

ARTICLE 17 – 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. If applicable state or federal law requires that the University offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.

1. Benefit Eligibility

- a. For purposes of benefit eligibility an approved leave without pay shall not be considered a break in service. Except as provided in Section D. Family and Medical Leave (FML), 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 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.
- b. Employee benefit plan coverage during an approved FML leave of absence will be continued in accordance with the provisions of Section E. Pregnancy Disability Leave and Section D. Family and Medical Leave (FML).

2. Except as provided in Section D.1.a.ii, Family and Medical Leave (FML) periods on leave in a without-loss-of-straight-time pay status shall be considered time worked.

3. Requests for Leave

- a. Except as provided in Section D. Family and Medical Leave (FML), 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.

4. Duration

- a. 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 under Section C. Medical Leaves of Absence and Section D. Family and Medical Leave (FML), written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article or to satisfy the University's obligation to reasonably accommodate a disabled employee, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months, except as may otherwise be required by applicable law.

5. Return to Work

- a. Except as provided in Section C. Medical Leaves of Absence, Section D. Family

and Medical Leave (FML), Section E. Pregnancy Disability Leave, and Section L. Military 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 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 actually been working rather than on leave 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, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.
 - 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.
6. 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 33 – Resignation & Job Abandonment, if such failure to return exceeds five consecutive working days of the anticipated return date.

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 9. Grievance Procedure or Article 3. Arbitration Procedure of this Agreement.
3. The University at its sole non-grievable discretion may approve 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

A 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.1, 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 38 – 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 non-work related illnesses or injuries. For leaves due to work-related illnesses or injuries, see Article 45 – Work-Incurred Injury or Illness.

1. Eligibility for a Medical Leave of Absence
 - a. An employee may be eligible for a Medical Leave of Absence without pay when he/she:
 - i. Is medically incapable of performing essential assigned functions of his/her job due to a non- work related illness or injury; and
 - ii. Has furnished evidence of disability satisfactory to the University; or

- iii. Has exhausted her four (4) month entitlement to leave under Section E. Pregnancy Disability Leave and is still disabled by pregnancy, childbirth, or related medical conditions; or
 - iv. Has either exhausted his/her 12 workweek entitlement under Section D. Family and Medical Leave (FML), or is not otherwise eligible for leave due to the employee's serious health condition under Section D. Family and Medical Leave (FML).
2. Notification for a Medical Leave of Absence

Requests for medical leave shall be in writing as provided in Section A.3, and the employee shall furnish evidence of the medical need for leave that is satisfactory to the University as provided in Section C.3, Documentation and Verification, below. Additionally, an employee must notify the University of the need to extend his/her medical absence from work prior to the employee's anticipated date of return.

3. Documentation and Verification for a Medical Leave of Absence
 - a. Documentation of the employee's disability (or other medical need for leave) 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 statement from a health practitioner's (as defined in Article 38 – Sick Leave, Section D.4.) regarding the anticipated duration of the employee's medical condition, and a statement that the employee is temporarily incapable of performing the essential assigned functions of his/her job, without or without reasonable accommodation.
 - 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. An employee on a Medical Leave of Absence shall submit medical verification from his/her health care provider that he/she has been medically released to perform the essential functions of his/her job, with or without reasonable accommodation, prior to his/her return to work.

4. Duration of a Medical Leave of Absence

Medical leaves of absence are granted for the period of verified disability (or other medical need for leave) and are not granted for non-medical 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. If further leave is required, see Section C.5.

5. Extensions of Leaves

- a. In the event that an employee's verified non-work- related disability (or other medical need for leave) exceeds six months, a personal leave of absence may be granted in accordance with the provisions of Section B. Personal Leave of this Article. However, the aggregate of leave for medical reasons normally shall not exceed 12 consecutive months, except as may otherwise be required by applicable law. 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 9 – Grievance Procedure or Article 3 – 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.3.c., of this Article.

- b. A request to extend a leave for medical reasons may not be granted when medical separation is appropriate.

