SOUTHERN NEW ENGLAND TELEPHONE COMPANY *v.* SHAUN B. CASHMAN, COMMISSIONER OF LABOR, ET AL.
(SC 17741)

Norcott, Katz, Palmer, Vertefeuille and Zarella, Js.

Argued January 9—officially released August 28, 2007

David Vegliante, with whom were *Lori B. Alexander* and, on the brief, *Christopher A. Kelland*, for the appellant (plaintiff).

Thomas P. Clifford III, assistant attorney general, with whom, on the brief, were *Richard Blumenthal*, attorney general, and *William J. McCullough*, assistant attorney general, for the appellee (named defendant).

Atul Talwar, pro hac vice, with whom was *Mary E. Kelly*, for the appellee (defendant Local 1298, Communications Workers of America).

Opinion

ZARELLA, J. The plaintiff, Southern New England Telephone Company, appeals from the judgment of the trial court affirming the declaratory ruling of the named defendant,[1] Shaun B. Cashman, the commissioner of labor (commissioner), regarding the application of the Connecticut family and medical leave law, General Statutes § 31-51kk et seq. (family and medical leave law), to the sick leave policy set forth in the collective bargaining agreement between the plaintiff and its employees. On appeal, the plaintiff claims that the trial court improperly affirmed the commissioner's ruling that an employer's policy provides "accumulated sick leave," as that term is used in General Statutes § 31-51pp (c) (1), when it grants to each employee a maximum number of sick days per year for which the employee may be paid for his or her own illness but does not permit unused leave at the end of the year to be carried over to the following year. The plaintiff claims that employees subject to policies that do not permit them to carry over unused sick leave are not covered under § 31-51pp (c) (1), which prohibits employers from denying employees the right to use up to two weeks of "accumulated sick leave" for family medical leave purposes. We disagree with the plaintiff and, accordingly, affirm the judgment of the trial court.

The following facts and procedural history, as set forth by the trial court in its memorandum of decision, are relevant to our resolution of this appeal. In 2001, the plaintiff and its employees entered into a collective bargaining agreement providing for a graduated sick leave policy based on longevity of employment. The agreement granted full-time employees no sick leave during their first year of employment, five days of paid sick leave at the commencement of their second year of employment and ten days of paid sick leave at the commencement of their third year of employment and for each year of employment thereafter.[2] The agreement did not permit unused sick leave at the end of the year to be carried over to the following year.

In 2003, the General Assembly amended the family and medical leave law, effective October 1, 2003, to prohibit employers from denying employees the right to use up to two weeks of "accumulated sick leave" for family medical leave purposes. Public Acts 2003, No. 03-213, § 1, codified at General Statutes § 31-51pp (c). On April 16, 2004, the plaintiff requested a declaratory ruling from the commissioner with respect to the following question: "Does an employer's policy provide 'accumulated sick leave,' as that term is used in [§ 31-51pp (c)], when it sets a maximum number of sick days per year for which an employee may be paid for [his or her] own illness, and [when] such leave is *not* carried over from one year to the next but is lost if not used by the employee by the end of any calendar year?"[3]

(Emphasis in original.)

Thereafter, the commissioner ruled that the type of paid sick leave described in the collective bargaining agreement satisfied the meaning of "accumulated sick leave" as contemplated in § 31-51pp (c). In support of his ruling, the commissioner cited the remedial purpose of the family and medical leave law[4] and its regulations, and the fact that the plaintiff's policy tied progressive increases in the availability of paid sick leave to an employee's seniority. The commissioner also examined the legislative history of the family and medical leave law and concluded that the General Assembly did not intend to limit the meaning of "accumulated sick leave" to leave carried over from one year to another. The commissioner thus determined that "accumulated sick leave" under § 31-51pp (c) (1) included "the kind of annual renewal of sick days described under the collective bargaining agreement."

