ARTICLE 16
LEAVES OF ABSENCE

A. General Provisions
In accordance with the provisions of this Article, Leaves of Absence, with or without pay, may be approved by the University.

1. Pay Status
   Periods on leave with pay shall be considered time worked, except as provided in Section D., Family Care and Medical Leave.

2. Benefit Eligibility
   a. Periods of approved leave without pay are not counted as University service and shall not be considered a break in service. Except as provided for Pregnancy Disability Leave and Family Care and Medical Leave (see Sections C. and D. of this Article), an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans as determined by plan documents and regulations for the period of the leave by remitting, in accordance with the provisions of the applicable plans, the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.
   b. If an employee is on leave without pay more than half a calendar month, sick leave, vacation, and seniority credit do not accrue.

3. Requests for Leave
   Except as provided in Section D., Family Care and Medical Leave, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leave shall contain the requested beginning date, end date, estimated duration of the leave, and any additional information as required.

4. Duration
   The duration of the leave, commencement of the leave and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under Section D., Family Care and Medical Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months, or twelve (12) months, if extended.

5. Return to Work
   a. Except as provided in Section C., Pregnancy Disability Leave, and Section D., Family Care and Medical Leave, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same
department/division when the duration of the leave is six (6) calendar months or less, or twelve (12) months if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff.

b. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job, if such failure to return exceeds five (5) consecutive working days of the anticipated return date.

c. An employee who has exhausted his/her original leave entitlement and who has been granted additional leave under another section of this Article, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.

d. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

B. Personal Leave

1. An employee in a career position may be granted a personal leave for the employee's convenience, subject to the operational needs and requirements of the University. In special situations, a personal leave for temporary employment outside the University may be approved provided that the outside work is in the interest of public service and/or will be beneficial to the University upon the employee's return.

2. A personal leave may also be granted for an extended illness or to care for a newborn or newly-adopted child (see D.2.a.4), need to provide care for members of the family, and education which will directly increase job effectiveness.

3. A Department Head may approve a personal leave for a period not in excess of six (6) months. The Chancellor, upon recommendation of a Department Head, may approve extension of a personal leave for a total leave of not more than twelve (12) months.

C. Pregnancy Disability Leave

1. A female employee disabled on account of pregnancy, childbirth, or related medical conditions, is entitled to a medical leave of absence in accordance with the provisions of this Article. Pregnancy Disability Leave may consist of leave without pay and/or paid leave such as accrued sick leave, accrued vacation leave, and compensatory time off. The employee shall provide written notice of the need for leave as soon as she becomes aware of it and, at a minimum, thirty (30) days in advance if possible.

2. Verification of medical disability for pregnancy-related purposes shall include, but is not limited to, a statement of a health care provider (as defined in Section D.1.i. of this Article) of the anticipated duration of disability; the estimated date of delivery; a statement that the employee is incapable of performing the essential assigned functions of
her job; and the anticipated date that the employee will be able to perform the essential assigned functions of her job.

3. Time Periods
   a. During the period of verified pregnancy-related/childbearing disability, a female employee is entitled to and the University shall grant a medical leave of absence of up to four (4) months. If a career employee's pregnancy-related/childbearing medical disability continues beyond four (4) months, a personal leave of absence may be granted, for a total leave of absence not to exceed six (6) months.

   b. If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act (FMLA), up to twelve (12) workweeks of such leave shall run concurrently. Upon termination of Pregnancy Disability Leave that runs concurrently with FMLA Leave, an employee shall also be entitled, if eligible, to up to twelve (12) workweeks of state Family Care and Medical Leave under the California Family Rights Act (CFRA) for any covered reason except pregnancy or a pregnancy-related medical condition provided the employee has not exhausted her FMLA/CFRA leave entitlement for that leave year. When parental leave is granted under Section D., Family Care and Medical Leave, the total of parental leave and pregnancy related/childbearing disability leave, when combined, shall not exceed seven (7) months in the leave year.

4. Return from a Pregnancy/Disability Leave
   An employee who has been granted a medical leave of absence for pregnancy/childbearing disability purposes shall be returned to the same job provided the employee returns to work immediately upon termination of the pregnancy-related/childbearing disability and provided such return is within four (4) months of the date on which the pregnancy-related/childbearing medical leave commenced. If the same job was abolished during the leave, a similar job will be offered. If a similar position is not available, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. A female employee who is also granted Parental Leave under Section D., Family Care and Medical Leave, shall be returned to work in accordance with Section F.5 of this Article.