6. Return to Work After a Medical Leave of Absence

An employee returning from an approved medical leave of absence 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. 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 actually been working rather than on leave when the position was abolished or affected by layoff.

D. Family and Medical Leave (FML)

An employee who is eligible for Family and Medical Leave (FML) and has not exhausted his or her FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below: (a) due to the employee's own serious health condition, (b) to care for a family member with a serious health condition, (c) as Pregnancy Disability Leave, (d) as Parental Leave, (e) as Military Caregiver Leave, or (f) as Qualifying Exigency Leave.

1. General Provisions for FML

a. Definitions

- i. The leave year is the calendar year for all types of FML except Military Caregiver Leave. For Military Caregiver Leave, the leave year is the single 12-month leave period that begins on the first day of the leave.
- ii. 1,250 Hours of Actual Service means time actually spent at work and does not include any paid time off, such as vacation, compensatory time, or sick leave, holidays not worked, or time spent in unrestricted on-call status. However, 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 2,250 hours of actual work requirement.
- iii. Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in loco parentis; provided that the child is either under 18 years of age or incapable of self-care because of a mental or physical disability.
- iv. Parent means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or 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 to the employee when the employee was a child.
- v. Spouse means a partner in marriage and may be of the same or opposite sex.
- vi. A serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.

- i.a.) "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits him or her to the facility with the expectation that he or she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - ii.b.) "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider, as defined in section D.1.a.viii., below.
- vii. A serious health condition of a family member is a serious health condition, as defined in Section D.1.a.vi. above, of the employee's child, parent, spouse, or same or opposite-sex domestic partner that requires the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity.
- viii. Health care provider means a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), physician assistant, nurse practitioner, nurse-midwife or clinical social worker performing within the scope of their practice as defined under State law; Christian Science practitioner; or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

b. Eligibility Criteria for FML

Employees who have at least 12 cumulative months of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement), and have worked at least 1,250 hours of Actual Service during the 12-month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of 12 workweeks of FML in the leave year, except when FML is being taken as Military Caregiver Leave or Pregnancy Disability Leave. If the employee is taking FML as Military Caregiver Leave, the employee shall be eligible for up to 26 workweeks of leave in a single 12-month leave period. If the employee is taking FML as Pregnancy Disability Leave, the employee shall be eligible for leave for the period of verified pregnancy-related disability up to four months of leave per pregnancy. FML includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation, and leave of absence without pay. Aggregate time used for FML shall not exceed 12 workweeks in the leave year unless the employee is taking FML Leave as Military Caregiver Leave or as Pregnancy Disability Leave. An employee on approved leave may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work).

c. Time Periods for FML

- i. For FML purposes only, 12 workweeks means 12 workweeks in the calendar year (or 26 workweeks in the single 12-month leave period if the employee

is taking FML as Military Caregiver Leave) 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.

- ii. When supported by a complete and sufficient certification, the University shall grant FML for any of the six reasons identified in the first paragraph of Section D., except Parental Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. For Parental Leave, see Section D.5.d. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of 12 workweeks in the leave year.
- iii. When the employee requests FML on an intermittent or on a reduced leave schedule basis for planned medical treatment of the employee or the employee's family member with a serious health condition, 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 be to a position that has equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Should the employee object to the temporary transfer, the employee may submit a written request for review to the Department/Division Head. Such temporary transfer shall not be subject to Article 9 – Grievance Procedure or Article 3 – Arbitration Procedure.

d. Notice for FML

- i. 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, 30 days prior to the commencement of the leave, if practicable.
- ii. If the need for leave is foreseeable due to the planned medical treatment of the employee or his/her family member, the employee shall make reasonable efforts to schedule the leave so as to avoid disruption to the University's operations.
- iii. 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, with such notice within five working days after learning of the event.
- iv. An employee who fails to give 30 days' notice for a foreseeable leave with no reasonable basis for the delay may have his/her FML leave delayed until 30 days after the date on which the employee provides notice.
- v. The University shall determine whether the employee is eligible and qualifies for FML and shall notify the employee, in writing, when the leave is designated or provisionally designated as FML 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 12 workweeks in the leave year (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave or up to 4 months per pregnancy if FML is taken as Pregnancy Disability Leave) may be granted in accordance with

this Section.

