

ARTICLE 20 LEAVES OF ABSENCE

A. GENERAL PROVISIONS

1. **Definition** – The provisions of this Section (A.1.a.-g.) are for general descriptive purposes only, and are not subject to the grievance or arbitration provisions of this Agreement. The remainder of the Article is subject to the provisions of Article 27, Grievance Procedure, and Article 28, Arbitration.
 - a. The term Family Care and Medical Leave is used when referring to a leave connected with the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), and/or the California Pregnancy Disability Law (PDLL).
 - b. If a nurse who is eligible for a Family Care and Medical Leave takes a leave for her/his own serious health condition (as defined in §C.1.a., below), the absence from work will be deducted from the nurse's Family Care and Medical Leave entitlement. If a nurse is ineligible for Family Care and Medical Leave or if the nurse has exhausted her/his leave year entitlement, an approved Disability Leave of absence or Personal Leave may be provided for the period(s) an eligible nurse is absent from work for verifiable medical reasons as provided in this Article.
 - c. Disability Leave is used to describe the medical leave of absence provided to nurses who are ineligible for FMLA and/or CFRA, or who have exhausted their entitlement to FMLA/CFRA.
 - d. Leaves of absence for pregnancy-related disability purposes may be granted under the provisions of FMLA, PDLL , University Disability Leave, and/or Personal Leaves of Absence.
 - e. Non-medical leaves of absence for child-caring may be provided in accordance with the Parental Leave provisions for FMLA and CFRA, the University Childcaring Leave, and/or Personal Leaves of Absence. Such leaves may be paid or unpaid status as provided in this Article. If the non-medical leave of absence qualifies as a Family Care and Medical Leave as defined in §C., below, the absence from work, in paid or unpaid status, is deducted from the nurse's Family Care and Medical Leave entitlement.
 - f. Other non-medical leaves of absence without pay may be provided to nurses under the provisions of Personal Leave of Absence, as provided in §H., below.
 - g. Non-medical leaves of absence with pay may include leave for jury duty, voting, blood donations, attendance at certain administrative or legal proceedings, authorized emergencies, and some military leaves, as provided in this Article.

2. **Cumulative/Concurrent Nature of Leaves of Absence** – To the extent that leaves under this provision are for a covered FMLA, CFRA or PDLL purpose, those leaves shall run concurrently with FMLA, CFRA or PDLL as appropriate, and shall not be cumulative.
3. **Requests for Leave** – Except for Family Care and Medical Leave, Military Caregiver Leave and Qualifying Exigency Leave, requests for leaves of absence including extensions to leaves shall be submitted in writing in accordance with departmental procedures.
 - a. Requests for leaves of absence and extensions to leaves, both in paid and unpaid status - except for leaves covered under the Family Care and Medical Leave, Military Caregiver Leave and Qualifying Exigency Leave (see §§C.5., E.6. and F.6.) 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, except as otherwise provided below.
 - b. All requests for leaves of absence shall contain the requested beginning date and duration of the leave, and any additional information as required in this Article.
4. **Notice**
 - a. Except as provided in §C. Family Care and Medical Leave, §E. Military Caregiver Leave and §F. Qualifying Exigency Leave, when the need for leave is foreseeable, the nurse shall give the University thirty (30) calendar days written notice of the need for leave.
 - b. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the nurse must provide notice of the need for leave as soon as practicable, but no later than five (5) calendar days after learning of the need for the leave.
5. **Certification for Medically-Related Leaves and Extensions Except for Family Care and Medical Leave, Military Caregiver Leave and Qualifying Exigency Leave**
 - a. University may require certification prior to leave starting - Upon written request from the University, a nurse must provide written certification satisfactory to the University for medically-related leaves no later than fifteen (15) days after learning of the need for the leave. The University also requires a nurse to provide recertification before approving a nurse's request for an extension to the leave of absence. Failure to provide a certification or a recertification may result in the delay or denial of the request for leave.
 - b. Certification of ability to return to work from medical leaves – A nurse must provide evidence of the ability to return to work from a medical leave of absence satisfactory to and subject to verification

by the University. Such proof shall be provided by the nurse's health care provider and shall include, but shall not be limited to, a statement that the nurse is able to return and perform the essential assigned functions of her/his job with any necessary accommodation and any limitations s/he may have.

- c. Extensions of leave - If there is a need to extend the medical leave, a nurse must notify the University in writing in accordance with departmental procedures prior to the expiration of the leave, and must furnish evidence of the continuing disability from the nurse's health care provider.
- d. Extensions shall not be granted - A nurse shall not be granted a leave of absence beyond the ending date of the nurse's appointment or predetermined date of separation.