5. Continuation of Health Benefits
   An employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave shall not be entitled to an additional twelve (12) workweeks of health plan coverage under the CFRA.

6. Reduced Schedule/Intermittent Leave
   When medically necessary, and supported by medical certification, the University shall grant an employee Pregnancy Disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one (1) day. Only the time actually
spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of four (4) months in any twelve (12) month period.

As an alternative to, or in addition to Pregnancy Disability Leave, the University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee and with the advice of the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the employee is also on a reduced work schedule or an intermittent leave schedule.

D. Family Care and Medical Leave
Employees who have at least one (1) year of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement) and have worked at least one thousand two hundred fifty (1,250) hours (actual hours worked) during the twelve (12) month period immediately preceding the commencement of the leave, are eligible for and shall be granted up to a total of twelve (12) workweeks of Family Care and Medical Leave in a calendar year, except as otherwise provided in this Article. Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation and leave of absence without pay.

1. Definitions
   a. Parental Bonding Leave is Family Care Leave granted to an employee to bond with an employee's newborn child or placement with the employee for adoption or foster care, and to attend to matters related to the birth, adoption or placement of the child.

   b. Medical Leave is leave granted for the employee's own serious health condition that makes the employee unable to perform any one or all of the essential assigned functions of the employee's position. An employee disabled because of pregnancy-related conditions is covered under Section C. of this Article.

   c. Family Illness Leave is leave to care for the employee's child, parent or spouse with a serious health condition.

   d. A Family member, for the purpose of Family Care Leave, is the employee's biological, adopted, or foster child, a stepchild or legal ward who is under eighteen (18) years, a child for whom the employee stands in loco parentis, or an adult dependent child.

   e. A Parent, for the purpose of Family Care Leave, is a biological, foster, or adoptive parent, a stepparent or legal guardian, or an individual who stood in loco parentis to
the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in loco parentis.

f. **Spouse** means a partner in marriage.

g. **An employee's own serious health condition** means an illness, injury, impairment, or physical or mental condition that makes the employee unable to perform any one or all of the essential assigned functions of the employee's position and involves one of the following:

1. inpatient care in a hospital, hospice, or residential medical care facility; or

2. continuing treatment by a health care provider for:
   a. a period of incapacity of more than three (3) consecutive calendar days; or
   b. any period of incapacity or treatment due to a chronic serious health condition; or
   c. any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

h. **A serious health condition** for the purpose of family illness means an illness, injury, impairment, or physical or mental condition, as described in D.l.g. above, of the employee's child, parent or spouse which requires the participation of the employee to provide supervision or care during a period of incapacity or treatment including providing psychological comfort.

i. **Health care provider** means an individual who is licensed in California to hold either a physician's certificate, surgeon's certificate or an osteopathic physician's certificate, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), nurse practitioners and nurse-midwives performing within the scope of their practice, Christian Science practitioners, any individual duly licensed to practice medicine in another state or jurisdiction, or any health provider that the employee's plan carrier recognizes for purposes of payment.

j. **Equivalent position** has the same pay, benefits, and working conditions, including the same or substantially similar duties and responsibilities, which entail substantially equivalent skill, effort, responsibility, and authority.

k. **One thousand two hundred fifty (1,250) hours of Actual Service** means time actually spent at work and does not include any paid time off including, but not limited to, an employee's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-
call status. For employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the one thousand two hundred fifty (1,250) actual hours of work requirement.

2. General Provisions
   a. Time Periods
      1. For Family Care Leave purposes only, twelve (12) workweeks mean twelve (12) workweeks in a calendar year for full-time employees. For employees who work less than full-time or who work full-time but on alternative work schedules, the number of working days shall be adjusted on a pro-rata basis. In the event University policy and/or applicable State or Federal law result in a different date of commencement for this twelve (12) month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University staff employees.

      2. When medically necessary and supported by medical certification, the University shall grant an employee Family Care and/or Medical Leave on a reduced work schedule or on an intermittent basis including absences of less than one (1) day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of twelve (12) workweeks in the leave year.