e. Certification and Other Supporting Documentation for FML

i. For the Employee's Own Serious Health Condition

- a. 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 FML 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:
- b. A statement as to whether the employee is unable to perform any one of the essential assigned functions of the position, and
- c. The date, if known, on which the serious health condition commenced, the probable duration of the condition and the employee's probable date of return, and
- d. Whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced schedule, and if so, the probable duration of the need for such schedule, and,
- e. If the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.

ii. If Leave is Requested for the Employee's Family Member

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 the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity, and
 - b. Whether the employee's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.
 - c. In addition, the employee will be required to certify either on the same form or separately what care he/she will provide the family member and the estimated duration of the period of care.
- iii. The University may, at its sole, non-grievable discretion, require that an employee complete a Declaration of Relationship form to certify his/her relationship with the family member when the employee is requesting FML to care for a family member with a serious health condition or to certify his/her relationship with the child when the employee is requesting FML as Parental Leave. The employee's failure to provide a completed

Declaration of Relationship form within fifteen (15) calendar days of the University's written request may, at the sole, non-grievable discretion of the University, result in discontinuance of the leave until the required documentation is provided or, if the leave has not yet begun, a delay in the start of the leave. If the employee fails to provide the completed Declaration of Relationship form within a reasonable period of time, FML may be denied.

- iv. Should the University have a good faith, objective reason to doubt the validity of the employee's medical certification for his/her own serious health condition, the University has the right to require the employee to obtain a second medical opinion from a second health care provider selected by the University and the employee. Should the second medical opinion differ from that of 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.
- v. If additional leave is requested upon expiration of the leave granted, or should the circumstances of the leave change, the University may require the employee to obtain recertification. Such requests for subsequent certification shall be in writing.
- vi. If certification or recertification is required, the employee shall return the certification within 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 denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period, may result in the denial 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 15 calendar days to perfect the certification. Failure to perfect an incomplete certification may result in the denial of the leave or the 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 FML begun, the request for FML may be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave not taken is not FML leave. If the employee was taking FML due to his or her own serious health condition, the employee must be medically released to perform the essential assigned functions of his/her job, with or without reasonable accommodation, before returning. Failure to provide a medical release to return to work may result in the denial of reinstatement until after the employee submits the required medical release certification.

f. Use of Accrued Paid Leave During FML

FML is unpaid unless an employee uses accrued paid leave (sick leave, vacation leave, or compensatory time off) during FML as provided in this section:

- i. An employee on an approved FML to care for a family member with a serious health condition, may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation time before taking FML without pay. If the employee's vacation leave accrual is at maximum the employee will be required to use at least 10% of the

vacation leave credit prior to taking leave without pay. Up to thirty (30) days of accrued sick leave per year may be used during FML when FML taken to care for a family member with a serious health condition under this section pursuant to Article 38 – Sick Leave, Section B.3.b.

- ii. An employee on an approved FML for Parental Leave may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation time before taking FML without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.
- iii. An employee on an approved FML 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 45 – Work Incurred Injury or Illness, if applicable. Employees not eligible for University disability benefits and who are not on leave due to a work-incurred illness or injury shall use all accrued sick leave prior to taking FML without pay. An employee may also use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation before taking an FML leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.
- iv. For an employee's use of accrued leave while on Pregnancy Disability Leave see Section E.5.
- v. For an employee's use of accrued paid leave while on Military Caregiver Leave, see Section D.6.e.
- vi. For an employee's use of accrued paid leave while on Qualifying Exigency Leave, see Section D.7.e.
- g. Continuation of Health Benefits During FML

An employee on an approved FML Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as follows:

- i. When the employee is on FML that runs concurrently under the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.
- ii. When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single 12-month leave period, as defined in section D.1.a.i.
- iii. When the employee is on a Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- iv. When the employee is on a Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave runs concurrently under the FMLA: Continued coverage for up to four (4) months in a twelve month period per pregnancy. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage for that portion of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar

year.

