

ARTICLE 20
LEAVES OF ABSENCE

A. GENERAL PROVISIONS

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

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 and Medical Leave (FML) is used when referring to a leave under the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and/or the California Pregnancy Disability Leave Law (PDLL).
 - b. If a Nurse who is eligible for FML takes such a leave for their own serious health condition (as defined in §C.1.a., below), the absence from work will be deducted from the Nurse's FML entitlement. If a Nurse is ineligible for FML or if the Nurse has exhausted their FML entitlement for the calendar year, 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 in accordance with §B. in this Article.
 - 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 taken in paid or unpaid status as provided in this Article. If the non-medical leave of absence qualifies as FML as defined in §C., below, the absence from work, in paid or unpaid status, is deducted from the Nurse's FML 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 §F., 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 FML, 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 FML (see §C.1.d.) 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 and Medical 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 FML**
 - 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 the Nurse's job, with or without reasonable accommodation.
 - 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 FML, the University shall provide the Nurse with 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 FML, 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 the Nurse's 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 their spouse, domestic partner, parent, grandparent, child, grandchild, sibling 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 §H., 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 other than FML 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 FML accordance with §C.1.i., 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 other than FML 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 of absence 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 FML taken for any reason other than pregnancy disability, see the provisions of §C.1.j. below. For Nurses returning after a Pregnancy Disability Leave of Absence, see the provisions of §D.5., below.

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 their job, with or without reasonable accommodation, for the period during which the disability is verified. An unpaid leave may be extended beyond six (6) months if the extension constitutes a reasonable accommodation. Time used by the Nurse that qualifies as FML taken due to the Nurse's serious health condition or pregnancy disability is contained within the total University Disability Leave cap 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 FML for the Nurse's own serious health condition or pregnancy disability, the two leaves will run concurrently and, during the period of FML, §C.1.f. will apply with regard to the use of accrued paid leave.
 - b. In the event a Nurse with a verified disability is not eligible for FML or has exhausted their entitlement to FML, the provisions of this Section will apply to their 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 the Nurse is medically incapable of performing the essential assigned functions of their job, with or without reasonable accommodation, due to a non-work related illness or injury, and
 - a. has exhausted their twelve (12) workweek FML entitlement in the calendar year; or
 - b. is not otherwise eligible for FML; or
 - c. has exhausted their 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 under Article 24, Medical Separation. 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 the Nurse 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 FML allotment shall have return to work rights in accordance with §A.10., of this Article.
- d. For Nurses on a Pregnancy Disability Leave, see §D. of this Article.

4. **Reasonable Accommodation, Modified Duty and Priority Reassignment**

- a. In a manner that is consistent with applicable state and federal law, the University shall provide reasonable accommodation to Nurses who need assistance to perform the essential functions of their jobs because of a disability.
- b. If the Nurse cannot be reasonably accommodated in their current position, a search for an alternative vacant position for which the Nurse is qualified with or without reasonable accommodation will be conducted without the requirement that the position be publicized. The University may, if possible, make available alternate assignments and/or modified duty work consistent with the Nurse's limitations as determined by the Nurse's healthcare provider.

C. FAMILY AND MEDICAL LEAVE

An eligible Nurse may take Family and Medical Leave (FML) for any of the following six reasons, as described in greater detail in this Section below:

- Due to the Nurse's own serious health condition (§C.2.)
- To care for a family member with a serious health condition (§C.3.)
- As Pregnancy Disability Leave (§C.4.)
- As Parental Leave (§C.5.)
- As Military Caregiver Leave (§C.6.)
- As Qualifying Exigency Leave (§C.7.)

1. **General Provisions for FML**

a. **Definitions**

- 1) Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the Nurse 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. The Nurse stands in loco parentis to a child if the Nurse has day-to-day responsibilities to care for or financially support the child.
- 2) Parent is a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in loco parentis to the Nurse when the Nurse was a child. A person stood in loco parentis to the Nurse when the Nurse was a child if the person had day-to-day responsibilities to care for or financially support the Nurse.
- 3) Spouse means a partner in marriage and may be of the same or opposite sex.

