



FERRIS STATE UNIVERSITY

HUMAN RESOURCES

Human Resources Policy & Procedures

Effective Date: March 24, 2019

FSU-HRPP 2019:01

Sick Time and Short Term Disability

COVERED EMPLOYEES

- Full-Time Administrative
- Full-Time Support
- Bargaining Unit Employees
- Part-Time, including Kendall College of Art and Design (KCAD)
- Full-Time Temporary, including KCAD

[Board of Trustees Employee Definitions](#)

Note: Bargaining unit employees are covered by the terms and agreements of the [collective bargaining agreement](#) (CBA). Please refer to the CBA for details.

BOT POLICY

Sec. 6-700. Statement of Principle. The University provides various benefits to its employees to allow them to take time off from their work duties. The President, or his/her designee, shall develop policy and procedures regarding the accumulation, use and other administrative consideration of these benefits. The collective bargaining unit agreement will define the benefit for employees covered under the terms of such agreement.

Sec. 6-701. Accrual and Use of Sick Time, and Short Term Disability.

All continuing full-time employees are covered under one of two University sick leave programs.

- (1) Non-bargaining unit employees hired on or after July 1, 2001, and bargaining unit employees who are covered under the terms of a collective bargaining unit agreement which provides for this coverage, are covered under the terms and conditions of the Temporary Disability Income Continuation Plan, referred to as the Short Term Disability (STD) program.

- (2) Non-bargaining unit employees hired prior to July 1, 2001, and bargaining unit employees who are covered under the terms of a collective bargaining unit agreement which provides for this coverage, have the option to be covered under a sick leave accrual program, earning 4.00 hours of sick leave each 80-hour pay period, or be covered under the STD program. Sick leave accrual (for those under this benefit option) will be pro-rated if the employee is paid for less than the normal 80 hours per pay period. Non-bargaining unit employees who are covered under the sick accrual system have the irrevocable option to opt out of the accrual system and into the STD program during an annual benefit open enrollment period.

Sick leave coverage for bargaining unit employees is controlled by the respective bargaining unit agreements.

The Administration is also authorized to provide sick leave where required to comply with the Michigan Paid Medical Leave Act (PMLA) enacted in December 2018, effective no later than March 29, 2019, unless the applicable employee(s) is covered by a current collective bargaining agreement. The sick leave provisions of the collective bargaining agreements in effect in March 2019 shall apply until a successor agreement is in effect.

HR PROCEDURES/DESCRIPTION/DEFINITIONS

- I. General sick leave provisions for all eligible University employees:
- A. Paid sick time may be taken for the employee or his/her family members for any of the following: serious health conditions, as defined by the HRPP - [FMLA Policy](#) and HRPP - [Medical Leave of Absence Policy](#), mental illness, physical illness, health condition, injury, preventative medical care, medical appointments, school and child care closures due to a public health emergency and for domestic violence and sexual assault situations.
 - B. An employee may be requested to provide satisfactory proof of qualified need for leave. If proof is requested, the employee will have three (3) business days to provide the documentation. An employee may also be required to provide satisfactory proof of the ability to return to, or to continue working.
 - C. In the event of death, termination other than for just cause, or qualified retirement, unused sick time will be paid to the employee or his/her estate at fifty percent of the cash value to a maximum of 800 hours. The paid sick time will be computed at the employee's current rate of pay. Disbursement of the sick time payment shall be in a lump sum and shall be paid by a payroll check subject to normal payroll taxes and withholding.
 - D. In cases of qualified retirement, the employee may elect to receive payment of unused sick time, as described above in paragraph "C", in January following his/her retirement. This benefit will only be paid once per employee. The term "qualified retirement", as used in this section, means the retirement of an employee who, upon retirement from the University,

1. Has worked full-time at the University for 30 years/or meets the eligibility requirement for the full 30-year MPSERS retirement, or
 2. Is at least 55 years of age and has worked for the University for at least 15 years of full-time employment, or
 3. Is at least 60 years of age and has worked for the University for at least 10 years of full-time employment. See HRPP [Retirement Policy](#).
- E. Unless otherwise provided in this section, an employee will not be compensated for unused sick time upon termination of his/her employment. Any unused sick time will be forfeited.
- F. An employee on extended sick time (usually 5 or more days) will be required to report the use of sick time under the University FMLA policy, if eligible for FMLA. In some instances, FMLA reporting of sick time will be done for shorter time periods (such as an employee using Intermittent FMLA, if an anticipated short use of sick time becomes extended, etc).
- G. The employee may use sick time privileges for reasons defined above in paragraph "A" (even if not covered under FMLA) for a member of the employee's family (spouse, parent, child, grandparent, grandchild, sibling or spouse's parent) to a maximum of five (5) days per incident.
- II. For employees covered under the sick leave accrual system:
- A. Four (4.00) hours of sick time are accrued each bi-weekly pay period. This benefit will be prorated if the employee receives pay for less than full-time hours. A full-time employee on leave of absence without pay will not accumulate sick time during the leave.
 - B. An employee hired into a full-time position prior to July 1, 2001 will be covered under the sick leave accrual system unless during the annual open enrollment period, the employee elects to opt out of the sick accrual program and into the Short Term Disability Program (STD). (The STD program is described in section III.) The opt-out election to the Short Term Disability Plan is irrevocable and the employee cannot return to the sick leave accrual program. Any accrued sick time that is in the employee's sick leave bank at the time of the transfer to the STD plan, will remain in the employee's sick bank to be used in accordance with applicable policies.
 - C. Unused sick time will be accumulated by each eligible non-bargaining unit employee to a maximum of 2,400 hours. Maximum sick leave accrual for bargaining unit employees is explained in the respective collective bargaining unit agreement.