The plaintiff appealed to the trial court from the commissioner's ruling pursuant to General Statutes § 4-183,[5] claiming that the decision was "erroneous, incorrect, in violation of statutory provisions, contrary to law, and based [on] a misapplication and/or misinterpretation of the law." The plaintiff also argued that the decision was arbitrary, capricious and clearly erroneous. The trial court affirmed the ruling on grounds similar to those on which the commissioner had relied. This appeal followed.

The plaintiff claims that § 31-51pp (c) (1) applies only to sick leave policies that permit employees to accumulate sick leave by carrying over unused sick leave from one year to another or on a regular basis over the course of a single year. The defendants respond that, because the statute is remedial in nature, it must be liberally construed and applied to sick leave policies similar to that described in the collective bargaining agreement, which does not allow employees to carry over unused sick leave from one year to another.[6] We agree with the defendants.

We begin our analysis by setting forth the applicable standard of review. "Ordinarily, [o]ur resolution of [administrative appeals] is guided by the limited scope of judicial review afforded by the [Uniform Administrative Procedure Act (UAPA), General Statutes § 4-166 et seq.] . . . to the determinations made by an administrative agency. [W]e must decide, in view of all the evidence, whether the agency, in issuing its order, acted unreasonably, arbitrarily or illegally, or abused its discretion. . . . Conclusions of law reached by the administrative agency must stand if the court determines that they resulted from a correct application of the law to the facts found and could reasonably and logically follow from such facts. . . .

"A reviewing court, however, is not required to defer

to an improper application of the law. . . . It is the function of the courts to expound and apply governing principles of law. . . . We previously have recognized that the construction and interpretation of a statute is a question of law for the courts, where the administrative decision is not entitled to special deference . . . . Questions of law [invoke] a broader standard of review than is ordinarily involved in deciding whether, in light of the evidence, the agency has acted unreasonably, arbitrarily, illegally or in abuse of its discretion. . . . Because this case forces us to examine a question of law, namely, [statutory] construction and interpretation . . . our review is de novo." (Internal quotation marks omitted.) *Semerzakis* v. *Commissioner of Social Services*, 274 Conn. 1, 11–12, 873 A.2d 911 (2005). We are also compelled to conduct a de novo review because the issue of statutory construction before this court has not yet been subjected to judicial scrutiny. E.g., *Tracy* v. *Scherwitzky Gutter Co.*, 279 Conn. 265, 272, 901 A.2d 1176 (2006) ("[a] state agency is not entitled . . . to special deference when its determination of a question of law has not previously been subject to judicial scrutiny" [internal quotation marks omitted]); *Tele Tech of Connecticut Corp.* v. *Dept. of Public Utility Control*, 270 Conn. 778, 788, 855 A.2d 174 (2004) ("the traditional deference accorded to an agency's interpretation of a statutory term is unwarranted when the construction of a statute . . . has not previously been subjected to judicial scrutiny [or to] . . . a governmental agency's time-tested interpretation" [internal quotation marks omitted]).

"The principles that govern statutory construction are well established. When construing a statute, [o]ur fundamental objective is to ascertain and give effect to the apparent intent of the legislature. . . . In other words, we seek to determine, in a reasoned manner, the meaning of the statutory language as applied to the facts of [the] case, including the question of whether the language actually does apply. . . . In seeking to determine that meaning, General Statutes § 1-2z directs us first to consider the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered. . . . When a statute is not plain and unambiguous, we also look for interpretive guidance to the legislative history and circumstances surrounding its enactment, to the legislative policy it was designed to implement, and to its relationship to existing legislation and common law principles governing the same general subject matter . . . ." (Internal quotation marks omitted.) *Friezo* v. *Friezo*, 281 Conn. 166, 181–82, 914 A.2d 533 (2007).

