




ADMINISTRATIVE DIRECTIVE

DIRECTIVE NO:	ISSUE DATE:
ISSUED BY: D. McClary	SIGNATURE: 
VILLAGE COUNCIL APPROVAL DATE: 00/00/2025	
REVISION DATES:	
RESCINDS/REPLACES:	
CATEGORY: EMPLOYMENT BENEFITS	
SUBJECT: Sick Leave Policy	

LEGAL AUTHORITY CITATION

This administrative directive is issued by the Village Manager pursuant to the following legal authority:

- Village Charter – Sec. 3.12 – Duties of administrative officers; performing such duties as are provided for such officers by state law, this Charter, the village ordinances, and the administrative directives of the Village Manager
- Michigan Earned Sick Time Act, Public Act 338 of 2018, as amended by Public Act 2 of 2025
- Village Council Resolution adopted on _____.

PURPOSE

The purpose of this policy is to comply with Michigan's Earned Sick Time Act (ESTA), effective February 21, 2025, for employers with 11 or more employees. This policy ensures compliance with Michigan's Earned Sick Time Act and supports the health and well-being of employees and their families.

POLICY

Section 1: Accrual of Paid Sick Time.

- **Rate of Accrual:** Effective February 21, 2025, or as of the date of hire for new employees, all employees regardless of status (e.g., full-time, part-time, temporary, seasonal, hourly, salary) will accrue a minimum of one hour of paid sick time for every 30 hours worked. Employees covered by a collective bargaining agreement will receive sick time benefits as described in Section 6 of this Policy. Non-union full-time employees who are not party to an employment agreement shall receive the sick time

benefits provided under the AFSCME collective bargaining agreement. Part-time employees hired prior to February 21, 2025, will continue to receive sick/paid time off in accordance with the former PTO policy adopted by Village Council on December 11, 2017, except that the maximum annual carryover of accrued and unused sick time shall be increased from 50 hours to 72 hours.

- **Annual Utilization:** Employees are entitled to use as much of their earned and accrued sick time as they have available in any given year. The use of accrued paid sick time is subject to an initial 120-day waiting period after hire for employees whose sick leave time is subject to an accrual system. Employees whose sick time is frontloaded are not subject to the 120-day waiting period. Sick time may be used in one-hour increments with as much notice as is practicable given the circumstances of the absence. An employee utilizing sick time shall notify their supervisor in writing, in person, or by phone or mobile text message.
- **Frontloading Option:** At the beginning of each benefit year, the Village may provide employees with paid sick time upfront if permitted by any employment or collective bargaining agreement or as approved by the Village Manager, eliminating the need for accrual tracking. If this option is chosen, unused sick time from that year does not carry over to the following year(s) unless otherwise specified in an employment or collective bargaining agreement.

Section 2: Usage of Paid Sick Time.

- **Permissible Uses:** Employees may use paid sick time for their own or a family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment; preventive medical care; or for issues related to domestic violence or sexual assault, including medical attention, counseling, relocation, or legal services.
- **Incremental Use:** Sick time can be used in one-hour increments or the smallest increment that the Village's payroll system uses to account for absences.

Section 3: Carryover of Unused Sick Time.

- **Annual Carryover:** Except as otherwise provided herein, employees are allowed to carry over unused sick time to the following year, with a cap of 72 hours unless a greater carryover is permitted by employment or collective bargaining agreement.
- **Frontloading Exception:** If the Village frontloads the full 72 hours at the start of the year, sick time does not carry over to subsequent years unless permitted by employment or collective bargaining agreement.

Section 4: Notification and Documentation.

- **Foreseeable Leave:** Employees must provide up to seven days' advance notice if the need for sick leave is foreseeable.
- **Unforeseeable Leave:** Employees should notify the Village as soon as practicable.

- **Documentation:** For absences exceeding three (3) consecutive days, the Village may require reasonable documentation, which must be provided within 15 days of the request. The Village is responsible for any out-of-pocket expenses incurred by the employee to obtain such documentation.

Section 5: Rate of Pay.

- **Compensation:** Paid sick time will be compensated at the employee's regular hourly rate or the minimum wage rate, whichever is greater.
- **Payout of Accumulated Sick Time at Separation:** Employees shall not be paid out for accrued but unused sick time at separation of employment unless otherwise provided by an employment or collective bargaining agreement.

Section 6: Existing Collective Bargaining Agreements.

- **Effect of Existing Agreements:** The terms and conditions of sick time benefits under collective bargaining agreements in effect on February 21, 2025, shall control to the extent those terms conflict with ESTA until such collective bargaining agreements expire.

Section 7: Prohibition of Retaliation.

- **Protection:** Employees are protected from retaliation for exercising their rights under this policy, including using paid sick time or filing a complaint for violations.

Section 8: Notice and Posting Requirements.

- **Employee Notification:** The Village must provide written notice of employees' rights under the ESTA at the time of hiring or as required by ESTA, whichever is later.
- **Workplace Posting:** A conspicuous posting regarding employees' rights under the ESTA must be displayed in the workplace.

Section 9: Recordkeeping.

- **Documentation:** The Village is required to retain records documenting hours worked and sick time taken by employees for at least three (3) years.