- v. When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave after an employee's FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.
- vi. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

h. Review of Denials or Deferrals of FML

If an employee's request for FML is denied, deferred or otherwise provided for short of the employee's initial request, such University action may, upon the employee's written request, be reviewed by the Department/Division Head. Neither the University's action in granting or not granting an FML nor the results of such review shall be subject to Article 9 – Grievance Procedure or Article 3 – Arbitration Procedure of this Agreement.

i. Return to Work After FML

An employee granted FML for any reason other than Pregnancy Disability shall be returned to the same or an equivalent position upon return from the leave. For an employee's return to work rights after Pregnancy Disability Leave, see Section E.7 below. 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 actually been working rather than on leave when the position was abolished or affected by layoff. An employee granted an FML 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.

2. FML for the Employee's Serious Health Condition

FML for the employee's own serious health condition is leave taken when the employee's own serious health condition, as defined in Section D.1.a.vi, above, renders the employee unable to perform any one or more of the essential functions of the employee's position.

3. FML to Care for a Family Member with a Serious Health Condition

FML to care for a family member with a serious health condition is leave to care for the employee's child, parent, spouse, or same or opposite sex domestic partner who has a serious health condition, as defined in Section D.1.a.vi., above.

4. FML as Pregnancy Disability Leave

When an employee takes Pregnancy Disability Leave pursuant to Section E – Pregnancy Disability Leave, below, is eligible for FML under the FMLA, her Pregnancy Disability Leave will be counted against her FML entitlement under the FMLA as well as her entitlement under the PDLL.

5. FML as Parental Leave

Parental Leave is a form of FML an employee may take to bond with the employee's newborn or a child placed with the employee for adoption or foster care or to attend to matters related to the birth, adoption or placement of the child. This type of leave shall be initiated and concluded within one year of the birth or the placement of the child with the employee. The University will grant a Parental Leave subject to the limitations described below.

a. Eligibility Criteria

An employee taking Parental Leave must meet the eligibility requirements for FML set forth in Section D.1.b. except when the employee is taking Parental Leave immediately following Pregnancy Disability Leave and was eligible for FML under the FMLA/CFRA at the beginning of that Pregnancy Disability Leave; in those circumstances, the employee shall be granted a Parental Leave for up to twelve workweeks after her Pregnancy Disability Leave, provided that she has not exhausted her FML entitlement under CFRA for that leave year.

b. Requests for Parental Leave

The employee shall request Parental 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, but the employee shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with an FML leave taken for pregnancy/childbearing disability, shall be set at the time such Pregnancy Disability Leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of the child's placement with the employee.

c. Leave Entitlement

Parental Leave alone shall not exceed twelve (12) workweeks in a calendar year. When Parental Leave is combined with a Pregnancy Disability Leave, the total FML Leave shall not exceed seven months in the leave year.

d. Length of Parental Leaves

The University shall grant a Parental Leave of less than two weeks' duration on any two occasions during the leave year. The University, at its discretion, may request that any additional leaves for Parental Leave requested during this same time period be for a minimum duration of two weeks.

6. FML as Military Caregiver Leave

Military Caregiver Leave is a type of FML that an eligible employee may take to care for a family member who is a "covered service member" undergoing medical treatment, recuperation or therapy for a serious injury or illness incurred in the line of duty, consistent with the definitions of those terms in Section D.6.a. below. The general FML provisions set forth in Sections D.1. above apply to Military Caregiver Leave except to the extent that provisions more specific to Military Caregiver Leave are set forth in this Section.

a. Definitions applicable to Military Caregiver Leave

i. Covered service member means (i) 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 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 (ii) 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 active

duty, and that treatment, recuperation or therapy is occurring within 5 years of the date the veteran left the Armed Forces.