General Statutes § 31-51pp (c) provides: "(1) It shall be a violation of sections 31-51kk to 31-51qq, inclusive,

for any employer to deny an employee the right to use up to two weeks of accumulated sick leave or to discharge, threaten to discharge, demote, suspend or in any manner discriminate against an employee for using, or attempting to exercise the right to use, up to two weeks of accumulated sick leave to attend to a serious health condition of a son or daughter, spouse or parent of the employee, or for the birth or adoption of a son or daughter of the employee. For purposes of this subsection, 'sick leave' means an absence from work for which compensation is provided through an employer's bona fide written policy providing compensation for loss of wages occasioned by illness, but does not include absences from work for which compensation is provided through an employer's plan, including, but not limited to, a short or long-term disability plan, whether or not such plan is self-insured.

"(2) Any employee aggrieved by a violation of this subsection may file a complaint with the Labor Commissioner alleging violation of the provisions of this subsection. Upon receipt of any such complaint, the commissioner shall hold a hearing. After the hearing, the commissioner shall send each party a written copy of the commissioner's decision. The commissioner may award the employee all appropriate relief, including rehiring or reinstatement to the employee's previous job, payment of back wages and reestablishment of employee benefits to which the employee otherwise would have been eligible if a violation of this subsection had not occurred. Any party aggrieved by the decision of the commissioner may appeal the decision to the Superior Court in accordance with the provisions of [UAPA].

"(3) The rights and remedies specified in this subsection are cumulative and nonexclusive and are in addition to any other rights or remedies afforded by contract or under other provisions of law."

We first turn to the language of the statute, which does not define the word "accumulated." The plaintiff observes that the dictionary definition of "accumulate" is "a gradual piling up or increasing so as to make a store or great quantity . . . ." Webster's Third New International Dictionary. The plaintiff thus contends that "accumulated sick leave" refers to sick leave that has been carried over from one year to another or gradually acquired on a monthly basis. In contrast, the commissioner contends that "accumulated sick leave" means "a progressive increase in available paid sick leave which is tied to the employee's seniority." (Internal quotation marks omitted.) We conclude that, although both interpretations are plausible, only that of the commissioner is compatible with the broader statutory scheme.

As we repeatedly have stated, "the legislature is always presumed to have created a harmonious and

consistent body of law . . . .” (Internal quotation marks omitted.) *Renaissance Management Co.* v. *Connecticut Housing Finance Authority*, 281 Conn. 227, 238, 915 A.2d 290 (2007). This requires the court “to read statutes together when they relate to the same subject matter . . . . Accordingly, [i]n determining the meaning of a statute . . . we look not only at the provision at issue, but also to the broader statutory scheme to ensure the coherency of our construction. . . . In applying these principles, we are mindful that the legislature is presumed to have intended a just and rational result.” (Internal quotation marks omitted.) *Teresa T.* v. *Ragaglia*, 272 Conn. 734, 748, 865 A.2d 428 (2005); cf. General Statutes § 1-2z. “When more than one construction [of a statute] is possible, we adopt the one that renders the enactment effective and workable and reject any that might lead to unreasonable or bizarre results.” (Internal quotation marks omitted.) *Graff* v. *Zoning Board of Appeals*, 277 Conn. 645, 653, 894 A.2d 285 (2006).

In the present case, we examine General Statutes § 31-51*ll* (e) (2) (B) to assist in construing the word “accumulated” in § 31-51pp (c) (1). The former statute grants an eligible employee the right to elect, and an employer the right to require the employee, “to substitute any of the *accrued paid . . . sick leave* of the employee” for any part of the family medical leave to which the employee is entitled under that provision, including leave to care for a child, spouse or parent with a serious health condition. (Emphasis added.) General Statutes § 31-51*ll* (e) (2) (B).[7] Although §§ 31-51*ll* (e) (2) (B) and 31-51pp (c) (1) are distinguishable in certain other respects,[8] both statutes permit employees to substitute paid sick leave for family medical leave purposes. It is therefore reasonable to seek interpretive guidance from § 31-51*ll* (e) (2) (B) because the “accumulated sick leave” to which § 31-51pp (c) (1) refers appears to be the same type of sick leave that may be substituted for family medical leave under § 31-51*ll* (e) (2) (B).

