

## **ARTICLE 20 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. Benefit Eligibility**

- a. For purposes of benefit eligibility, an approved leave without pay shall not be considered a break in service. Unless continuation of benefits is required by law, an eligible employee on approved leave without pay may select 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 plan(s), 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.

#### **2. Requests for Leave**

Except as otherwise provided by law, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing to the University. 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. If the employee learns of the event giving rise to the need for leave more than 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, with 30 days advance, written notice. If the employee learns of the event giving rise to the need for leave less than 30 days in advance, the employee shall provide the University with as much advance, written notice as possible, and, at a minimum, with such notice no more than five working days after learning of the event. All requests for leave shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

#### **3. Duration**

The duration, terms 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 by law, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as required by law, the total

aggregate of leaves of absence taken in any combination granted under this Article, shall not exceed six (6) months.

4. Return to Work

- a. Except as required by law, 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 calendar months or less, or 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. The date of return to work is determined when the leave is granted.
- b. An employee who has exhausted his/her original leave entitlement and who has been granted additional leave under another section of this Article or pursuant to a statutory right, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted or pursuant to law.
- c. 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. A non-probationary career employee may be granted a personal leave of absence without pay at the sole, non-grievable discretion of the University. Such leave shall not exceed six calendar months.
2. If an employee's request for a personal leave of absence without pay is denied, such denial may, upon the employee's written request, be reviewed by the Department/Division Head. The results of such a review shall not be subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.
3. The University at its sole non-grievable discretion may approve an extension of a personal leave of absence without pay for a total leave of not normally more than 12 months.

**C. MEDICAL LEAVES OF ABSENCE**

1. Medical Leave of Absence, granted under this section, is the period(s) an eligible employee is granted leave from work for medical reasons in

accordance with Section C.2., Eligibility, below. This leave includes the combined use of accrued sick leave and the medical leave of absence without pay in accordance with the provisions of this Article and Article 19 -Sick Leave. In the event that an employee's accumulated sick leave credit is exhausted, an employee may be placed on a Medical Leave of Absence without pay in accordance with the provisions of this section. Medical leaves of absence without pay are provided for leaves due to nonwork related illnesses or injuries.

## 2. Eligibility

- a. An employee may be eligible for a Medical Leave of Absence without pay when he/she:
  - 1) Is medically incapable of performing essential assigned functions of his/her job due to a non-work related illness or injury; and
  - 2) Has furnished evidence of disability satisfactory to the University; or
  - 3) Has exhausted her four (4) month entitlement under Pregnancy Disability leave; or
  - 4) Has either exhausted his/her leave entitlement under state and/or federal law or is not otherwise eligible for medical leave under state and/or federal law.

## 3. Notification

Requests for medical leave or to extend a medical leave without pay shall be in writing as provided in Section A.3., and the employee shall furnish evidence of disability satisfactory to the University as provided in Section C.4., Documentation and Verification, below.

## 4. Documentation and Verification

- a. Documentation of the employee's disability and/or ability to return to work is required and is subject to verification by the University. Such documentation shall include, but is not limited to, a health practitioner's (as defined in Article 19 - Sick Leave, Section D.4.) statement of the anticipated duration of disability, and a statement that the employee is incapable of performing the essential assigned functions of his/her job, or is able to return and perform the essential assigned functions of his/her job.

- b. The University may have an employee claiming disability examined by a physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination required by the University.
- c. Verification of medical disability for pregnancy-related purposes additionally includes a physician's statement regarding the estimated date of delivery and the anticipated date of the employee's ability to perform the essential assigned functions of her job.

5. Duration

Medical leaves of absence are granted for the period of verified disability and are not granted for non-disability purposes. When the use of accrued sick leave and a medical leave of absence without pay are combined, a medical leave of absence from work for non-work related disability purposes may be granted by the University for a total period of verified disability not to exceed six months.

6. Pregnancy Disability Leave

The University shall adhere to state and/or federal law.