- ii. Covered veteran means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes Military Caregiver Leave to care for a covered veteran.
- iii. 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.
- iv. Serious injury or illness means (a) for a current member of the Armed Forces (including the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the covered servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating or (b) for a covered veteran: injury or illness that was incurred by the covered veteran in the line of duty by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran.
- v. Parent of a covered servicemember means a covered servicemember's biological parent, adopted parent, step-parent, foster parent, or any other individual who stood in loco parentis to the covered servicemember when the covered servicemember was a child. The term does not include parents "in law."
- vi. Son or daughter of a covered servicemember means a covered servicemember's biological child, adopted child, foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.
- vii. Next of kin means either (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the person who the covered servicemember has designated in writing as his/her nearest blood relative for purposes of Military Caregiver Leave.
- viii. Single 12-month leave period means the period beginning on the first day the employee takes leave to care for the covered servicemember and ending 12 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.)

b. Eligibility Criteria for Military Caregiver Leave

In addition to meeting the eligibility requirements for FML set forth in Section D.1.b., an employee taking Military Caregiver Leave must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered service member.

c. Leave Entitlement for Military Caregiver Leave

An eligible employee is entitled to up to 26 workweeks of Military Caregiver Leave during a single 12-month leave period.

Leave is applied on a per-covered servicemember, per-injury basis. Eligible employees may take more than one period of 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 26 workweeks of leave may be taken within any "single 12-month period."

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

As with other types of FML, 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 servicemember, the employee may be required to transfer temporarily, during the period that the intermittent or reduced schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

d. Documentation and Certification for Military Caregiver Leave

Employees may be required to provide a certification completed by an authorized health care provider, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any other health care provider (as defined in Section D.1.a.viii) who is treating the covered servicemember to establish entitlement to Military Caregiver Leave. In addition, employees may be required to provide certain information (or have the covered servicemember provide that information) including information establishing that the servicemember is a covered servicemember 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 covered servicemember.

e. Use of Accrued Paid Leave during Military Caregiver Leave

An employee on an approved FML leave for Military Caregiver Leave may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work or accrued vacation time before taking FML without pay. However, if the employee's vacation leave accrual is at maximum the employee will be required to use at least 10% of the vacation leave credit prior to taking FML without pay. Up to thirty (30) days of accrued sick leave per year may be used during FML

taken to care for a family member who is a covered service member with a serious injury or illness pursuant to Article 38 – Sick Leave, Section B.3.b.

7. FML as Qualifying Exigency Leave

Qualifying Exigency Leave is a type of FML that an eligible employee may take if the employee's spouse, domestic partner, son, daughter or parent is a military member and the employee needs to attend to any "qualifying exigency" while the military member is on covered active duty or call to covered active duty consistent with the definitions of those terms in Section D.7.a. below. The general FML provisions set forth in Sections D.1. above apply to Qualifying Exigency Leave except to the extent that provisions more specific to Qualifying Exigency Leave are set forth in this Section D.7.

a. Definitions applicable to Qualifying Exigency Leave

- i. Covered active duty status or call to covered active duty status means (a) in the case of a member of the regular Armed Forces, duty during the deployment to a foreign country or (b) in the case of a member of the Armed Forces Reserve, duty during the deployment to a foreign country under a Federal call or order to active duty in support of a contingency operation as defined by the FMLA.
- ii. Qualifying exigency is defined as any one of the following, provided that the activity relates to the military member's covered active duty or call to covered active duty status:
 - a. Short notice deployment to address issues that arise due to the military member being notified of an impending call to covered active duty seven (7) or fewer calendar days prior to the date of deployment.
 - b. Military events and activities, including official ceremonies
 - c. Childcare and school activities for a child of the military member who is either under age 18 or incapable of self-care
 - d. Financial and legal arrangements to address the military member's absence or to act as the military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to covered active duty status and for the 90 days after the termination of the military member's covered active duty status
 - e. Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age 18 or incapable of self-care
 - f. Rest and recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary rest and recuperation leave during deployment
 - g. Post-deployment activities to attend ceremonies sponsored by the military for a period of 90 days following termination of the military member's covered active duty and to address issues that arise from the

death of the military member while on covered active duty status

- h. Parental care for the parent of the military member when the parent is incapable of self-care
- i. Additional activities related to the military member's covered active duty or call to covered 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.