Turning to the statutory language, we note that § 31-51*ll* (e) (2) (B) uses the word “accrued,” rather than “accumulated,” in the title of the statute[9] and in referring to the substitution of paid sick leave for unpaid leave. The words “accrued” and “earned,” rather than “accumulated,” also are used in the corresponding regulations.[10] See General Statutes § 31-51qq (“the Labor Commissioner shall adopt regulations . . . to establish procedures and guidelines necessary to implement the [family and medical leave law]”). Regulations adopted pursuant to a legislative directive have the force of law. See, e.g., *Dixon* v. *Empire Mutual Ins. Co.*, 189 Conn. 449, 452 n.5, 456 A.2d 335 (1983). We thus examine the meaning of “accrued” and “earned” to determine whether they may be distinguished in any meaningful way from “accumulated,” as that term is used in § 31-

51pp (c) (1).

Neither "accrued" nor "earned" is defined in § 31-51*ll* or in the applicable regulations. Under the rules of statutory construction, however, "words and phrases shall be construed according to the commonly approved usage of the language . . . ." General Statutes § 1-1 (a). "If a statute or regulation does not sufficiently define a term, it is appropriate to look to the common understanding of the term as expressed in a dictionary." (Internal quotation marks omitted.) *Historic District Commission* v. *Hall*, 282 Conn. 672, 679–80, 923 A.2d 726 (2007). The definition of "accrue" in Webster's Third New International Dictionary is "to come into existence as an enforceable claim: vest as a right," "to come by way of increase or addition," or "to be periodically accumulated . . . ." The definition of "earn" is "to receive as equitable return for work done or services rendered: have accredited to one as remuneration," or "to come to be duly worthy of or entitled to as remuneration for work or services . . . ." Id.

The plaintiff's policy of providing employees with progressive annual increases in paid sick leave on the basis of seniority for work performed during the preceding year satisfies both definitions. Thus, an interpretation of the term "accumulated sick leave" in § 31-51pp (c) (1) that includes employees whose policies do not permit them to carry over sick leave to the following year is the most workable construction of the statute because it is the most consistent with § 31-51*ll* (e) (2) (B). In other words, use of the word "accrued" in § 31-51*ll* (e) (2) (B) applies to all employees covered by the statute, including those who are allowed to carry over "accrued" sick leave from year to year and those who may not, but who, at any point in time, have "accrued" sick leave available to them.

The plaintiff nonetheless argues that only employees whose benefit plans allow them to carry over sick leave should be permitted to use paid sick leave for the designated purposes because only those employees have "accumulated sick leave" under § 31-51pp (c) (1). We disagree. It simply makes no sense to treat employees who are not able to carry over sick leave from one year to another in a different manner from those who are permitted to do so under the plans adopted by their employers. Furthermore, by attributing different meanings to the word "accumulated" in § 31-51pp (c) (1) and the word "accrued" in § 31-51*ll* (e) (2) (B), the legislature would be granting rights to certain employees in one part of the statutory scheme that they would not be allowed to enforce in other parts of the same statutory scheme.[11] We therefore conclude that the legislature used the words "accumulated," "accrued" and "earned" interchangeably in the relevant provisions. Such a construction of § 31-51pp (c) (1) also is in accord with the remedial purpose of the family and medical

leave law. See, e.g., *Misenti* v. *International Silver Co.*, 215 Conn. 206, 210, 575 A.2d 690 (1990) (remedial statute should not be construed to "impose limitations on the benefits provided . . . that the statute itself does not clearly specify"). In addition, there is no limiting language in the statutory scheme indicating that the legislature intended for employees to be treated differently depending on whether they are able to carry over unused sick leave from one year to another. We therefore conclude that the term "accumulated sick leave" in § 31-51pp (c) (1) includes the type of paid sick leave described in the collective bargaining agreement at issue in this appeal.