- 4) Domestic partner means the individual designated as an employee's domestic partner under one of the following methods: (i) registration of the partnership with the State of California; (ii) establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or (iii) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as an employee's domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the relationship; the individuals share a common residence; and the individuals are financially interdependent.
- 5) Serious Health Condition is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - 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 that person to the facility with the expectation that they 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.
 - 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.
 - c) "Continuing treatment" means ongoing medical treatment or supervision by a health care provider, as defined below.
- 6) A Health Care Provider is 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 the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, Nurse practitioner, Nurse mid-wife 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 Nurse's health plan carrier recognizes for purposes of payment.
- 7) "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. However, for Nurses granted military leave, all hours that would have been worked had the Nurse not been ordered to military duty shall be used to calculate the 1,250 hours of actual service requirement.

b. **Eligibility**

- 1) Nurses who have at least twelve (12) cumulative months of University service and who have at least 1,250 hours of actual service during the twelve-month period immediately preceding the initiation of the leave are eligible for FML under the FMLA and the CFRA and shall be granted FML if leave is requested for an FML-qualifying reason. 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.
- 2) The University shall determine whether the Nurse is eligible and qualifies for FML and shall notify the Nurse in writing of their eligibility and rights and responsibilities and shall notify the Nurse, in writing, when the leave is designated or provisionally designated as FML. 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 (or up to 26 workweeks per single 12-month period for Military Caregiver Leave or up to four months per pregnancy for Pregnancy Disability Leave) may be granted in accordance with this Section.

- c. **Personal Leave After Exhaustion of FML Leave Entitlements** – If a Nurse has exhausted their entitlement to FML or is ineligible for FML, the Nurse may apply for Personal Leave pursuant to §F. of 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 FML. However, such Nurse shall not be eligible for any of the rights or benefits attached to FML.

d. **Notice**

- 1) 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 FML delayed until thirty (30) days after the date on which the Nurse provides notice.
- 2) If the need for leave is foreseeable due to the planned medical treatment of the Nurse or their family member, the Nurse shall make reasonable efforts to schedule the treatment so as to avoid disruption to the University's operations.
- 3) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the 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.

e. **Certification and Other Supporting Documentation**

- 1) If FML Is Requested For The Nurse's Own Serious Health Condition – When a Nurse requests FML 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:
 - a) a statement as to whether the Nurse is unable to perform any one of the essential assigned functions of the Nurse's position, and
 - b) 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
 - c) 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 the need for such schedule, and,
 - d) if the condition will result in periodic episodes of incapacity, an estimate of the anticipated duration and frequency of episodes of incapacity.

- 2) If FML Is Requested To Care For The Nurse's Family Member With A Serious Health Condition - When FML is requested so that the Nurse may care for a family member with a serious health condition, 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:
 - a) a statement that the family member's serious health condition warrants the participation of the Nurse to provide supervision or care (which includes psychological comfort) during a period of the family member's treatment or incapacity, and
 - b) whether the Nurse's family member will need supervision or care over a continuous period of time, intermittently or on a reduced leave schedule basis; the leave schedule the Nurse will need in order to provide that supervision or care; and the probable duration of that need for leave.
 - c) In addition, the Nurse may be required to certify either on the form or separately what care the Nurse will provide the family member and the estimated duration of the period of care.

3) Questioned Medical Opinion – Should the University have a good faith, objective reason to doubt the validity of the Nurse's certification for their 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.

4) Certification/Recertification

a) If the University requires certification and/or recertification, or if the Nurse fails to provide requested certification, the Nurse 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 the 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 FML 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 FML.

b) If the Nurse requests additional leave or if the circumstances of the leave change, the University may require the Nurse to obtain recertification. The University shall confirm a request for subsequent certification in writing.