6. **Confirmation of Leave Status** – Except for Family Care and Medical Leave, Military Caregiver Leave and Qualifying Exigency Leave, the University shall provide the nurse written approval or denial of a requested leave within ten (10) calendar days of receipt of all required information, including certification. If the University grants the leave, the duration and terms of the leave and the anticipated date of return will be in the written approval statement. For Family Care and Medical Leave, Military Caregiver Leave and Qualifying Exigency Leave, the University will provide the Designation Notice to the Nurse within 5 business days of receipt of the required information absent extenuating circumstances.

7. **Pay Status While on Leave**

- a. When a nurse is on an approved Leave of Absence for her/his own medically-related purposes, including pregnancy-related leave purposes, the nurse must use accrued sick leave prior to being in unpaid status.
- b. When a nurse is required to be in attendance or provide care because of illness of her/his grandparents, siblings or other related person residing in the nurse's household, the nurse shall be permitted to use not more than thirty (30) calendar days accrued sick leave pursuant to Article 19, Sick Leave, §E.
- c. Leaves other than those provided in §A.7.a. and b., above, are unpaid, except as provided in §J., Leaves of Absence With Pay. However, a nurse on an unpaid leave may use accrued vacation, sick leave, and/or compensatory time to remain in pay status, in accordance with the provisions of this article relative to the type of leave taken.

8. **Duration** – The duration of different leaves of absence vary, and are specifically covered in the relevant sections of this Article.

9. **Benefit Eligibility While on Leave Without Pay**
 - a. If a nurse is in pay status for at least fifty percent (50%) of a calendar month or quadri-weekly cycle in which a leave of absence in unpaid status occurs, the nurse will receive a prorated vacation, sick leave, and retirement credit for that time.
 - b. An eligible nurse on approved leave without pay, except as provided in §C.10., below, may elect to continue certain University-sponsored benefit coverage for up to the time specified in the insurance regulations by remitting premiums due, as instructed in the plan documents, during the period of the approved leave. The group insurance regulations and the regulations of the retirement systems determine the effects of leave in unpaid status on University benefits.
 - c. A nurse shall have University-provided health benefits continued for the period of the Family Care and Medical Leave, Military Caregiver Leave and Qualifying Exigency Leave in accordance with §§C.10., E.8., and F.8. below.
 - d. Approved leave without pay shall not be considered a break in service. If a nurse is on approved leave without pay for a full month or quadri-weekly cycle, sick leave, vacation, and seniority do not accrue. Retirement credit shall accrue in accordance with the provisions of the University of California Retirement Plan (UCRP) or the applicable retirement plan.
10. **Return to Work** – When a nurse returns from an approved leave of absence within four (4) months, the nurse shall be reinstated to the same position in the same department upon expiration of the leave. When a nurse returns from an approved leave after four (4) months, the nurse shall be reinstated to the same or a similar position in the same department upon expiration of the leave. If the position held has been abolished during the leave, the nurse shall be afforded the same considerations which would have been afforded had that nurse been on pay status when the position was abolished. For nurses returning after a Family Care and Medical Leave, see the provisions of §C.11.b. below. For nurses returning after a Pregnancy Disability Leave of Absence, see the provisions of §D.4., below.
11. **Medical Separation** – The University may medically separate a nurse who receives long-term disability payments from a retirement system to which the University contributes, in accordance with the provisions of Article 24, Medical Separation.

B. UNIVERSITY DISABILITY LEAVE OF ABSENCE

1. **General Provisions** – University Disability Leaves without pay of up to six (6) months are provided for non-work related illnesses, injuries, or serious health conditions (including pregnancy disability) which cause the nurse to

be medically incapable of performing essential assigned functions of her/his job for the period during which the disability is verified. Time used by the nurse qualifying under Family Care and Medical Leave is contained within the total University Disability Leaves of six (6) months. A disability leave requires the use of accumulated sick leave prior to the nurse being placed in unpaid status in accordance with the provisions of this Article and Article 19, Sick Leave. In the event a nurse's accumulated sick leave is exhausted, the nurse may elect to use accumulated vacation or compensatory time prior to being placed in unpaid status.

- a. In the event a nurse eligible for a University Disability Leave is also eligible for a Family Care and Medical Leave for the nurse's own serious health condition, the two leaves will run concurrently and, during the period of Family Care and Medical Leave, the FMLA/CFRA leave provisions will apply.
- b. In the event a nurse with a verified disability is not eligible for Family Care and Medical Leave for the nurse's own serious health condition, or has exhausted her/his entitlement, the provisions of this Section will apply to her/his medical leave.