To the extent that any ambiguity remains, the legislative history of § 31-51pp (c) contains no indication that "accumulated sick leave" was intended to exclude sick leave that may not be carried over from one year to another. Contrary to the plaintiff's claim, the legislative history does not suggest that the legislature specifically chose to use the word "accumulated" to limit application of the statute. The only significant restriction discussed during the committee hearings on the legislation was an amendment limiting an employer's obligation to accept the substitution of unused paid sick leave to two weeks because of the provision's potential economic effect on individual businesses if employees with large amounts of unused leave were permitted to substitute all of their accrued sick leave for family medical leave purposes. See Conn. Joint Standing Committee Hearings, Labor and Public Employees, Pt. 2, 2003 Sess., pp. 614–16, remarks of Representatives Richard O. Belden and Lenny T. Winkler. Furthermore, sick leave was variously described during the committee hearing as time that employees "currently have"; id., p. 615, remarks of Representative Winkler; "that bank of money"; id., p. 620, remarks of Representative Linda A. Orange; "accrued sick time"; id., 638, remarks of Leslie J. Brett, executive director of the permanent commission on the status of women; id., p. 643, remarks of Robert Katz; and "time banked . . . ." Id., p. 642, remarks of Robert Katz. No suggestion was made that the provision should be applied only to policies under which sick leave could be carried over to the following year or that the word "accumulated" was selected to limit the use of such leave to a certain group of employees.

Legislative debate in the General Assembly followed a similar pattern. In the House of Representatives, different legislators described sick leave as "accumulated"; 46 H.R. Proc., Pt. 16, 2003 Sess., p. 5426, remarks of Representative Kevin Ryan; "accrued"; id., p. 5428, remarks of Representative Winkler; and "earned . . . ." Id., p. 5431, remarks of Representative Brian J. Flaherty. In the Senate, one legislator explained that the provision was "geared to those companies and those employees [who] have accumulated their sick time,

have not used it." (Emphasis added.) 46 S. Proc., Pt. 13, 2003 Sess., p. 4001, remarks of Senator Edith B. Prague. Furthermore, the focus of the committee hearing and the legislative debates was not on the language of the statute but on the larger issue of whether and how family and medical leave should or could be made available to a greater number of people so as to ease the financial burden on family members who might be required to take time away from work to care for other family members. The legislature thus appears to have broadly understood the term "accumulated sick leave" as referring to paid sick leave that had been earned by an employee but not yet used.

The plaintiff claims that such an interpretation constructively eliminates the word "accumulated" from the statute in violation of well established principles of statutory construction. The plaintiff argues that if the legislature had intended the family and medical leave law to apply to all types of sick leave, it could have used the word "available" instead of "accumulated," or chosen not to add any limiting term at all. We disagree.

It is a "basic tenet of statutory construction that the legislature [does] not intend to enact meaningless provisions. . . . [I]n construing statutes, we presume that there is a purpose behind every sentence, clause, or phrase used in an act and that no part of a statute is superfluous." (Internal quotation marks omitted.) *Small* v. *Going Forward, Inc.*, 281 Conn. 417, 424, 915 A.2d 298 (2007). One obvious purpose of using the word "accumulated" in § 31-51pp (c) (1) is to distinguish sick leave credited on the basis of work performed in the past from sick leave that may be obtained from sick leave banks for work to be performed in the future. In the absence of any limiting term, this distinction would not be absolutely clear. Use of the word "available" would create a similar ambiguity because it also fails to distinguish between past and future sick leave. Only terms such as "accrued," "earned" and "accumulated" refer to sick leave that has been credited to an employee on the basis of work performed in the past. Accordingly, far from reading the word "accumulated" out of the statute, the present interpretation is consistent with the statute's purpose of prohibiting employers from denying employees the right to use up to two weeks of paid sick leave earned on the basis of their past work for family and medical leave purposes.