5) Failure to Provide Complete Certification and/or Recertification

If the Nurse fails to provide a complete certification and/or recertification, the Nurse 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 Nurse fails to provide a complete certification and/or recertification, the leave is not FML and may be denied in accordance with the provisions of this Article.

6) Confirmation of Family Relationship

The University may, at its discretion, require that a Nurse complete a Declaration of Relationship form to certify their relationship with the family member when the Nurse is requesting FML to care for a family member with a serious health condition or to certify the Nurse's relationship with the child when the Nurse is requesting FML as Parental leave. The Nurse's failure to provide the completed Declaration of

Relationship form within fifteen (15) calendar days of the University's request may, at the discretion of the University, result in either:

- a) a delay of the leave until the required documentation is provided, or
- b) if the leave has not begun, it will be denied. If the leave has begun, the leave will not be designated as FML and may be discontinued by the University.

f. **Use of Accrued Paid Leave During FML**

FML is unpaid unless the Nurse uses accrued paid leave (sick leave, vacation leave, or compensatory time) during FML as provided in this Section. All time taken off as FML, whether the Nurse is using accrued paid leave or taking unpaid leave, shall be deducted from the Nurse's FML entitlement.

- 1) A Nurse on FML for their 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 Leave, if applicable. Nurses not eligible for University disability benefits and who are not on leave due to a work-incurred injury or illness shall use all accrued sick leave prior to taking FML without pay. If sick leave is exhausted, a Nurse may elect to use accrued vacation time and/or accrued compensatory time prior to taking FML without pay.
- 2) A Nurse on FML to care for a family member with a serious health condition or on FML for Military Caregiver Leave may use up to thirty (30) calendar days of sick leave pursuant to Article 19, Sick Leave, §E., and/or the Nurse may elect to use accrued vacation time and/or accrued compensatory time prior to taking FML without pay.
- 3) A Nurse on FML for Parental Leave or Qualifying Exigency Leave may elect to use accrued vacation time and/or accrued compensatory time prior to taking FML without pay.
- 4) For a Nurse's use of accrued paid leave while taking FML as Pregnancy Disability Leave, see §D.1.b.

g. **Duration**

- 1) FML shall not exceed twelve (12) workweeks in the calendar year, except when FML is being taken as Military Caregiver Leave or Pregnancy Disability Leave. If the Nurse is taking FML as Military Caregiver Leave, the Nurse shall be eligible for up to 26 workweeks of leave in a single 12-month leave period. If the Nurse is taking FML as Pregnancy Disability Leave, the Nurse shall be eligible for leave for the period of verified pregnancy-related disability up to four months of leave per pregnancy.
- 2) For the purposes of FML, 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.

- 3) For Nurses who work other than an 8/40 work schedule, the number of FML days for which the Nurse is eligible shall be adjusted in accordance with their normal work schedule.
 - a) For the purposes of FML 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 FML need not be consecutive, in no event shall a Nurse's aggregate use of FML exceed a total of twelve (12) workweeks within the calendar year, except when FML is being taken as Military Caregiver Leave or Pregnancy Disability Leave.
 - b) For Nurses who work part-time or a schedule other than an 8/40, the University shall adjust the number of FML hours to which the Nurse is eligible in accordance with their normal weekly work schedule. A Nurse whose schedule varies from week to week is eligible for a pro-rated amount of FML based on their hours worked over the previous twelve (12) months preceding the leave.

h. Intermittent/Reduced Schedule Leave

- 1) 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 when FML is taken due to the serious health condition of the Nurse or the Nurse's family member. 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.
- 2) When the Nurse requests such intermittent leave or reduced work schedule due to the Nurse's planned medical treatment or that of the Nurse's family member, 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.

i. Continuation of Health Benefits

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

- 1) When the Nurse 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.
- 2) When the Nurse 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 §C.6.a.(8).

