

## **ARTICLE 17 LEAVES**

### **A. MILITARY LEAVE**

ASEs who are called to active military service will be provided leave from their current positions to fulfill their military obligations to the extent required by applicable law. Military leave will be paid to the extent required by applicable law and/or applicable University policy.

### **A. PREGNANCY DISABILITY LEAVE**

Under the California Pregnancy Disability Leave Laws, ASEs are entitled to unpaid leave for up to four months per pregnancy and/or reasonable accommodation for pregnancy disability, childbirth, and related medical conditions. Notwithstanding the foregoing, a Pregnancy Disability Leave will not continue beyond the end date of the ASE's appointment. The University will maintain and pay for health insurance coverage (University-sponsored Student Health Insurance Plans, or other insurance for non-student ASEs, as applicable) for the duration of the leave, not to exceed four months in a 12-month period under the same conditions that coverage would otherwise have been provided by the University if the ASE had been in employment continuously for the duration of the leave.

### **B. SHORT-TERM MEDICAL LEAVE AND FAMILY-RELATED LEAVE**

1. Upon request from an ASE, and subject to the provisions of this article, the University will grant an ASE's reasonable request for leave of absence of appropriate duration due to:
  - a. personal illness and/or disability;
  - b. birth, adoption, or care of a child or family member as defined below in Section H;
  - c. family emergencies; or
  - d. appointments and/or hearings scheduled by federal immigration officials or the U.S. Department of State with respect to immigration or citizenship status of the ASE, spouse, domestic partner, child or parent in accordance with the Immigration Side Letter.
2. Paid Medical Leave and Family Leave

Leaves in Section C.1. shall be paid leaves for salaried ASEs and shall be unpaid for hourly ASEs. The period of paid leave under Section C.1. shall

be no more than two (2) days for ASEs appointed at 50% for a regular academic quarter and shall be no more than three (3) days for ASEs appointed at 50% for a regular academic semester. For ASEs who are employed for other than 50% FTE, the amount of paid leave as covered in Section C. 1. will be prorated.

3. Supplemental Short-term

Unpaid leave may be granted for periods beyond the terms of leaves in Section 2, but shall not exceed the end of the appointment period. These leaves may be paid (in whole or in part) for reasons defined in Section 1 and at the sole discretion of the department or hiring unit.

**C. LONG-TERM MEDICAL LEAVE AND FAMILY-RELATED LEAVE**

Upon request from an eligible ASE, and subject to the provisions of this article, the University will grant an ASE's reasonable request for a long-term leave of absence during the academic year. Whenever possible, leave should be requested at least thirty (30) days in advance of the start date of the leave. The paid leaves described below may be combined for a maximum of six (6) weeks of paid leave during the academic year. The leave will not continue beyond the end date of the ASE's appointment.

1. Paid Leave for Pregnancy Disability, Childbirth and Related Medical Conditions

A salaried ASE shall be eligible to receive up to six (6) weeks of paid leave for pregnancy, childbirth or related medical conditions for the period prior to, during, and after childbirth. Any paid leave taken under this Section shall run concurrently with any leave taken under Section B pursuant to California's Pregnancy Disability Leave Laws. An ASE will be approved for up to two additional weeks of unpaid leave for baby bonding, provided such unpaid leave does not extend beyond the end date of the ASE's appointment. Unpaid leave may be granted for periods beyond the terms of leaves in this Section D, at the sole discretion of the University.

The University will not retaliate against an ASE who takes a leave under this section.

2. Other Paid Leave

A salaried ASE shall be eligible to receive up to four (4) weeks of paid leave due to the ASE's serious health condition, as defined under the Family and Medical Leave Act (FMLA), or to care for a family member of the ASE, as defined in Section H, who has a serious health condition. Additionally, this leave may be used to care for and bond with the ASE's

newborn child or a child placed with the ASE for adoption or foster care, provided that the leave is taken within twelve months of the birth or placement of the child with the ASE. An ASE will be approved for up to two additional weeks of unpaid leave for baby bonding or for a serious health condition, provided such unpaid leave does not extend beyond the end date of the ASE's appointment. Unpaid leave may be granted for periods beyond the terms of leaves in this Section D, at the sole discretion of the University.

An ASE receiving paid leave for pregnancy disability, childbirth, related medical condition or for illness or injury from any other source within the University will not be eligible to receive paid leave pursuant to this Section.

**D. BEREAVEMENT LEAVE**

The University will grant an ASE's reasonable request for bereavement leave due to the death of a family member as defined in Section H. The period of leave for bereavement shall be up to three (3) days per occurrence. Salaried ASEs shall be granted up to three (3) days pay for bereavement on those days the ASE was previously scheduled to work. Nothing in this Section shall preclude departments or hiring units from granting a longer period of paid bereavement leave when they determine the need to do so.

**E. JURY DUTY**

An ASE shall be eligible for a jury duty leave when summoned for required jury duty service. Jury duty leave is leave with pay. Verification of actual jury duty service shall be provided by the ASE to the University upon request. Jury duty leave will not continue beyond the end date of the ASE's appointment.

**F. OTHER LEAVES**

Other leaves, including but not limited to leave for service to government agencies and leave to attend professional meetings may be granted with or without pay at the University's sole discretion or if required by applicable law.

**G. DEFINITION OF FAMILY MEMBER**

Family member is defined as an ASE's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, step or foster child (including children of domestic partner).

**H. REQUEST FOR LEAVE AND COVERAGE**

In order to ensure proper coverage for leaves other than long-term leaves, ASEs are expected to contact the supervisor to request leave as soon as the need for

the leave becomes known but not less than one (1) working day in advance of the commencement of the leave unless the leave is for an unanticipated personal or family illness or bereavement.

Requests for leave shall be made in writing with information about the nature of the leave and probable duration. Upon request, the ASE will be required to provide appropriate documentation. While it is the University's responsibility to make arrangements for coverage, the ASE will assist as reasonably possible.