The judgment is affirmed.

In this opinion NORCOTT, PALMER and VERTEFEUILLE, Js., concurred.

[1] The other defendant in this action, Local 1298, Communications Workers of America (Local 1298), was permitted to intervene in the plaintiff's administrative appeal. Local 1298 is the collective bargaining representative of certain of the plaintiff's employees whose interests may be affected by the commissioner's declaratory ruling.

We refer to Local 1298 and the named defendant, Shaun B. Cashman, the commissioner of labor, collectively as the defendants.

[2] The agreement specifically provided: "A regular or provisionally regular full or part-time employee . . . shall receive normal pay for short periods of time off duty occasioned by personal sickness as indicated below. . . .

"During the first year of net credit service—None.

"During the second year of net credit service—Five working days.

"After two years of net credited service—Ten working days during each service year."

[3] The plaintiff also sought a declaratory ruling on two other questions pertaining to sick leave under the family and medical leave law, neither of which are relevant to the issue on appeal.

[4] The commissioner explained that the law's "intent is to strike a balance between the employer's need for the predictable presence of its employees and [the] employees' need for time off to care for seriously ill family members [or] for their own serious health conditions."

[5] General Statutes § 4-183 provides in relevant part: "(a) A person who has exhausted all administrative remedies available within the agency and who is aggrieved by a final decision may appeal to the Superior Court as provided in this section.

* * *

"(j) The court shall not substitute its judgment for that of the agency as to the weight of the evidence on questions of fact. The court shall affirm the decision of the agency unless the court finds that substantial rights of the person appealing have been prejudiced because the administrative findings, inferences, conclusions, or decisions are: (1) In violation of constitutional or statutory provisions; (2) in excess of the statutory authority of the agency; (3) made upon unlawful procedure; (4) affected by other error of law; (5) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or (6) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion. If the court finds such prejudice, it shall sustain the appeal and, if appropriate, may render a judgment under subsection (k) of this section or remand the case for further proceedings. For purposes of this section, a remand is a final judgment. . . ."

[6] Following the enactment of the family and medical leave law, the plaintiff and its employees entered into a renegotiated collective bargaining agreement, the terms of which are not before this court. Both parties conceded at oral argument, however, that the present appeal involves a live controversy and is not moot because the subsequent collective bargaining agreement contains essentially the same sick leave provisions as the preceding agreement.

[7] General Statutes § 31-51*ll* (e) (2) (B) provides: "An eligible employee may elect, or an employer may require the employee, to substitute any of the *accrued* paid vacation leave, personal leave, or medical or sick leave of the employee for leave provided under subparagraph (C), (D) or (E) of subdivision (2) of subsection (a) of this section for any part of the sixteen-week period of such leave under said subsection, except that nothing in section 5-248a or sections 31-51kk to 31-51qq, inclusive, shall require an employer to provide paid sick leave or paid medical leave in any situation in which such employer would not normally provide any such paid leave." (Emphasis added.)

General Statutes § 31-51*ll* (a) (2) provides: "Leave under this subsection may be taken for one or more of the following reasons:

"(A) Upon the birth of a son or daughter of the employee;

"(B) Upon the placement of a son or daughter with the employee for adoption or foster care;

"(C) In order to care for the spouse, or a son, daughter or parent of the employee, if such spouse, son, daughter or parent has a serious health condition;

"(D) Because of a serious health condition of the employee; or

"(E) In order to serve as an organ or bone marrow donor."