- 3) When the Nurse is on a Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the Nurse 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. 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.
- 5) When the Nurse is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave after a Nurse's FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

j. **Return to Work**

- 1) Medical Release to Return to Work – A Nurse who has been granted FML for their 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.
- 2) Placement on Return to Work –A Nurse who has been granted FML for any reason other than Pregnancy Disability shall be reinstated to the same position in the same department upon return from FML. 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 and Reduction in Time, which would have been afforded had the Nurse actually been working rather than on leave 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 Pregnancy Disability Leave, see §D.5., below. For Nurses returning after other approved leaves, see §A.10., above.

2. **FML for the Nurse's Serious Health Condition**

FML for the Nurse's own serious health condition is leave taken when the Nurse's own serious health condition, as defined in §C.1.a.(5)., above, renders the Nurse unable to perform any one or more of the essential functions of the Nurse'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 Nurse's child, parent, spouse or domestic partner who has a serious health condition, as

defined in §C.1.a.(5), above, that warrants the participation of the Nurse to provide supervision or care (including psychological care or comfort) during a period of the family member's treatment or incapacity.

4. **FML as Pregnancy Disability Leave**

When a Nurse takes Pregnancy Disability Leave pursuant to §D.1., below, is eligible for FML under the FMLA, the Nurse's Pregnancy Disability Leave will be counted against the Nurse's FML entitlement under the FMLA as well as the Nurse's entitlement under the PDDL.

5. **FML as Parental Leave**

a. Parental Leave is FML taken to bond with the Nurse's newborn; to bond with a child placed with the Nurse for adoption or foster care, as a stepchild, or as a legal ward; to bond with a child for whom the Nurse has assumed in loco parentis responsibility; or to attend to matters related to the birth, adoption, or placement of the child. Such leave shall be concluded within one (1) year of the birth or placement of the child. This leave shall run concurrently with Childcaring Leave taken under §D.2., below. 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. A Nurse shall request Parental 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 Parental 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. Parental Leave, when taken for acquisition through adoption or as a stepchild, legal ward or foster care, could commence prior to the date of placement.

6. **FML as Military Caregiver Leave**

An eligible Nurse 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 incurred in the line of duty, consistent with the definitions of those terms in §C.6.a., below. The general FML provisions set forth in §C.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**

- 1) "Covered servicemember" means (a) a current member of the regular Armed Forces (including a member of the National Guard or Reserves) who, because of a "serious injury or illness," is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is on the temporary disability retired list or (b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness."
- 2) "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 Nurse takes Military Caregiver Leave to care for a covered veteran.

- 3) “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.
- 4) “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: an injury or illness that was incurred 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.
- 5) “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.”
- 6) “Son or daughter of a covered servicemember” means the 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.
- 7) “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 their nearest blood relative for purposes of Military Caregiver Leave.
- 8) “Single 12-month leave period” means the period beginning on the first day the Nurse takes leave to care for the covered servicemember and ends twelve (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.)

b. Eligibility Criteria for Military Caregiver Leave

In addition to meeting the eligibility requirements for FML set forth in §C.1.b., a Nurse taking Military Caregiver Leave must be a spouse, domestic partner, parent, son, daughter, or next of kin of the covered servicemember.

c. Leave Entitlement for Military Caregiver Leave

An eligible Nurse is entitled to up to twenty-six (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 Nurses may take more than one period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same 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 leave period.”

If an eligible Nurse does not use all of their twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single 12-month leave period, the remaining part of the twenty-six (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 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 Nurse 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 Nurse is qualified and which better accommodates a recurring periods of leave than does the Nurse’s regular position.

d. **Documentation and Certification for Military Caregiver Leave**

Nurses 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 §C.1.a.(5). who is treating the covered servicemember to establish entitlement to Military Caregiver Leave. In addition, Nurses 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, their relationship with the Nurse, and an estimate of the leave needed to provide the care. The Nurse may also be required to provide confirmation of a covered family relationship between the Nurse and the servicemember.