      3. When the employee requests an intermittent leave or leave on a reduced leave schedule for a planned medical treatment, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

      4. A personal leave may also be granted to career employees who are ineligible for Family Care and Medical Leave or who are eligible for Family Care and Medical Leave but have exhausted their twelve (12) workweek entitlement in one (1) work year, for extended illness or to care for a newborn or newly-adopted child. Such leave may consist of leave without pay and/or paid leave such as accrued sick leave and vacation.

      5. The leave shall be requested at least thirty (30) days in advance if possible.

   b. Continuation of Health Benefits
      An employee on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in the leave year. However, an employee who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family Care and Medical Leave shall not be entitled to an additional twelve (12)
workweeks of health plan coverage under the CFRA. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

c. Notice
1. If the employee learns of the event giving rise to the need for leave more than thirty (30) days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave, and at a minimum, thirty (30) days prior to the commencement of the leave, if practicable.

2. If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the employee shall make reasonable efforts to schedule leaves so as to avoid disruption to the University's operations.

3. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the employee shall provide the University with as much advance notice as is practicable, and at a minimum, within two (2) working days after learning of the event, except in extraordinary circumstances where such notice is not feasible.

4. An employee who fails to give thirty (30) days’ notice for a foreseeable leave, with no reasonable basis for the delay, may have his/her Family Care and/or Medical Leave delayed until thirty (30) days after the date on which the employee provides notice.

5. The University shall determine whether the employee is eligible and qualifies for a Family Care or Medical leave and shall notify the employee, in writing, when the leave is designated or provisionally designated as Family Care or Medical leave. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of twelve (12) workweeks in the leave year may be granted in accordance with this Section.

d. Certification
1. When leave is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for Family Care or Medical Leave be supported by a written certification issued to the University by the employee's health care provider. Such request to the employee shall be in writing. The certification may be provided on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee has a serious health condition, include the following:

a. a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position including a statement of the function(s) the employee is unable to perform;
b. the date, if known, on which the serious health condition commenced; the probable duration of the condition and the probable date of return; an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring care;

c. whether it will be necessary for the employee to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration of such schedule; and

d. if the condition is chronic and the employee is presently incapacitated the duration and frequency of episodes of incapacity.

2. When a leave of absence is requested for the serious health condition of the employee's family member, the University shall require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee's family member has a serious health condition, include:

a. a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care;

b. whether the employee's family member will need care intermittently or on a reduced leave schedule and the probable duration that the employee is needed to provide care; and

c. In addition, the employee will be required to certify either on the form or separately the care he/she will provide to the family member and the estimated duration of the period of care.

3. Should there be any questions regarding the validity of the employee's medical certification for his/her own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a second health care provider chosen by the University. Should the second medical opinion differ from the employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions, and the third opinion shall be final.
4. If additional leave is requested upon expiration of the leave granted, or should the circumstances of the leave change, the University may, at its discretion, require the employee to obtain recertification. Such requests for subsequent certification shall be in writing.

5. If certification or recertification is required, the employee shall return the certification within fifteen (15) calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the leave being delayed until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in the delay of continuation of the leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given fifteen (15) calendar days to perfect the certification. Failure to perfect an incomplete certification may result in denial of the leave or denial of continuation of the leave. If the employee fails to provide a certification/ recertification or a completed certification/recertification and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA/CFRA leave.

6. An employee who has been granted a Medical Leave shall be returned to the same or an equivalent position when the employee has been medically released to perform the essential assigned functions of his/her job. Failure to provide a medical release to return to work may result in the delay of reinstatement until after the employee submits the required medical release certification.

e. Use of Accrued Paid Leave

1. An employee on approved Family Care Leave may, at the discretion of the University, elect to use accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay. Up to thirty (30) days of accrued sick leave per year may be substituted for Family Care Leave granted under this section.

2. An employee on an approved Parental Bonding Leave may elect to use accrued vacation time and/or compensatory time off before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay.

