

Tentative Agreement

Article 18 – Sick Leave

- A. To be eligible for sick leave accrual for the month, an employee must be on active pay status for the majority of days in the calendar month. This Article does not apply to employees on furlough.
- B. Full-time employees shall accrue eight (8) hours of sick leave per calendar month up to a maximum of ninety-six (96) hours per calendar year, to be used in accordance with Paragraph E below.
- C. Part-time employees shall accrue five (5) hours of sick leave per calendar month equal to a maximum of sixty (60) hours per calendar year, to be used in accordance with Paragraph E below.
- D. Employees may accrue a maximum of one thousand ~~six four~~ hundred (16400) hours in their sick leave banks.
- E. Accrued sick leave is used to compensate employees for absences due to personal illness or injury (on or off the job). Sick leave for all employees shall be paid and deducted in one (1) minute increments.
 - 1. All sick hours used will be paid at one hundred percent (100%) and decremented at a one hundred percent (100%) rate.
 - 2. Employees are required to exhaust all accrued sick leave prior to being placed on unpaid medical leave, including approved FMLA leave for an employee's own qualifying serious health condition. Employees must use accrued sick leave to supplement On-The-Job-Injury (OJI) medical leave, including FMLA leave for OJI.
 - a. Any uncompensated waiting period, employees will be paid at one hundred percent (100%) of the employee's scheduled hours provided there are sufficient hours in the employee's sick leave bank.
 - b. During any compensated period, employees will be paid a percentage rate of the employee's scheduled hours that, along with any benefits (e.g., workers' compensation) being received by the employee, will equal the employee's net pay had the employee worked his scheduled hours provided there are sufficient hours in the employee's sick leave bank.
 - c. Once an employee's sick leave bank is exhausted, the employee will have the option to use any earned vacation time.
- F. An employee reporting off work sick is required to notify his supervisor (or designee) as far in advance as possible, but no later than one (1) hour prior to their shift start time unless there are extenuating circumstances as determined by the Company. Local policy may be less restrictive as determined by the Company.

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- G. An employee who leaves work sick will be compensated in accordance with Paragraph E above for the remaining, but unworked, portion of their shift, with the exception of overtime.
- H. Employees may be required to present confirmation of illness and the Company reserves the right to require, when in doubt of bona fide claim, a physician's certificate to confirm such sick claim.
- I. To the greatest extent permitted by law, the provisions of this Agreement shall operate to waive the provisions of any sick leave laws that are inconsistent with the terms of this Agreement, to the extent such sick leave laws permit a waiver, exception, or other treatment for employees covered under a collective bargaining agreement. To the extent, however, applicable law is inconsistent with the terms of this Agreement, and such law is not waivable, an employee shall be entitled to the more generous sick leave protections provided by applicable law or this Agreement. The Company shall maintain a list of all sick leave laws subject to this provision, and this list will be updated with any change in sick leave laws subject to this provision and incorporated into this Agreement when such new sick leave law(s) become effective and/or applicable, or no longer effective and/or applicable, to the Company. The Company shall notify the Association when the list of sick leave laws is updated, and the Company shall provide the Association with a copy of the updated list. Notwithstanding the preceding provisions in this Paragraph, any sick leave law that the Company is applying as of the Date of Signing of this Agreement shall not be waived during the term of this Agreement. ~~To the fullest extent permitted by law, this Agreement shall operate to waive the provisions of any sick leave laws that are inconsistent with the terms of this Agreement, and shall supersede and be considered to have fulfilled all requirements of such laws, including but not limited to the following: Allegheny County Paid Sick Leave Ordinance, Ordinance No. 15-21-OR, Allegheny Health Department Rules And Regulations, Art. XXIV; Austin Code § 4-19-1 et seq.; Arizona Fair Wages and Healthy Families Act, Ariz. Rev. Stat. §§ 23-371 et seq.; Berkeley, California, Paid Sick Leave Ordinance, Berkeley Mun. Code Chapter 13.100; Bernalillo County, New Mexico Employee Wellness Act, Ordinance 2019-17; Bloomfield, New Jersey, Ordinance 2015-10 (Mar. 2, 2015); Bloomington, Minnesota, Earned Sick and Safe Leave, City Code, Part 2, §§23.01-23.22; California Healthy Workplaces, Healthy Families Act of 2014, Cal. Lab. Code §§ 245-49; Chicago, Illinois, Minimum Wage and Paid Sick Leave Rules Supporting Chapter 1-24 of the Mun. Code of Chicago, Art. 3; Colorado Healthy Families and Workplaces Act, C.R.S. 8-13.3 (401) (418); Colorado Overtime and Minimum Pay Standards Order #38; Connecticut Paid Sick Leave Law, Conn. Gen. Stat. §§31-57r to 31-57w; Cook County, Illinois, Earned Sick Leave Ordinance, Cook Cnty. Code of Ordinances §§ 42-1 to 42-10; Dallas, Texas, City of Dallas Paid Sick Leave Ordinance, Dallas City Code Chapter 20; District of Columbia Accrued Sick and Safe Leave Act, 32-131 D.C. Cod Mun. Regs. §§ 32-131.01 to 32-131.17; Duluth, Minn., Ordinance 10571, Duluth City Code Ch. 29E; East Orange, New Jersey, Paid Sick Leave Ordinance, East~~