b. Eligibility for Qualifying Exigency Leave

In addition to meeting the eligibility requirements for FML set forth in Section D.1.b., an employee must be the spouse, domestic partner, son, daughter, or parent of a military member to be eligible for Qualifying Exigency Leave.

c. Leave Entitlement for Qualifying Exigency Leave

Eligible employees are entitled to up to twelve (12) workweeks of Qualifying Exigency leave during a calendar year. As with other types of FML, Qualifying Exigency Leave may be taken on an intermittent or reduced schedule basis.

d. Documentation and Certification for Qualifying Exigency Leave

Employees may be required to provide a copy of the 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.

e. Use of Accrued Paid Leave During Qualifying Exigency Leave

An employee on an approved FML for Qualifying Exigency Leave may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation time before taking FML without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking FML without pay.

E. Pregnancy Disability Leave

An employee may take Pregnancy Disability Leave when disabled by pregnancy, childbirth, or related medical conditions or for purposes of prenatal care.

1. Leave Entitlement for Pregnancy Disability Leave

During the period of verified pregnancy-related disability, a female employee is entitled to and the University shall grant a leave of absence of up to four months. If the pregnancy-related/childbearing medical disability continues beyond four months, a further medical leave of absence may be granted in accordance with Section C – Medical Leaves of Absence, above. Additionally, the employee may be eligible for a Parental leave to bond with a newly born child in accordance with Section D.5, above. When parental leave is granted under Section D.5, the total of Parental Leave and Pregnancy Disability Leave, when taken in conjunction, shall not exceed seven months in the leave year.

If an employee on approved Pregnancy Disability Leave is eligible for Family and Medical Leave (FML) under the FMLA because she satisfies the eligibility requirements set forth in Section D.1.b., above, the first twelve (12) workweeks of her Pregnancy Disability Leave shall run concurrently under the FMLA and California's PDLL. However, such leave shall not be counted against the employee's entitlement to FML under CFRA. Upon termination of a Pregnancy Disability Leave that runs concurrently under the FMLA and PDLL, an employee shall also be entitled to up to twelve (12) workweeks of FML for any CFRA-covered reason, provided the employee has not exhausted her CFRA leave entitlement for that leave year.

2. Intermittent and Reduced Schedule Leave

- a. When medically advisable 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 day. Only the time actually spent on the intermittent or reduced schedule shall be counted towards the employee's entitlement of up to four (4) months of Pregnancy Disability Leave.
- b. When the employee's health care provider states that it is medically advisable to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its sole, non-grievable discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications for the alternative position. Any alternative position shall have the equivalent rate of pay and benefits and shall better accommodate the employee's leave requirements than her regular position. Only the time actually spent on the intermittent or reduced schedule shall be counted towards the employee's entitlement of up to four (4) months of Pregnancy Disability Leave. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the employee to her same position or a comparable position in accordance with Section E.7., below.

3. Transfer and Reasonable Accommodation

- a. 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 when such transfer is medically advisable according to 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 is considered time worked and 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. When the employee's health care provider certifies that the transfer is no longer medically advisable, the University shall return the employee to her same position or a comparable position in accordance with Section E.7., below.
- b. If the employee's health care provider certifies that reasonable accommodations other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the

interactive process to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances

4. Certification

- a. When the employee requests a Pregnancy Disability Leave, the University may require that the employee provide a certification from her health care provider that contains the following: (1) a statement that the employee needs to take Pregnancy Disability Leave because she is disabled by pregnancy, childbirth, or related medical condition, and (2) the date on which the employee became disabled because of pregnancy and the estimated duration of the need for leave.
- b. When the employee requests a transfer or reasonable accommodation due to pregnancy disability, the University may require that the employee provide a certification from her health care provider that contains the following: (1) a description of the requested accommodation or transfer, (2) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (3) the date on which the need for reasonable accommodation or transfer became or will become medically advisable and the estimated duration of the need for the reasonable accommodation or transfer. Failure to provide such certification may result in delay of the reasonable accommodation or transfer until the certification is provided.
- c. Failure to provide certification for leave, reasonable accommodation, or transfer within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave, reasonable accommodation, or transfer until the required certification is provided.
- d. The University may, at its sole non-grievable discretion, require that an employee provide a medical release from her health care provider if she will be returning to work immediately following Pregnancy Disability Leave.