3. An employee on leave for his/her own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided under Article 30, Work Incurred Injury or Illness. Employees not
eligible for University disability benefits who are not on leave due to a work-incurred illness or injury shall use all accrued sick leave prior to taking leave without pay. An employee may elect to use accrued compensatory time off or accrued vacation before taking leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten (10) percent of the vacation leave credit prior to taking leave without pay.

f. Parental Bonding Leave
An eligible employee is entitled to Family Care Leave to bond with his/her child after the child's birth or placement with the employee for adoption or foster care, and to attend to matters related to the birth, adoption or placement of the child. Leave granted for such bonding purposes must be concluded within twelve (12) months following the child's birth or placement with the employee. The University will grant Parental Bonding Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability Leave, an employee eligible for leave under the FMLA/CFRA at the beginning of her Pregnancy Disability Leave shall be granted a Parental Bonding Leave for up to twelve (12) workweeks provided that the employee has not exhausted her FMLA/CFRA leave entitlement for that year.

1. Requests for Parental Bonding Leave
The employee shall request Parental Bonding Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the employee. The anticipated date of return from Parental Bonding Leave shall be set at the time such leave commences; or if requested, in conjunction with a Pregnancy Disability Leave, shall be set at the time such leave commences. Parental Bonding Leave, when taken for adoption or foster care, could commence prior to the date of placement.

2. Duration
When Parental Bonding Leave is combined with a leave for pregnancy-related and/or pregnancy disability, the total Pregnancy Disability/Parental Bonding Leave shall not exceed seven (7) months in the leave year.

3. The basic minimum duration of any Parental Bonding Leave is two (2) weeks. However, the University will grant an employee's request for a Parental Bonding Leave of less than two (2) weeks duration on any two (2) occasions during the leave year. The University, at its discretion, may request that any additional leaves requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.

4. Review of Denials or Deferrals of Family Care Leave Requests
If an employee's request for Family Care and/or Medical Leave is denied, deferred, or otherwise provided for a period shorter than the employee's
initial request, such University action may, upon the employee's written request, be reviewed by the Department Head. Neither the University's action in granting or not granting a Family Care and/or Medical Leave nor the results of such review shall be subject to Article 21, Grievance Procedure or Article 22, Arbitration Procedure, of this Agreement.

5. **Return to Work**
   An employee granted Family Care and/or Medical Leave shall be returned to the same or an equivalent position upon return from the leave. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished or affected by layoff. A casual employee granted a Family Care and/or Medical Leave is not entitled to reinstatement to his/her position if the employee's appointment ending date or predetermined date of separation occurs before the scheduled return date.

g. **Military Caregiver Leave**
   Military Caregiver Leave is an additional type of Family Care and Medical Leave available to eligible employees. An employee may take Military Caregiver Leave to care for a family member who is a "covered service member" undergoing medical treatment, recuperation or therapy for "serious injury or illness."

   1. **Eligibility Criteria and Duration**
      An eligible employee is entitled to up to twenty-six (26) weeks of Military Caregiver Leave during a single twelve (12) month leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered service member to be eligible for this type of leave and must meet the eligibility requirements for Family Care and Medical leave set forth in Section D of this Article.

   2. **Definitions**
      a. "Covered service member" means (a) a current member of the regular Armed Forces (including a member of the Reserves; a member of the National Guard; or a member of the Armed Forces, the National Guard, or the Reserves, who is on the temporary disability retired list) who has a "serious injury or illness" incurred or aggravated in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list, or (b) a veteran of the Armed Forces (including the National Guard or the Reserves), provided that the veteran is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness" that was incurred or aggravated in the line of duty on active duty within five (5) years of the date on which the veteran left the Armed Services.
b. "Outpatient status" means the status of a service member assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

c. "Serious injury or illness" means an injury or illness (a) incurred or aggravated by the covered service member in the line of duty on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating; or (b) of a veteran of the Armed Forces (including the National Guard and the Reserves), provided that the veteran's injury or illness was incurred or aggravated in the line of duty on active duty and that the medical treatment, recuperation, or therapy that the veteran is receiving for that injury or illness is occurring within five (5) years of the date the veteran left the Armed Forces.

d. "Parent of a covered service member" means a covered service member's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered service member. The term does not include parents "in law."

e. "Son or daughter of a covered service member" means the covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member stood in loco parentis, and who is of any age.

f. "Next of kin" means (a) the nearest blood relative of the covered service member (other than the covered service member's spouse, domestic partner, parent, son or daughter); or (b) the person who the covered service member has designated in writing as his or her nearest blood relative for purposes of Military Caregiver Leave.

g. "Single twelve (12) month leave period" means the period beginning on the first day the employee takes leave to care for the covered service member and ends eleven (11) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at the University.)