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~~Orange Mun. Code Chapter 140; Irvington, New Jersey, Ordinance MC 3513 (Sept. 10, 2014); Los Angeles, California, Living Wage Ordinance, L.A. Admin. Code Section 10.37.2(b); Los Angeles, California, Minimum Wage Ordinance, L.A. Mun. Code, Art. 7; Maine Act Authorizing Earned Employee Leave, 26 MRSA §637; Maryland Healthy Working Families Act, Md. Labor and Employment Code, Sections 3-1301-1311; Massachusetts Earned Sick Time Law, Mass. Gen. Laws Chapter 149, § 148C; Michigan Paid Medical Leave Act, MCL 409.961 et seq.; Minneapolis, Minnesota, Sick and Safe Time Ordinance, Minneapolis Code of Ordinances, tit. 2, Chapter 40, Arts. I-III; Minnesota Earned Sick and Safe Time, Minn. Stat. §§ 181.032, 181.9445-181.9448; Montgomery County, Maryland, Paid Sick Leave Law, Montgomery Cnty. Code, Art. XIII, §§ 27-76 to 27-82; Montclair, New Jersey, Paid Sick Leave Ordinance (adopted by voter referendum Nov. 4, 2014); Nevada Paid Leave, Senate Bill 312, Nevada Rev. Stat., Chapter 608; New Mexico Healthy Workplaces Act, NM Stat § 50-17-2; Newark, New Jersey Sick Leave for Private Employees Ordinance, Newark Mun. Code Title 16, Chapter 18; New Jersey, Paid Sick Leave Act, N.J. Stat., § 34:11D-1 et seq.; New York COVID-19 Vaccine Leave Law, Labor Law, Chapter 31, Article 6, § 196-C; New York Paid Sick Leave, Chapter 56, S.7506-B, A.9506-B; New York State Quarantine Leave Law, A10152; N.Y.C. Earned Sick Time Act, N.Y.C. Admin. Code Title 20, Chapter 8; Oakland, California, Oakland Living Wage Ordinance, Oakland Mun. Code Section 2.28.030(B); Oakland Paid Sick Leave Ordinance, Oakland Mun. Code Section 5.92.030; Oakland, California, Protecting Workers and Communities During a Pandemic COVID-19 Emergency Paid Sick Leave Ordinance, Oakland Mun. Code § 5.94; Oregon Sick Leave Law, Or. Rev. Stat. §§ 653.601-661; Passaic, New Jersey, Sick Leave for Private Employees Ordinance, Passaic Mun. Code Chapter 128, Article I; Paterson, New Jersey, Sick Leave for Private Employees Ordinance, Paterson Mun. Code Chapter 412; Petaluma, California, City of Petaluma Living Wage Ordinance, Petaluma Mun. Code Section 8.36.060(B); Puerto Rico Law 180-1998, as amended by Law 37-2020; Philadelphia, Pennsylvania, COVID-19 Leave, Phila. Code Section 9-4116; Philadelphia, Pennsylvania, Philadelphia 21st Century Minimum Wage and Benefits Standard 107, Phila. Code Section 17-1305(2); Philadelphia Promoting Healthy Families and Workplaces Ordinance, Philadelphia Admin. Code Chapter 9-4100; Pittsburgh, Pennsylvania, Paid Sick Days Act, Pittsburgh Code §§626.01-626.13; Rhode Island Healthy and Safe Families and Workplaces Act, R.I. Gen. Laws §§ 28-57-1 et seq.; San Antonio, Tex., City Code of San Antonio, ch. 15, art. XI; San Diego, California Earned Sick Leave and Minimum Wage Ordinance, San Diego Mun. Code art. 9, §§ 39.0101-39.0116; San Francisco Public Health Emergency Leave Ordinance, San Francisco Admin. Code § 33P; San Francisco Sick Leave Ordinance, San Francisco Admin. Code Section 12W; San Francisco, California, Minimum Compensation Ordinance, S.F. Admin. Code Chapter 12P; San Francisco, California, Minimum Compensation Ordinance, S.F. Admin. Code Chapter 12W; Santa Monica, California, Minimum Wage Ordinance, § 4.62.025; Seattle Paid Sick Time and Paid Safe Time Ordinance, Seattle Mun. Code~~