2. **Eligibility** – A nurse may be eligible for a disability leave of absence when the nurse has furnished evidence of disability satisfactory to the University that s/he is medically incapable of performing the essential assigned functions of her/his job due to a non-work related illness or injury, and

- a. has exhausted her/his twelve (12) workweek Family Care and Medical Leave entitlement in the calendar year; or
- b. is not otherwise eligible for Family Care and Medical leave; or
- c. has exhausted her/his four (4) month Pregnancy Disability Leave entitlement.

3. **Duration**

- a. When the use of accumulated sick leave, any other paid time off, and a disability leave in unpaid status are combined, and the total University Disability Leaves exceeds six (6) months, the University will initiate a review to determine if medical separation is appropriate. However, if a nurse has more than six (6) months of accumulated sick leave, a disability leave can continue until the accumulated sick leave is exhausted, provided disability is verified during the entire period.
- b. If the nurse submits medical verification satisfactory to the University that s/he remains disabled for more than the six (6) months covered by University Disability Leave or beyond the exhaustion of accumulated sick leave in excess of six (6) months, a Personal Leave may be granted at the sole non-grievable discretion of the University. If the University does not grant a Personal Leave, a nurse may be medically separated from employment in

accordance with the procedures established in Article 24, Medical Separation.

- c. A nurse on an approved University Disability Leave under this Section which exceeds the Family Care and Medical Leave allotment shall have return to work rights in accordance with §A.10., of this Article.
- d. For nurses on a Pregnancy Disability/Childcaring Leave, see §D. of this Article.

C. FAMILY CARE AND MEDICAL LEAVE Family Care Leave includes Parental Leave and Family Illness Leave. Medical Leave is provided only for the nurse's own serious health condition.

1. Definitions

- a. A Nurse's Own Serious Health Condition is an illness, injury, impairment, or physical or mental condition that renders the nurse incapable of performing any or all of the essential functions of her/his position. Such condition may involve: inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider for a period of incapacity of more than three (3) consecutive calendar days; or any period of incapacity or treatment due to a chronic serious health condition; or any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- b. Medical leave under FMLA, CFRA and PDLL is leave granted for the nurse's own serious health condition which makes her/him unable to perform any one or all of the essential assigned functions of the nurse's position. A nurse disabled because of pregnancy-related conditions is covered under §D.1., Pregnancy Disability Leave.
- c. A Serious Health Condition For The Purposes Of Family Illness Leave is an illness, injury, impairment, or physical or mental condition, as described in §C.1., above, which warrants the participation of the nurse to provide supervision or care during a period of treatment or incapacity including psychological comfort.
- d. Parental Leave is to care for the nurse's newborn, a child who has been placed with the nurse for adoption or foster care or as a legal ward, or a stepchild or another child to whom the nurse stands in *loco parentis*.
- e. Family Illness Leave is leave to care for the nurse's child, parent, spouse, or same or opposite sex domestic partner with a serious health condition.
- f. A Family Member for the purposes of family care leave is the nurse's biological, adopted, or foster child, stepchild or legal ward

who is under eighteen (18) years, or an adult dependent child; a biological, foster, or adoptive parent, stepparent or legal guardian, or an individual who stood in *loco parentis* while the nurse was a child or for whom the nurse acts as a parent, or a spouse or same or opposite sex domestic partner.

- g. A Health Care Provider is an individual who is licensed in California or is duly licensed in another State or jurisdiction, to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, or who is duly licensed as a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of her/his duties, or Christian Science practitioner or any health care provider that the nurse's health plan carrier recognizes for purposes of payment.
- h. "1,250 Hours Of Actual Service", used for the purposes of determining FMLA/CFRA eligibility, means time actually worked and does not include any paid time off including, but not limited to, a nurse's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status.

2. **Eligibility**

- a. Nurses who have at least twelve (12) cumulative months of University service and who have at least 1,250 hours of actual hours worked during the twelve-month period immediately preceding the initiation of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of Family Care and Medical Leave in the calendar year. For the purposes of this Section, all University service, including service with the Department of Energy Laboratories run by the University, are used to calculate the twelve (12) month service requirement.
- b. The University shall determine whether the nurse is eligible and qualifies for a Family Care and Medical Leave and shall notify the nurse in writing of her/his eligibility and rights and responsibilities and shall notify the nurse, in writing, when the leave is designated or provisionally designated as Family Care and Medical Leave. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of twelve (12) workweeks in the calendar year may be granted in accordance with this Section.