5. Use of Accrued Leave during Pregnancy Disability Leave

Pregnancy Disability Leave may consist of leave without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan. If accrued sick leave is exhausted, an eligible employee may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation prior to taking Pregnancy Disability Leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking Pregnancy Disability Leave without pay.

6. Continuation of Health Benefits during Pregnancy Disability Leave

Consistent with Section D.1.g.iv, an employee on Pregnancy Disability Leave she shall be entitled to continue participation in health plan coverages (medical, dental, and optical) as if on pay status for the period of her disability up to four months.

7. Return to Work After Pregnancy Disability Leave

An employee who has been granted a Pregnancy Disability Leave or has been temporarily transferred due to pregnancy disability shall be returned to the same

job provided the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided such return is within four months of the date on which the Pregnancy Disability Leave commenced. If the same job is not available, a comparable job will be offered if the employee would have been entitled to the comparable job if she had been continuously working rather than on leave. If a comparable position is not available on the employee's scheduled date of return but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the employee of the position(s). If the employee is reinstated within that sixty-day (60-day) period, the period between the employee's originally scheduled date of reinstatement and her actual date of reinstatement shall not be counted for purposes of any employee pay or benefits. A female employee who is also granted Parental Leave under Section D Family and Medical Leave (FML) shall be returned to work in accordance with Section D.1.i. of this Article. An employee who was granted a medical leave of absence in accordance with Section C – Medical Leaves of Absence following Pregnancy Disability Leave shall be returned to work in accordance with Section C.6.

F. 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 required jury service and required grand jury service and in related travel, not to exceed the number of hours in the employee's normal workday 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.

G. 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.

H. 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.

I. Administrative or Legal Proceedings

- i. 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.
- ii. 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.
- iii. When served with a subpoena which compels the employee's appearance as a witness, in the prosecution of a person for an offense which the employee, by virtue of being on University premises during scheduled work hours, witnessed, the employee shall be granted leave without loss of straight-time pay for actual time spent in the proceedings and in related travel time not to exceed the employee's normal work day and workweek.
- iv. 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.

J. 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.

K. 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.

L. Military Leave

1. Temporary Military Leave

Temporary military leave for active-duty and/or inactive duty training shall be granted to any employee who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces) is ordered to full-time active military duty and/or inactive duty training for a period not to exceed 180 calendar days, including time spent traveling to and from such duty.

a. Eligibility For Pay

An employee granted temporary military leave is entitled to receive regular University pay for the first 30 calendar days, but not to exceed the actual period of active duty for training, provided:

- i. The employee has at least 12 months of continuous University service immediately prior to granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
- ii. Such payment, in addition to University payment for reserve training, extended military leave and for military leave for physical examinations, does not exceed thirty (30) calendar days' pay in any one fiscal year.

b. Verification of Employee's Military Orders

Employees who report for weekend military duty and who received orders covering the entire year's schedule may be required to provide the full year schedule when issued.

c. Part-Time Employee

For purposes of Section L.1.a., an eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three completed monthly pay periods immediately preceding the leave.

d. Ineligible Employee

An employee not eligible for military leave pay under Section K.2 may have such absence charged to accrued vacation, accrued compensatory time off, or the military leave may be without pay.

e. Benefits

- i. An employee on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.
- ii. If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the employee shall receive regular benefits.

2. Reserve Training for Inactive Duty

Reserve training leave for inactive duty shall be granted to any employee who, as a member of a reserve component of the United States Armed Forces, must perform inactive duty such as weekly or monthly meetings or weekend drills.