[8] For example, § 31-51*ll* (e) (2) (B) does not apply in situations in which the employer's plan normally would not allow an employee to use paid sick leave for the family medical leave purposes described in that statute; see General Statutes § 31-51*ll* (e) (2) (B) ("nothing in section 5-248a or sections 31-51kk to 31-51qq, inclusive, shall require an employer to provide paid sick leave or paid medical leave in any situation in which such employer would not normally provide any such paid leave"); whereas § 31-51pp (c) (1) applies to *all* otherwise qualified employees, including those who receive benefits under § 31-51*ll* (e) (2) (B) *and* those who fall within the exclusionary provision of § 31-51*ll* (e) (2) (B). See General Statutes § 31-51pp (c) (1) ("[i]t

shall be a violation of sections 31-51kk to 31-51qq, inclusive, for *any* employer to deny an employee the right to use up to two weeks of accumulated sick leave or to discharge, threaten to discharge, demote, suspend or in any manner discriminate against an employee for using, or attempting to exercise the right to use, up to two weeks of accumulated sick leave to attend to a serious health condition of a son or daughter, spouse or parent of the employee" [emphasis added]). The purposes for which paid sick leave may be used under the two statutes also differ in certain respects. Section 31-51*ll* (e) (2) (B) permits such leave to be used for the care of the employee's child, spouse or parent with a serious health condition, for the employee's own serious health condition or for the purpose of serving as an organ or bone marrow donor. Section 31-51pp (c) (1), on the other hand, permits an employee to use at least two weeks of paid sick leave for the birth or adoption of the employee's child, as well as for the care of the employee's child, spouse or parent with a serious health condition.

On the issue of enforcement, General Statutes § 31-51pp (c) (1) provides that "[i]t shall be a violation of sections 31-51kk to 31-51qq, inclusive, for any employer to deny an employee the right to use up to two weeks of accumulated sick leave or to discharge, threaten to discharge, demote, suspend or in any manner discriminate against an employee for using, or attempting to exercise the right to use, up to two weeks of accumulated sick leave" for the designated purposes. Although the enforcement provision in § 31-51pp (c) (2) is available only to employees aggrieved by violations of subsection (c), employees whose employers allow them to use paid sick leave to care for a child, parent or spouse under § 31-51*ll* (e) (2) (B) may enforce the right to do so for at least two weeks under § 31-51pp (c) because of the express language in subsection (c) (1), which refers to violations of §§ 31-51kk to 31-51qq, inclusive.

[9] General Statutes § 31-51*ll* is entitled: "Family and medical leave: Length of leave; eligibility; intermittent or reduced leave schedules; substitution of *accrued* paid leave; notice to employer." (Emphasis added.)

[10] Section 31-51qq-18 of the Regulations of Connecticut State Agencies provides in relevant part: "(a) Generally, [family and medical leave law (FMLA)] leave is unpaid. However, under the circumstances described in this section, FMLA permits an eligible employee to choose to substitute paid leave for FMLA leave. If the employee does not choose to substitute *accrued* paid leave for FMLA leave, the employer may require the employee to substitute *accrued* paid leave for FMLA leave.

* * *

"(c) Substitution of paid *accrued* vacation, personal or medical/*sick leave* may be made for any unpaid leave needed to care for a family member, or the employee's own serious health condition. Substitution of medical/sick leave may be elected to the extent the circumstances meet the employer's usual requirements for the use of medical/sick leave. An employer is not required to allow substitution of paid sick or medical leave for unpaid FMLA leave 'in any situation' where the employer's uniform policy would not normally allow such paid leave. An employee, therefore, has a right to substitute paid medical/sick leave to care for a seriously ill family member only if the employer's leave plan allows paid leave to be used for that purpose. Similarly, an employee does not have the right to substitute paid medical/sick leave for a serious health condition which is not covered by the employer's leave plan.

* * *

"(g) If neither the employee nor the employer elects to substitute paid leave for unpaid FMLA leave under the above conditions and circumstances, the employee shall remain entitled to all the paid leave which is *earned or accrued* under the terms of the employer's plan. . . ." (Emphasis added.)

[11] For example, employees who exercise their right to substitute two weeks of "accrued" sick leave under § 31-51*ll* (e) (2) (B) to care for a child, spouse or parent would be unable to enforce that right under § 31-51pp (c). See footnote 8 of this opinion.