3. **Calculating Family Care and Medical Leave**

- a. Family Care and Medical Leave is unpaid leave, although a nurse may use accrued sick leave in accordance with the provisions of

Article 19, §E., or vacation leave to remain in pay status during a Family Care and Medical Leave.

- b. In the event the University approves a nurse's request to use Compensatory Time for any FMLA-eligible purpose, such time cannot be counted against the FMLA period, and will serve to extend the total leave period. Otherwise, all paid time off used for Family Care and Medical Leave purposes shall be deducted from the twelve-workweek Family Care and Medical Leave maximum. Section C.7. details the use of accrued paid leave during Family Care and Medical Leave.
- c. Family Care and Medical Leave shall not exceed 12 workweeks in a calendar year.

4. **Personal Leave After Exhaustion of Family Care and Medical Leave Entitlements** – If a nurse has exhausted her/his entitlement to Family Care and Medical Leave or is ineligible for Family Care and Medical Leave, s/he may apply for Personal Leave pursuant to this Article. University Disability Leave and Childcaring Leave are also available to eligible nurses. The University shall not unreasonably deny a Personal Leave of Absence to a nurse who has a family-related need to be absent from work, but who does not meet the eligibility requirements of Family Care and Medical Leave. However, such nurse shall not be eligible for any of the rights or benefits attached to Family Care and Medical Leave.

5. **Notice**

- a. If the nurse learns of the event giving rise to the need for leave more than thirty (30) days in advance of the leave's anticipated initiation date, the nurse shall give the University at least thirty (30) calendar days notice of the need for leave. A nurse who fails to give thirty (30) calendar days' notice for a foreseeable leave with no reasonable basis for the delay, may have the Family Care and/or Medical Leave delayed until thirty (30) days after the date on which the nurse provides notice.
- b. If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the nurse shall make reasonable efforts to schedule the treatment so as to avoid disruption to the University's operations.
- c. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the nurse shall provide the University with as much notice as practicable, but no later than five (5) calendar days after learning of the need for the leave.

6. **Certification**

- a. For the Nurse's Own Serious Health Condition – When a nurse requests a Leave of Absence for the nurse's own serious health condition, the University may require that the nurse's request for

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

- 1) a statement as to whether the nurse is unable to perform any one or more of the essential assigned functions of the nurse's position including a statement of the function(s) the nurse is unable to perform, and
- 2) the date, if known, on which the nurse's serious health condition began, the probable duration of the condition and the nurse's probable date of return, and
- 3) whether it will be medically necessary for the nurse to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration of such schedule, and,
- 4) if the condition is chronic and the nurse is presently incapacitated, the duration and frequency of episodes of incapacity.

b. For the Nurse's Family Member With a Serious Health Condition - When a leave of absence is requested for the serious health condition of the nurse's family member, the University may require that a nurse's request for leave be supported by written certification issued by the family member's health care provider. When the University requires certification the University shall provide the nurse a written notice of such requirement. The nurse may submit the required certification on a form provided by the University. In addition to certifying that the nurse's family member has a serious health condition, such certification shall include:

- 1) a statement that the family member's serious health condition warrants the participation of the nurse to provide supervision or care during a period of the treatment or incapacity or psychological comfort, and
- 2) whether the nurse's family member will need care intermittently or on a reduced leave schedule and the probable duration that the nurse is needed to provide care.
- 3) In addition, the nurse may be required to certify either on the form or separately the care s/he will provide the family member and the estimated duration of the period of care.

c. Questioned Medical Opinion – Should there be any question regarding the validity of the nurse's certification for her/his own serious health condition, the University may, at its discretion,

require the nurse to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the nurse's own health care provider, the University may require a third medical opinion from a third health care provider, jointly agreed to by the nurse and the University. The University shall bear the cost of the second and third opinions and the third opinion shall be final.

d. Certification/Recertification

- 1) If the University requires certification and/or re-certification, or if the nurse fails to provide requested certification, s/he shall have fifteen (15) calendar days following the University's request to submit such certification, when practicable. Failure to provide certification for a foreseeable leave within the requested time may result in delay of the leave until the University receives the required certification. Failure to provide or perfect certification for an unforeseeable leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the nurse fails to provide the required certification and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may be discontinued at the University's discretion; however, any leave taken need not be considered Family Care and Medical Leave.
- 2) If the nurse requests additional leave or if the circumstances of the leave change, the University may require the nurse to obtain re-certification. The University shall confirm a request for subsequent certification in writing.

e. Failure to Provide Complete Certification and/or Recertification

If the employee fails to provide a completed certification and/or recertification, the employee shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete certification and/or recertification, the leave is not Family Care/Medical Leave and may be denied in accordance with the provisions of this Article.

f. Confirmation of Family Relationship

The University may, at its discretion, require an employee requesting leave to care for a family member with a serious health condition or requesting Parental leave, to provide documentation of

the familial relationship or proof of birth, placement for adoption or in foster care. The employee's failure to provide documentation within fifteen (15) calendar days of the University's request may, at the discretion of the University, result in either:

- 1) a delay of the leave until the required documentation is provided, or
- 2) if the leave has not begun, it will be denied. If the leave has begun, the leave will not be designated as Family and Medical Care Leave and may be discontinued by the University.