3. **Leave Entitlement**

   Leave is applied on a per-covered service member, per-injury basis. Eligible employees may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered service member or to care for the same service member with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any "single twelve (12) month period." If an eligible employee does not use all of his or her twenty-six (26) workweeks of leave entitlement to care for a covered service member during this single twelve (12) month leave period, the remaining
part of the twenty-six (26) workweek entitlement to care for the covered service member for that serious injury or illness is forfeited. As with other types of Family Care and Medical Leave, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered service member, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates a recurring period of leave than does the employee's regular position.

4. **Documentation and Certification**
   Employees may be required to provide a certification completed by an authorized health care provider of the covered service member that provides information necessary to establish entitlement to Military Caregiver Leave. In addition, employees may be required to provide certain information (or have the covered service member provide that information) including information establishing that the service member is a covered service member for purposes of Military Caregiver Leave, his or her relationship with the employee, and an estimate of the leave needed to provide the care. The employee may also be required to provide confirmation of a covered family relationship between the employee and the service member.

5. **Use of Accrued Paid Leave**
   Military Caregiver Leave is unpaid leave, except an employee may use sick leave in accordance with Article 13, Sick Leave and shall use accrued vacation time prior to taking leave without pay.

6. **Advance Notice**
   Whenever possible, an employee shall provide at least thirty (30) days advance notice. If thirty (30) days' notice is not practicable, notice shall be given as soon as practicable. Failure to comply with this notice requirement may result in postponement of leave.

7. **Reinstatement**
   Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 18, Layoff and Reduction in Time.
8. **Continuation of Health Benefits**
   An employee on an approved Military Caregiver Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status during the leave.

h. **Qualifying Exigency Leave**
   Qualifying Exigency Leave is an additional type of Family Care and Medical Leave available to eligible employees. If the employee is the spouse, domestic partner, son, daughter or parent of a "covered military member," the employee may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the covered military member is on active military duty or has been notified of an impending call or order to active military duty in the Armed Forces.

1. **Definitions**
   a. "Covered military member" is an individual who is on "active duty or call to active duty status" and is either (a) a member of a regular component of the Armed Forces who is deployed to or returning from a foreign country due to service with the Armed Forces, (b) a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Air National Guard of the United States, Air Force Reserve, or Coast Guard Reserve) or (c) a retired member of the regular Armed Forces or the Reserves.

   b. "Parent of a covered military member" means a covered military member's biological, adopted, or foster parent or any other individual who stood in loco parentis to the covered military member. The term does not include parents "in law."

   c. "Son or daughter of a covered military member" means a covered military member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered military member stood in loco parentis, and who is of any age.

   d. "Active duty or call to active duty status" means duty under a call or order to active duty (or notification of an impending call or order to active duty) in the Armed Forces.

   e. "Qualifying exigency" is defined as any one of the following, provided that the activity relates to the covered military member's active duty or call to active duty status:

      1. Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment.

      2. Military events and activities, including official ceremonies.
3. Childcare and school activities for a child of the covered military member who is either under age eighteen (18) or incapable of self-care.

4. Financial and legal arrangements to address the covered military member's absence or to act as the covered military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on active duty or call to active duty status, and for the ninety (90) days after the termination of the covered military member's active duty status.

5. Counseling (provided by someone other than a health care provider) for the employee, for the covered military member, or for the child of the covered military member who is either under age eighteen (18) or incapable of self-care.

6. Rest and recuperation (up to five (5) days of leave for each instance) to spend time with the covered military member who is on short-term, temporary rest and recuperation leave during deployment.

7. Post-deployment activities to attend ceremonies sponsored by the military for a period of ninety (90) days following termination of the covered military member's active duty and to address issues that arise from the death of the covered military member while on active duty status.

8. Additional activities related to the covered military member's active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency, and agree to both the timing and duration of the leave.

2. Eligibility
An employee who is the spouse, domestic partner, son, daughter, or parent of a covered military member is eligible for Qualifying Exigency Leave if the employee meets the eligibility requirements for Family Care and Medical Leave set forth in Section D. of this Article.