3. Extended Military Leave

Extended military leave shall be granted to an employee who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of 180 days.

a. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period generally not to exceed five years. In addition to the initial period of the leave and any extensions thereof in accordance with Section L, leave shall be granted for a period up to six months from the date of release from duty.

b. Eligibility for Pay

An employee granted extended military leave is entitled to receive regular University pay for the first thirty (30) calendar days of leave provided:

- i. The employee has at least twelve (12) months of continuous University service immediately prior to the leave (any prior full-time military service shall be included in calculating this University service requirement);
- ii. Such payment, in addition to University payment for temporary military leave and for military leave for physical examinations, does not exceed thirty (30) calendar days' pay in any one fiscal year.

c. Verification of Employee's Military Orders

The University may require verification of an employee's military orders for leaves of thirty (30) or more days.

d. Benefits

- i. An employee granted extended military leave shall at the time the leave commences receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed 180 days. At the end of the 180-day period,

vacation credits retained on the records shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred during the 180 day period.

- ii. Sick leave credit shall be retained on the records.
- iii. Retirement benefits and service credit shall be in accord with the provisions of the applicable retirement system.
- iv. An employee may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations.
- v. An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent, except that the employee shall not receive credit toward completion of a probationary period (See Section L.3.e. of this Article). Vacation and sick leave accruals and holiday pay shall be granted only in accordance with those articles of this Agreement.

e. Probationary Employee

- i. An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.
- ii. If the probationary employee served in active military service for a period of thirty (30) to one hundred and eighty (180) days, he/she shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.
- iii. If the probationary employee served in active military service for a period in excess of one hundred eighty (180) days, he/she shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

f. Reinstatement After Extended Military Leave

- i. Following release from active duty, an employee granted extended military leave shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.
- ii. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position during the military leave.

4. Emergency National Guard Leave

Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in Section L.3.

a. Eligibility for Pay

An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed 30 calendar days per emergency. An employee is eligible for pay regardless of the length

of University service, and such pay is in addition to any University payment for temporary military leave, extended military leave, and military leave for physical examinations.

b. Benefits

An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit, provided that the employee returns to University service immediately after the emergency is over. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.

c. Reinstatement

- i. Following release from active duty, an employee granted leave for emergency National Guard duty shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.
- ii. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position granted during military leave.

5. Physical Examinations Related to Military Leave

- a. Military leave with pay shall be granted to an employee in accordance with Sections L.1a.ii and L.3.b.ii, regardless of length of service, when the employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency. The University may require verification of an employee's military orders to report for a physical examination.
- b. The University may grant leave without pay for further physical examinations required for military service or the employee may charge such time off to accrued sick leave, accrued vacation or accrued compensatory time off.

M. Defense Work

Military leave without pay may be granted to an employee who is called or volunteers to serve in scientific research and development under the auspices of the federal government during a war or comparable period of national emergency. An employee granted such leave shall be eligible for the benefits set forth in Section L of this Article and shall have the right to return to University service within six (6) months following termination of such defense work or the cessation of the war or period of national emergency, whichever occurs first. However, such an employee shall not be eligible for 30 calendar days' pay for military leave.

N. 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. Definitions for Military Spouse/Domestic Partner Leave

- a. Qualified member means a person who is any of the following:
 - i. 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
 - ii. A member of the National Guard who has been deployed during a period of military conflict, or
 - iii. 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:
 - i. A period of war declared by the United States Congress, or
 - ii. A period of deployment for which a member of a reserve component is ordered to activity duty, as defined in Military & Veterans Code section 395.10.

2. Eligibility

To be eligible, 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 20 or more hours per week,
- c. Provide the University with notice, within two 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.

3. Use of Accrued Paid Leave

This leave is unpaid leave, except that an employee may elect to use accrued compensatory time off (in accordance with Article 13 – Hours of Work) or accrued vacation time prior to taking this leave without pay.