7. **Use of Accrued Paid Leave – Family Care and Medical Leave is unpaid, however:**

- a. A nurse on leave for her/his own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided in Article 22, Work Incurred Injury or Illness. Nurses not eligible for University disability benefit and not on leave due to a work-incurred injury or illness shall use all accrued sick leave prior to being in unpaid status. If sick leave is exhausted, a nurse may elect to use accrued vacation time prior to being in unpaid status.
- b. A nurse on Family Care Leave for Family Illness may use sick leave up to thirty (30) calendar days sick leave to care for the ill family member; pursuant to Article 19, Sick Leave, §E., and/or s/he may elect to use accrued vacation time prior to being in unpaid status.
- c. A nurse on Family Care Leave for Parental Leave may elect to use accrued vacation time prior to being in unpaid status.

8. **Duration**

- a. Family Care and Medical Leave shall not exceed twelve (12) workweeks in the calendar year.
- b. For the purposes of Family Care and Medical Leave, twelve (12) workweeks is equivalent to 480 hours of scheduled work for full-time career nurses who are normally scheduled for eight (8) hours per day five (5) days per workweek (8/40) schedule.
- c. For nurses who work other than an 8/40 work schedule, the number of Family Care and Medical Leave days for which the nurse is eligible shall be adjusted in accordance with their normal work schedule.
 - 1) For the purposes of Family Care and Medical Leave only, 480 hours shall be the equivalent of twelve (12) workweeks for full-time career nurses who are normally scheduled to work other than eight (8) hours per day, five (5) days each

work week (8/40) schedule. While the use of Family Care and Medical Leave need not be consecutive, in no event shall a nurse's aggregate use of Family Care and Medical Leave exceed a total of twelve (12) workweeks within the calendar year.

- 2) For nurses who work part-time or a schedule other than an 8/40, the University shall adjust the number of Family Care and Medical Leave hours to which the nurse is eligible in accordance with her/his normal weekly work schedule. A nurse whose schedule varies from week to week is eligible for a pro-rated amount of Family Care and Medical Leave based on her/his hours worked over the previous twelve (12) weeks preceding the leave.

9. **Intermittent/Reduced Schedule Leave**

- a. When medically necessary and supported by medical certification, the University shall grant an eligible nurse's request for a reduced work schedule or intermittent leave including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the nurse's entitlement of twelve (12) workweeks in the calendar year.
- b. When the nurse requests such intermittent leave or reduced work schedule, the University may, at its discretion, require the nurse to transfer temporarily to an available alternate position for which the nurse is qualified and which better accommodates the nurse's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

10. **Continuation of Health Benefits**

- a. A nurse on an approved Family Care and Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in the calendar year.
- b. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

11. **Return to Work**

- a. Medical Release to Return to Work – A nurse who has been granted a Family Care and Medical Leave for her/his own serious health condition shall provide the University with a medical release acceptable to the University prior to returning to work. Failure to provide a medical release to return to work may result in the delay of reinstatement until the nurse submits the required medical release certification.

- b. Placement on Return to Work – When a nurse has been granted an approved Family Care and Medical Leave of absence and returns within twelve (12) workweeks of the initiation of the leave, s/he shall be reinstated to the same position in the same department upon expiration of the leave. If the position has been abolished or otherwise affected by layoff, and an equivalent position is not available, the nurse shall be afforded the same considerations under Article 23, Layoff, which would have been afforded had the nurse been on pay status when the position was abolished or affected by layoff. The University shall not grant a leave of absence beyond the ending date of the nurse's appointment or predetermined date of separation. For nurses returning after other approved leaves, see §A.10., above, or after Pregnancy Disability Leave, see §D.4., below.