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~~Chapter 14.16; Sonoma, California, City of Sonoma Living Wage Ordinance, Sonoma Mun. Code Section 2.70.060(B); St. Paul, Minnesota, Earned Sick and Safe Time Ordinance, St. Paul Code of Ordinances, Chapter 233; Tacoma, Washington, Paid Leave Ordinance, Tacoma Mun. Code Chapter 18.10; and Trenton, New Jersey, Ordinance 14-208 (Aug. 25, 2014) Vermont Earned Sick Time Law, Vt. Stat. Ann. tit. 21, §§ 481-487; Washington Minimum Wage Requirements and Labor Standards, Wash. Rev. Code §§ 49.46.200-210; West Hollywood, California, Minimum Wage and Guaranteed Leave Ordinance, West Hollywood Muni Code, Chapter 5.130; and Westchester County, N.Y., Laws of Westchester County ch. 585 and ch. 586. To the extent applicable law is inconsistent with the terms of this Agreement, and such law is not waivable, an employee shall be entitled to the more generous sick leave protections provided by applicable law or this Agreement.~~

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For the Company:

For the Association



Lynn Vaughn
Managing Director of Labor

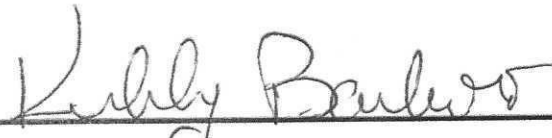
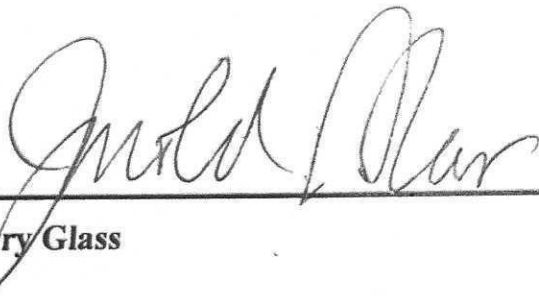
Marge Krueger
Co-Chair, CWA-IBT Association

12/19/23

12/19/23

Date

Date



Jerry Glass

Kimberly Barboro
Co-Chair, CWA-IBT Association

12/19/23

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Date

Date