

# Denver Processing Contract

## Article 38 - Sick Leave

**Section 1:** Employees prior to March 6, 2005. Employees covered by this Agreement hired prior to March 6, 2005, shall be credited with forty-eight (48) hours of sick leave pay each anniversary year.

**Section 2:** For Employees hired prior to March 6, 2005, unused sick leave shall be cumulative after the first (1<sup>st</sup>) year of continuous employment. Employees shall accumulate unused sick leave at the rate of forty-eight (48) hours each anniversary year. Unused sick leave shall not exceed a maximum accumulation of six hundred (600) hours.

**Section 3:** A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence with the second full work days' absence for sickness or non-occupational injury, and on the first work days' absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred and ninety two (192) hours. The waiting period provided herein shall apply for each illness or non-occupational injury. Any employees ineligible for first day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation earned pursuant to Section 2 Article 17 or unused personal holidays as payment for such employee's first day sick time at the employee's election. Notwithstanding other requirements to use personal holidays or unused and earned vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.

**Section 4:** For the purpose of this Article one (1) day of pay shall mean eight (8) hours of pay at the employee's regular classification rate for those days which the employee would have worked had the disability not occurred, calculated at straight-time. No employee shall receive pay, under any combination of sick leave and Worker's Compensation or Weekly Indemnity which exceeds the lesser of his regular pay or eight (8) hours per day or forty (40) hours per week at his straight-time hourly rate of pay. The waiting period herein provided before sick pay commences, shall apply for each illness or injury in case the sick benefit allowance has not been used up in previous illnesses.

**Section 5:** Sick leave earned shall be paid to part-time employees based on hours lost, less waiting days (as set forth in paragraph C) from the most recent work schedule in effect when the absence commenced. **BARGAINING NOTE:** Sick pay is paid at eight (8) hours, but no less than what is remaining in their sick pay bank.

**Section 6:** Sick leave benefits are not convertible to cash.

**Section 7.** Employees hired on or after March 6, 2005. Employees covered by this Agreement hired after March 6, 2005, shall be credited with twenty-four (24) hours of sick leave pay each anniversary year.

For Employees hired after March 6, 2005, unused sick leave shall be cumulative after the first (1<sup>st</sup>) year of continuous employment. Employees shall accumulate unused sick leave at the rate of twenty-four (24) hours each anniversary year. Unused sick leave shall not exceed a maximum accumulation of two hundred and forty (240) hours.

A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the third full workday's absence for sickness or non-occupational injury, on the first workday's absence if the employee is hospitalized, undergoes outpatient surgery, or has accumulated in excess of one hundred and ninety two (192) hours, and on the second workday's absence if the employee has accumulated in excess of ninety-six (96) hours but less than one hundred and ninety two (192) hours. The waiting period provided herein shall apply for each illness or non-occupational injury. Any employees ineligible for first day sick pay under this provision shall be permitted to use up to five (5) days per year of vacation earned pursuant to Section 2 of Article 17 or unused personal holidays as payment for such employee's first day sick time at the employee's election. Notwithstanding other requirements to use personal holidays or unused and earned vacation, there shall be no management discretion to deny pay for such absence, except that a doctor's certificate or other authoritative verification of illness may be required by the Employer. In order to use personal holidays and/or vacation pay for a sick absence, the employee must provide at least two (2) hours' notice prior to the start of such employee's scheduled shift.

**BARGAINING NOTE:** Newly acquired sick hours will be added to employees' current sick pay bank.