12. **Leave for Childcaring/Parental Leave**

- a. **Parental Leave** For nurses who are eligible for FMLA and CFRA, the University shall approve Parental Leave following the birth or placement of a nurse's child by adoption or as a stepchild, legal ward, or in foster care or for a child for whom the nurse stands in *loco parentis*. The nurse shall conclude such Parental Leave within one (1) year of the birth or placement and it shall run concurrently with Childcaring Leave. Combined Pregnancy Disability Leave (up to 4 months of leave) and Parental Leave (up to 12 workweeks of leave) shall not exceed seven months of leave.
- b. **Childcaring Leave** The University shall grant a nurse's request for a total of up to six (6) months of Childcaring Leave immediately following the birth of her child. The University shall grant a nurse's request for a total of up to four (4) months Childcaring Leave for new fathers, children placed with the nurse through adoption or foster care or when a child becomes the step child or legal ward of the nurse or for a child for whom the nurse stands in *loco parentis*. The nurse shall conclude Childcaring Leave within one (1) year of the birth or placement. If the nurse is eligible for FMLA and CFRA, this leave will be deducted from the appropriate leave bank. In accordance with §D., Pregnancy Disability and Childcaring Leave, a birthmother may be entitled to additional leave.
- c. A nurse shall request Childcaring Leave sufficiently in advance of the expected birth date of the child or placement of a child for adoption or foster care or as a legal ward or as a stepchild to allow the University to plan for the absence of the nurse. The anticipated date of return from Childcaring Leave shall be set at the time such leave commences, or if requested in conjunction with Pregnancy Disability Leave, shall be set at the time the Pregnancy Disability Leave Begins. Childcaring Leave, when taken for acquisition

through adoption or as a stepchild, legal ward or foster care, could commence prior to the date of placement.

D. PREGNANCY DISABILITY AND CHILDCARING LEAVE

A nurse who is disabled during pregnancy and delivers a child may combine accumulated sick leave, vacation time, Compensatory Time, Pregnancy Disability Leave, Parental Leave and Childcaring Leave and any other paid or unpaid time off for the purposes of bearing and caring for a newborn child. Such a nurse's entitlement for a total absence from work shall not exceed twelve (12) months, as necessary and as provided below:

1. Pregnancy Disability Leave

During the period of verified pregnancy-related and/or childbearing disability, a nurse is entitled to and shall, upon request, be granted up to four (4) months Pregnancy Disability Leave for pregnancy/childbearing disability purposes. If the nurse is eligible for FMLA leave, such leave shall be deducted from the nurse's federal FMLA leave entitlement.

- a. If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a University Disability Leave of absence may be granted in accordance with §B., above, for a total disability absence not to exceed six (6) months.
- b. Pregnancy Disability Leave may consist of leave with or without pay; however, a nurse shall be required to use accrued sick leave in accordance with the University's Disability Plan. If sick leave is exhausted, the nurse may elect to use accrued vacation time or accrued compensatory time prior to being in unpaid status.
- c. When medically necessary, and supported by medical certification, the University shall grant a nurse 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 leave schedule shall be counted towards the nurse's entitlement of four (4) months of Pregnancy Disability Leave.
- d. As an alternative to or in addition to pregnancy disability leave, the University shall grant a pregnant nurse's request for temporary reassignment to a less strenuous or hazardous position at the nurse's same salary rate with the advice of the nurse's health care provider, if the reassignment can be reasonably accommodated. For the purpose of this Section, a temporary reassignment includes a temporary modification of the nurse's own position to make it less strenuous or hazardous. A temporary transfer under this Section shall not be counted toward a nurse's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the nurse is also on a reduced work schedule or an intermittent leave schedule.

2. **Combined Pregnancy Disability, University Disability Leave and Childcaring Leave**
 - a. When a nurse takes four months of Pregnancy Disability Leave, she may be eligible for up to two (2) additional months of University Disability Leave of Absence for a total of 6 months of leave due to disability caused by pregnancy or pregnancy related condition. In addition to the combined Pregnancy Disability Leave/University Disability Leave of Absence, she is eligible to receive up to six (6) months of childcaring leave upon request.
 - b. In addition, once the nurse has exhausted the leaves described in §D.2., above, she may be granted a Personal Leave of Absence at the sole non-grievable, non-arbitrable discretion of the University.
3. **Continuation of Health Benefits** – A nurse on an approved Pregnancy Disability Leave, who is also eligible for leave under the FMLA and the CFRA, shall be entitled to up to twelve (12) workweeks of health plan coverage (medical, dental and vision) for the combined Pregnancy Disability Leave/Parental Leave which runs concurrently with FMLA and/or CFRA. The University shall continue other group insurance coverage and retirement benefits in accordance with the provisions of the applicable group insurance and retirement system regulations.
4. **Return to Work**
 - a. The University shall reinstate a nurse who has been given an alternate assignment and/or Pregnancy Disability Leave of Absence to the same position in the same department, provided:
 - 1) the nurse returns to work immediately upon termination of the Pregnancy Disability Leave, and
 - 2) the aggregate duration of all Pregnancy Disability Leaves granted for a given pregnancy does not exceed four (4) months.
 - b. When a nurse returns to work immediately following a FMLA/CFRA leave (Pregnancy Disability Leave and/or Parental Leave), the University shall reinstate her to the same or equivalent job, including same shift. If the nurse has been on a leave for pregnancy/childcaring purposes beyond the FMLA/CFRA Pregnancy Disability Leave and Parental Leave entitlements, or if she is not eligible for such leave entitlements, she shall be reinstated to the same or similar job, which may be in a different department on a different shift.
 - c. When a nurse returns from Pregnancy Disability Leave, if the same position within the same department has been abolished or affected by layoff, the nurse shall be reinstated to a similar position in the same department. If a similar position is not available, the nurse shall be afforded the same considerations, in accordance

