

CT Paid Sick Leave Law

Many of you are aware of a new Connecticut law that requires employers to provide paid sick leave to employees. The new law became effective at the beginning of 2025. Interpreting the law has been the source of some confusion, especially since Article 11 of the existing GMEA contract provides paid sick leave benefits.

The new law requires employers to provide up to 40 hours of annual sick leave to employees. The law requires the forty hours to be accrued at the rate of one hour of sick time for every thirty hours worked. It is important to understand the 40 hours required by the sick leave law does not provide additional time beyond the existing sick leave allowed under our contract. The law defines the minimum amount of sick leave that employees must accrue annually. Since GMEA members accrue more sick time each year than what is required by the new law, the law does not change the amount of sick leave each member receives.

The new law **will** impact how sick leave is accrued and how it can be used.

Under the current contract during their first ten years of employment a full-time GMEA employee earns one sick day per month, or 12 days per year. Part-time GMEA employees who have completed their first year of employment earn 1 day of sick leave per month or 12 days per year. The law requires employees to earn one hour of paid sick leave for each 30 hours worked up to a maximum of forty hours annually. Generally, GMEA employees accrue more sick leave under the contract.

Per the contract, however new employees cannot accrue sick leave until they complete an initial probationary period of at least six months. The sick leave law eliminates the probationary delay, requiring accrual of sick leave to “begin on the employee's first date of employment.” The law however does not allow an employee to use any accrued sick time for the first 120 days of employment. Going forward accrual for new employees will start on the first day of employment, but newly hired employees will not be able to use any sick leave during their first 120 days. When new employees satisfy the 120-day threshold full time GMEA employees will have four accrued sick days, and part time employees will have two sick days available.

An employee’s use of the first 40 hours of sick leave each year shall be governed by the sick leave law rather than the contract. After the first 40 hours of sick leave is used during a calendar year, any remaining sick leave use is governed by the contract, not the statute.

Pursuant to the statute sick time can be used by the employee for “a mental health wellness day.” It can also be used to address the health condition of a family member, including treatment. The employee can also use sick leave if a family member’s school is closed because of a public health emergency. Sick leave can also be used if the employee or a family member is a victim of family violence or sexual assault and the employee or family member is receiving care or counseling or participating in related court proceedings. A “family member” means “a spouse, sibling, child, grandparent, grandchild or parent of an employee or an individual related

to the employee by blood or affinity whose close association the employee shows to be equivalent to those family relationships.

An employer cannot require any documentation from an employee seeking to use sick leave under the statute. Sick leave pursuant to the law can be used in one-hour increments.

After the first 40 hours of sick leave are used each year, an employee will no longer be subject to the terms of the sick leave law. Instead, the employee's use of sick leave will be subject to the contract. GMEA employees can use accrued sick-time "when there is a sickness or disability involving a member of his/her immediate family, which requires the employee's personal care and attendance." "Immediate family" means "i) the employee's spouse, child, stepchild, parent, stepparent, grandparent, brother, sister, grandchild, and parent-in-law; or ii) any other relation domiciled with the employee as a member of the employee's family; or iii) anyone who is listed as a dependent on the employee's most recent income tax return." Sick leave can also be used to provide care for a newborn or newly adopted child. Under the contract GMEA members can use sick leave to attend medical appointments at the discretion of the employee's department head if the usual health appointment benefit (Article 22) has been exhausted.

Sick leave under the contract can be used in quarter hour increments. Notice of use of contractual sick leave must be provided to an employee's immediate supervisor. If the Town believes that sick leave is being used inappropriately, the Town can require an employee to furnish medical documentation to justify the leave.

An employee using sick leave under the law (the first 40 hours of sick leave) does not have to provide advance notice of the leave or disclose the reason why the leave is being used. GMEA recommends that members intending to apply sick leave to an absence under the statute notify the Town that sick leave is being used to offset the time off. The employee does not need to document the reason sick leave was taken, simply advise the Town of use of sick time so that the absence can be properly allocated to the employee's accrued sick time.

The new law impacts Town bargaining units differently, depending on the sick leave provisions in their contracts. Some Board of Education employees, like those working under the Greenwich Education Association (teachers) or the LIUNA Professional Assistants (LIUNA Para) agreements have sick leave that is frontloaded at the beginning of the school year rather than accrued benefits like GMEA. If frontloaded employees began 2025 with less than 40 hours in available sick leave, additional accrual may be permitted to guarantee compliance with the Connecticut sick leave standard.

Reconciling the sick leave benefit under the new law with the GMEA contractual benefit may present a challenge until the sick leave provision in the contract is changed in our next agreement. Meanwhile, if you have any questions, please submit them by email to GMEAUnion@gmail.com. We will post questions and our responses. If anyone has a question it probably reflects an issue about which other members are also uncertain.