- III. For employees covered under the Temporary Disability Income Coverage (hereafter referred to as the Short Term Disability (STD) plan):
- A. This plan is available to non-bargaining unit employees and only to bargaining unit employees if this benefit has been bargained into their bargaining unit contract.
 - B. An employee hired on or after July 1, 2001, will be credited with 104 hours of sick time each July 1, pro-rated for those employees who begin coverage after July 1 or who are off without pay. For example: an employee who is hired in October will receive 10 days (80 hours) of sick time for the first year, through the following June 30, while a new employee hired in February would receive 6 days (48 hours).
 - C. Unused sick hours will not carry over into the next fiscal year.
 - D. The employee will receive, upon medical review and approval, a benefit of 75% of base salary on the first day following an accident or the 8th day of an illness, or upon expiration of his/her 'sick bank', whichever occurs later.
 - E. Vacation time will not accrue when an employee is receiving STD benefits. Vacation will continue to accrue while the employee is using the 13 annual sick days and any sick time from the employee's 'sick bank', when applicable.
 - F. An employee covered under the STD plan will be paid off for half of his/her sick accrual upon qualified retirement, death, or termination other than for just cause, in the same manner as an employee who is covered by the sick leave accrual system, described above.
 - G. Family and Medical Leave Act and STD will run concurrently. If an employee is eligible for FMLA, he/she will continue to have University-provided medical benefits while on STD. However, when FMLA has been exhausted, the employee will be responsible for payment of the medical benefit pursuant to the COBRA provisions.
 - H. All retirement contributions (employer and employee) will continue while on STD.
 - I. One of the annual sick days, if available, will be available to use as Personal Day chargeable to sick per the Personnel Policies.
 - J. Employees who are covered under the sick leave accrual system and then elect to switch into the STD program can maintain their sick leave balance and must use those sick leave hours before receiving the STD benefit.

- IV. For non-bargaining unit employees hired into a part-time salary position and working an average of 25 or more hours per week or a full-time Administrative/Administrative Support Temporary position will be covered under the 40 hours annual sick leave grant:
 - A. Covered employees will be credited with 40 hours of sick time each July 1, pro-rated for those employees who begin coverage after July 1 or who are off without pay. For example: an employee who is hired in October will receive 30 hours of sick time for the first year, through the following June 30, while a new employee hired in March would receive 13 hours.
 - B. Unused sick hours will not carry over into the next fiscal year.
 - C. Seasonal employees working fewer than 25 weeks are excluded from this sick leave program.
 - D. KCAD Continuing Studies Instructors are exempt and excluded from this sick leave program.

- V. For non-bargaining unit employees hired into a part-time hourly position and working an average of 25 or more hours per week or a full-time Temporary Service position will be covered under the 40 hours annual sick leave accrual system, earning up to 1 hour of sick leave per week, with an annual maximum of 40 hours:
 - A. Covered employees will earn up to two (2.00) hours of sick leave time, accrued each bi-weekly pay period. This benefit will be prorated based on the number of hours the employee works. An employee on leave of absence without pay will not accumulate sick time during the leave.
 - B. Unused sick time will be accumulated by each eligible non-bargaining unit employee to a maximum of 40 hours.
 - C. Up to 40 hours of unused sick time can be carried over into the next fiscal year.
 - D. Seasonal employees working fewer than 25 weeks are excluded from this sick leave program.
 - E. KCAD Continuing Studies Instructors are exempt and excluded from this sick leave program.

RESPONSIBILITY

Employee: Notify supervisor of need to use sick time as promptly as possible, and provide verification when required. Complete required leave time request. Employees covered under the STD program should contact the STD company to begin the claims process and/or contact Human Resources for assistance.

Supervisor: Record the absence for payroll processing in the appropriate pay period.
May request verification from the employee of the need for sick leave.

Refer Questions To: *Human Resources*