with the provisions of Article 23, Layoff, which would have been afforded had that nurse been on pay status when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

E. MILITARY CAREGIVER LEAVE

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

1. Eligibility Criteria and Duration

An eligible employee is entitled to up to 26 workweeks of Military Caregiver Leave during a single 12-month leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered service member to be eligible for this type of leave and must meet the eligibility requirements for Family Care and Medical Leave set forth in Section C.2.a.

2. Definitions

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

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

- d. "Parent of a covered servicemember" means a covered servicemember's biological, adopted, or foster parent or any other individual who stood in *loco parentis* to the covered servicemember. The term does not include parents "in law."
- e. "Son or daughter of a covered servicemember" means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in *loco parentis*, and who is of any age.
- f. "Next of kin" means (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 or her nearest blood relative for purposes of Military Caregiver Leave.
- g. "Single 12-month leave period" means the period beginning on the first day the employee takes leave to care for the covered servicemember and ends 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 at the University.)

3. **Leave Entitlement**

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 service member 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 Family Care and Medical Leave, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered servicemember, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates a recurring periods of leave than does the employee's regular position.

4. Documentation and Certification

Employees may be required to provide a certification completed by an authorized health care provider of the covered 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 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 servicemember.

5. Use of Accrued Paid Leave

Military Caregiver Leave is unpaid leave, except an employee may use sick leave in accordance with Article 19 – Sick Leave and shall use accrued vacation time prior to taking leave without pay.

6. Advance Notice

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

7. Reinstatement

Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the

same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 23 – Layoff and Reduction in Time.

8. Continuation of Health Benefits

An employee on an approved Military Caregiver Leave shall be entitled to continue participation in health plan coverage (medical, dental, and optical) as if on pay status during the leave.

F. QUALIFYING EXIGENCY LEAVE

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

1. Definitions

- a. “Covered military member” is an individual who is on “active duty or call to active duty status” and is either (a) a member of a regular component of the Armed Forces who is deployed to or returning from a foreign country due to service with the Armed Forces, (b) a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Air National Guard of the United States, Air Force Reserve, or Coast Guard Reserve), or (c) a retired member of the regular Armed Forces or the Reserves.
- b. “Parent of a covered military member” means a covered military member’s biological, adopted, or foster parent or any other individual who stood in *loco parentis* to the covered military member. The term does not include parents “in law.”
- c. “Son or daughter of a covered military member” means a covered military member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered military member stood in *loco parentis*, and who is of any age.
- d. “Active duty or call to active duty status” means duty under a call or order to active duty (or notification of an impending call or order to active duty) in the Armed Forces.

- e. “Qualifying exigency” is defined as any one of the following, provided that the activity relates to the covered military member’s active duty or call to active duty status:
- 1) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven or fewer calendar days prior to the date of deployment
 - 2) Military events and activities, including official ceremonies
 - 3) Childcare and school activities for a child of the covered military member who is either under age 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 90 days after the termination of the covered military member’s active duty status
 - 5) Counseling (provided by someone other than a health care provider) for the employee, for the covered military member, or for the child of the covered military member who is either under age 18 or incapable of self-care
 - 6) Rest and recuperation (up to 5 days of leave for each instance) to spend time with the covered military member who is on short-term, temporary rest and recuperation leave during deployment
 - 7) Post-deployment activities to attend ceremonies sponsored by the military for a period of 90 days following termination of the covered military member’s active duty and to address issues that arise from the death of the covered military member while on active duty status
 - 8) Additional activities related to the covered military member’s active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave

2. Eligibility

An employee who is the spouse, domestic partner, son, daughter, or parent of a covered military member is eligible for Qualifying Exigency

Leave if the employee meets the eligibility requirements for Family Care and Medical Leave set forth in Section C.2.a.