7. Extensions of Leaves

- a. In the event that an employee's verified non-work-related disability exceeds six months, a personal leave of absence may be granted in accordance with the provisions of Section B., of this Article. However, the aggregate of leave for medical reasons shall not exceed 12 consecutive months. The granting of a personal leave of absence in order to extend an employee's total absence from work for medical purposes is at the sole discretion of the University and without recourse to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement. An employee on such personal leave of absence shall submit medical verification that he/she has been medically released to perform the essential assigned functions of his/her job prior to his/her return in accordance with Section C.4.a. of this Article.
- b. If an extension to a medical leave of absence within the total six-month period or if a personal leave of absence after six months is not granted, an employee may be medically separated in accordance with Article 23 - Medical Separation of this Agreement.

8. Return from a Medical Leave of Absence

- a. 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 months of the date on which the pregnancy-related/childbearing medical leave commenced. If the same job is not available, 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.
- b. An employee who has been granted an approved medical absence for medical reasons other than pregnancy-related/childbearing disability shall be returned to the same or a similar position when the employee has been medically released to perform the essential assigned functions of his/her job in accordance with applicable law. If the position held has been abolished or affected by layoff during the absence, 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.

**D. FAMILY CARE AND MEDICAL LEAVE**

1. The University shall adhere to state and/or federal law. The University agrees that the term "spouse" encompasses partners in marriage and domestic partners.
2. A domestic partner means the individual designated as an employee's domestic partner under one of the following methods: (i) registration of the partnership with the State of California; (ii) establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or (iii) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as an employee's domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to

the relationship; the individuals share a common residence; and the individuals are financially interdependent.

#### **E. JURY DUTY/GRAND JURY DUTY**

Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for actual time spent on jury service and grand jury service and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek. Upon request, the University will endeavor to accommodate an employee's summons to jury duty with a change in shift assignment.

#### **F. VOTING**

An employee shall be granted leave with pay, up to a maximum of two hours, for voting in a statewide primary or general election if the employee is scheduled to work eight hours or more on that day and does not have time to vote outside of working hours.

#### **G. BLOOD DONATIONS**

An employee may be granted leave with pay, up to a maximum of two hours, for donating blood during regularly scheduled hours of work.

#### **H. ADMINISTRATIVE OR LEGAL PROCEEDINGS**

1. When an employee is attending administrative or legal proceedings on behalf of the University or is subpoenaed by the University to appear as a witness on its behalf in an administrative or legal proceeding, leave without loss of straight-time pay will be granted for actual time spent in the proceedings and in related travel not to exceed the number of hours in the employee's normal work day and workweek.
2. 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.
3. The granting of leave without loss of straight-time pay status for other employment-related situations where an employee has been subpoenaed shall be at the sole non-grievable, non-arbitrable discretion of the University.

#### **I. EMERGENCIES**

In the event of natural or man-made emergencies, an employee may be granted leave with straight-time pay during regularly scheduled hours of work for the period of time authorized by the University. The granting of such leave and the period of time shall be at the sole, non-grievable discretion of the University.

## **J. UNIVERSITY FUNCTIONS**

At the sole, non-grievable discretion of the University and on a campus/Laboratory basis and within a campus/Laboratory basis, an employee may be granted leave during regularly-scheduled hours of work to attend Commencement exercises, Charter Day exercises and other University meetings or functions as designated by the University. Such leave, when granted, shall be without loss of straight-time pay.

## **K. MILITARY LEAVE**

### **1. Eligibility for Pay and Benefits**

An employee is entitled to Temporary Military Leave for Training (Military Reserve Training Leave), Extended Military Leave, Emergency National Guard Leave, Military Leave for Physical Examinations, Military Caregiver Leave, Qualifying Exigency Leave and Military Spouse/Domestic Partner Leave provided that the employee gives advance written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders. Employees are responsible for informing their supervisors in advance of the need to take time off as soon as possible under the circumstances, depending on the nature of the leave.