3. Leave Entitlement
Eligible employees are entitled to up to twelve (12) workweeks of Qualifying Exigency leave during a calendar year. As with other Family Care and Medical Leaves, Qualifying Exigency Leave also may be taken on an intermittent or reduced schedule basis.

4. Documentation and Certification
Employees may be required to provide a copy of the covered military member's active duty orders. Employees may also be required to provide certification of: (1) the reasons for requesting Qualified Exigency Leave, (2) the beginning and end dates of the qualifying exigency, and (3) other relevant information.
5. **Use of Accrued Paid Leave**

Qualified Exigency Leave is unpaid leave, except that an employee shall use accrued vacation time prior to taking leave without pay.

6. **Notice**

The employee shall provide notice of the need for leave as soon as practicable.

7. **Reinstatement**

Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 18, Layoff and Reduction in Time.

8. **Continuation of Health Benefits**

An employee on an approved Qualified Exigency Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in a calendar year.

i. **Military Spouse/Domestic Partner Leave**

An employee who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a "qualified leave period" when the employee's spouse or domestic partner is on leave from a period of military conflict. "Qualified leave period" means the period during which the "qualified member" is on leave from deployment during a period of military conflict. An eligible employee shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. **Eligibility**

   To be eligible, an employee must satisfy all of the following criteria:

   a. be a spouse or domestic partner of a "qualified member" defined in I.2.;

   b. perform services for the University for an average of twenty (20) or more hours per week;

   c. provide the University with notice, within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, of the employee's intention to take the leave; and
d. submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.

2. Definitions
   a. "Qualified member" means a person who is any of the following:
      
      1. a member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States; or
      
      2. a member of the National Guard who has been deployed during a period of military conflict; or
      
      3. a member of the Reserves who has been deployed during a period of military conflict.

   b. "Period of military conflict" means either of the following:
      
      1. a period of war declared by the United States Congress; or
      
      2. a period of deployment for which a member of a reserve component is ordered to active duty, as defined in Military and Veterans Code section 395.10.

3. Substitution of Paid Leave
   This leave is unpaid leave, except that an employee shall use accrued vacation time prior to taking leave without pay.

j. Jury Duty/Grand Jury Duty
   1. An employee summoned to jury duty must provide a copy of the summons to his/her supervisor upon request.

   2. A full-time career employee shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the employee's normal workday and the normal workweek. Employees are required to report back to work as soon as possible after they are released from jury duty, unless there are less than two (2) hours remaining in their scheduled workday, in which case they should report to work on their next scheduled workday. Not returning in a timely manner may be considered an unexcused absence. Employees may be required to provide documentation from the court showing time served.

   3. During the time an employee is responsible to the court for daytime jury duty, the University will convert the employee's usual work shift to a regular five (5) day, Monday through Friday, day shift basis.
4. A part-time employee in a career position shall be granted leave with pay for actual time spent on jury service and in related travel which occur during the employee's regularly scheduled hours of work.

5. An employee who serves on jury duty on a holiday observed by the University is eligible for holiday pay, but does not receive an alternate day off.

k. Witness Leave
   1. When served with a subpoena which compels the employee's presence as a witness, a full-time employee in a career position on any shift or work schedule shall be granted leave with pay for actual time spent at the administrative or legal proceedings and in related travel, not to exceed the number of hours in the employee's normal workday and the employee's normal workweek.

   2. A part-time employee in a career position shall be granted leave with pay for time spent at the proceedings and in related travel which occur during the employee's regularly scheduled hours of work.

   3. Leave with pay shall not be granted when an employee is the plaintiff or defendant in a proceeding, is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.

l. Leave for Work-Incurred Disability
   An employee who is off pay status and receiving temporary disability payments under the Worker's Compensation Act may be granted, at the discretion of the Department Head, a leave without pay for all or part of the period during which temporary disability payments are received, except that any leave without pay which is granted shall not extend beyond a predetermined date of separation. Time on workers' compensation leave runs concurrently with FMLA/CFRA leave.

m. Recording of Leaves
   Each approved leave without pay shall be reported by submission of the appropriate payroll/personnel form. An absence is not considered an approved leave for purposes of University benefits unless this form is submitted.