3. Leave Entitlement

Eligible employees are entitled to up to 12 workweeks of Qualifying Exigency leave during a calendar year.

As with other Family Care and Medical Leaves, Qualifying Exigency Leave also may be taken on an intermittent or reduced schedule basis.

4. Documentation and Certification

Employees may be required to provide a copy of the covered military member's active duty orders. Employees may also be required to provide certification of:

- (1) the reasons for requesting Qualified Exigency Leave,
- (2) the beginning and end dates of the qualifying exigency, and
- (3) other relevant information.

5. Use of Accrued Paid Leave

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

6. Notice

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

7. Reinstatement

Reinstatement shall be to the same position or, at the department's discretion, to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee been working during the leave period, the employee shall be afforded the same considerations afforded to other employees who are laid off or terminated pursuant to the provisions of Article 23 – Layoff and Reduction in Time.

8. Continuation of Health Benefits

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

G. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE

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

1. Eligibility

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

- a. Be a spouse or domestic partner of a “qualified member” (defined below),
- 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.

2. Definitions

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

- b. "Period of military conflict" means either of the following:

A period of war declared by the United States Congress, or

A period of deployment for which a member of a reserve component is ordered to active duty, as defined in Military & Veterans Code section 395.10.

3. **Substitution of Paid Leave**

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

H. PERSONAL LEAVE OF ABSENCE

A nurse in a career position may be granted a Personal Leave of Absence Without Pay at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement, except as provided in §20.C.12 above., Leave for Childcaring.

I. FUNERAL/BEREAVEMENT LEAVE

In the event a nurse has a personal obligation with regard to funeral attendance/bereavement, up to five (5) days of accumulated sick leave, vacation, holiday, or accumulated compensatory time may, at the option of the nurse, be used. Accumulated sick leave will be used if the nurse does not exercise an option. Requests for such leave shall be made to the nurse's supervisor.

J. LEAVES OF ABSENCE WITH PAY

1. **Jury Duty**

- a. During the time a nurse is on jury duty, the University will make every effort to convert the nurse's scheduled work shift to a Monday-Friday day shift basis, provided the nurse has notified the University of her/his jury duty within five (5) calendar days of receiving a jury summons.
- b. A career nurse who is summoned to serve on jury duty shall be granted paid release time from her/his scheduled day(s) and hours of work for the day(s) spent in jury service and related travel, not to exceed the number of hours in the nurse's normal work day.
- c. The University reserves the right to require verification of jury service.

2. **Voting** – A nurse who is scheduled to work eight (8) hours or more on the day of a statewide primary or general election day and cannot vote outside

- of working hours shall be granted a maximum of two (2) hours leave with pay for voting in the election.
3. **Blood Donations** – A nurse may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.
 4. **Authorized Emergencies** – A nurse may be granted leave with pay during regularly scheduled hours of work for the period of time authorized by the University due to natural or man-made emergencies.
 5. **Administrative or Legal Proceedings on Behalf of the University** – When a nurse is attending administrative proceedings, other than proceedings pursuant to Article 27, Grievance Procedure and Article 28, Arbitration of this Agreement, or legal proceedings on behalf of the University, the University shall provide leave with pay for actual time spent in the proceedings and in related travel. Such leave shall not exceed the number of hours in the nurse's normal work day and normal workweek. The University will treat such leave as time worked for the purposes of Article 14, Hours of Work of this Agreement.
 6. **Attendance at other Administrative or Legal Proceedings**
 - a. The University shall grant leave with pay for actual time required to be present at an administrative or legal proceeding and in related travel, for a full-time nurse in a career position who is served with a subpoena that compels the nurse's presence as a witness. Such leave shall not to exceed the number of hours in the nurse's normal work day and the nurse's normal workweek. Similarly, the University shall grant a part-time nurse in a career position, when subpoenaed, leave with pay for time spent at the proceedings and in related travel that occur during the nurse's regularly scheduled hours of work.
 - b. Leave with pay shall not be granted when a nurse is the plaintiff or defendant in a proceeding, is called but not subpoenaed as a witness, or 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.

K. EMERGENCY RELIEF LEAVE

The University may designate a disaster as one which warrants emergency relief efforts. Upon such designation, nurses may request unpaid leave to join or otherwise perform services for a recognized emergency relief agency (such as the Red Cross or the RN Response Network). Unpaid leave may be granted subject to operational needs and staffing requirements. Nurses may use Vacation / Comp time when participating in such designated emergency relief efforts.