## **L. FAILURE TO RETURN FROM LEAVE**

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, in accordance with Article 14 - Resignation, if such failure to return exceeds five consecutive working days of the anticipated return date.

## **M. FAMILY AND MEDICAL LEAVE – MILITARY CAREGIVER LEAVE**

### **1. Leave Entitlement**

An eligible employee is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single 12-month leave period. For purposes of this type of Family and Medical Leave only, a single 12-month leave period is the period beginning the first day an employee takes leave

to care for the covered servicemember and ends twelve (12) months after that date.

Leave is applied on a per-covered servicemember, per-injury basis. Eligible employees may take more than one period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any single 12-month period.

If an eligible employee does not use all of his/her 26 workweeks of leave entitlement to care for a covered servicemember during this single 12-month period, the remaining part of the 26 workweeks entitlement to care for the covered servicemember for that serious injury or illness is forfeited.

## 2. Reduced Schedule or Intermittent Leave

This leave may be taken on an intermittent or reduced schedule basis. If the employee's need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the employee should consult with his/her supervisor and make a reasonable effort to schedule the treatment so as to minimize the disruption to the University's operations. In addition, if the need for intermittent or reduced schedule leave is foreseeable based on planned medical treatment, the University may require the employee to transfer temporarily (during the period when intermittent or reduced schedule leave is required) to an alternative position for which the employee is qualified and that better accommodates recurring periods of leave than the employee's regular position.

## 3. Documentation and Certification

Employees may be required to provide a certification completed by an authorized health care provider of the covered servicemember 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 servicemember provide information) establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave, his/her relationship with the employee, and an estimate of the leave needed to provide the care.

## 4. Substitution of Paid Leave Benefits for Military Caregiver Leave

An employee may elect to substitute accrued vacation (or PTO, if applicable) and/or up to twelve (12) workweeks of sick leave for unpaid Military Caregiver Leave. If an employee wishes to take unpaid Military

Caregiver Leave and the employee's vacation accrual balance (or PTO balance, if applicable) is at the maximum, the employee will be required to use at least 10 percent of accrued vacation or PTO prior to taking unpaid Military Caregiver Leave.

## **N. FAMILY AND MEDICAL LEAVE – QUALIFYING EXIGENCY LEAVE**

1. An eligible employee who is the spouse, domestic partner, son, daughter or parent of a covered military member may take Qualifying Exigency Leave to attend to any qualifying exigency (as defined below) when 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.

- a. Qualifying Exigency

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 a 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 the age of 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 a child of the covered military member who is either under age 18 or incapable of self-care.
- 6) Rest and recuperation (up to five (5) days of leave for each instance) to spend time with a 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 a 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 University and the employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

b. Reduced Schedule or Intermittent Leave

Qualifying Exigency Leave may be taken on an intermittent or reduced schedule basis.

2. 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.

3. Substitution of Paid Leave Benefits for Qualifying Exigency Leave

An employee may elect to substitute accrued vacation (and/or PTO, if applicable) for unpaid Qualifying Exigency Leave. If an employee wishes to take unpaid Qualifying Exigency Leave and the employee's vacation accrual balance (or PTO balance, if applicable) is at the maximum, the employee will be required to use at least 10 percent of accrued vacation or PTO prior to taking unpaid Qualifying Exigency Leave.

4. Notice

The employee shall provide notice of the need for leave as soon as practicable, pursuant to Section K.1. of this policy.

**O. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE**

1. 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. A qualified leave period for this type of leave means the period during which the qualified member is on leave from deployment during a period of military conflict. An eligible employee will be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period. Qualified member and Period of Military Conflict are terms defined in Section II of this policy.
  
2. To be eligible for this leave, an employee must satisfy all of the following criteria:
  - a. Be a spouse or domestic partner of a qualified member,
  - b. Perform services for the University for an average of twenty (20) or more hours per week,
  - c. Provide the University with notice of the employee's intention to take the leave within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, 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.