7. **FML as Qualifying Exigency Leave**

An eligible Nurse may take Qualifying Exigency Leave if the Nurse’s spouse, domestic partner, son, daughter or parent is a military member and the Nurse needs to attend to any “qualifying exigency” while the military member is on covered active duty, consistent with the definition of those terms in §C.7.a., below. The general FML provisions set forth in §C.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.

a. **Definitions Applicable to Qualifying Exigency Leave**

- 1) “Son or daughter on covered active duty or call to covered active duty status” means the Nurse’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the Nurse stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age.
- 2) “Covered active duty 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.
- 3) “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 Nurse, 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 ninety (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) Arranging for 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 University and Nurse 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 §C.1.b., a Nurse 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 Nurses 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**

Nurses may be required to provide a copy of the military member's active duty orders. Nurses 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.

D. PREGNANCY DISABILITY LEAVE AND CHILDCARING LEAVE

A Nurse who is disabled due to pregnancy, childbirth, or related medical condition and delivers a child may combine accumulated sick leave, vacation time, compensatory time off, 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 disability related to pregnancy, childbirth, or related medical condition, a Nurse is entitled to and shall, upon request, be granted up to four (4) months Pregnancy Disability Leave under California's Pregnancy Disability Leave Law (PDLL). If the Nurse is eligible for FML under the FMLA, the first twelve (12) workweeks of such leave runs concurrently under the federal FMLA and the PDLL.

a. **Duration**

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. **Use of Accrued Paid Leave**

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 the Nurse is not eligible for the University's Disability Plan, she shall use accrued sick leave during Pregnancy Disability Leave. If sick leave is exhausted, the Nurse may elect to use accrued vacation time or accrued compensatory time prior to taking Pregnancy Disability Leave without pay. All time off taken as Pregnancy Disability Leave, whether the Nurse is using accrued paid leave or taking unpaid leave, shall be deducted from the Nurse's PDLL entitlement and also from her FMLA entitlement if the leave is running concurrently under the FMLA.

c. Intermittent and Reduced Schedule Leave

- 1) When medically advisable 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 up to four (4) months of Pregnancy Disability Leave.
- 2) When the Nurse'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 transfer the Nurse temporarily to an available alternative position that meets the needs of the Nurse, provided that the Nurse meets the qualifications for the alternative position. Any alternative position shall have the equivalent rate of pay and benefits and shall better accommodate the Nurse's leave requirements than the Nurse's regular position, but it does not have to have equivalent duties. Only the time actually spent on the intermittent or reduced schedule shall be counted towards the Nurse's entitlement to up to four (4) months of Pregnancy Disability Leave. When the Nurse's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the Nurse to the Nurse's same position or a comparable position in accordance with §D.5., below.

d. Reassignment and Reasonable Accommodation

- 1) 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 when medically advisable according to 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 reassignment 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. When the Nurse's health care provider certifies that the reassignment is no longer medically advisable, the University shall return the Nurse to the Nurse's same position or a comparable position in accordance with §D.5., below.

- 2) If the Nurse's health care provider certifies that reasonable accommodations other than reassignment and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the interactive process with the Nurse to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

2. **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 the child when the Nurse is a birth parent. The University shall grant a request for a total of up to four (4) months of Childcaring Leave for all other Nurses who become new parents, including those who become biological parents, adoptive parents, foster parents, or step-parents, or who become legal guardians for a child or assume in loco parentis responsibility for a child. The Nurse shall conclude Childcaring Leave within one (1) year of the birth or placement of the child. If the Nurse is eligible for Parental Leave under the FMLA and/or CFRA, this leave will run concurrently with Parental Leave and will be deducted from the appropriate leave bank.

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.

3. **Combined Pregnancy Disability, University Disability Leave and Childcaring Leave**

- a. When a Nurse takes four months of Pregnancy Disability Leave, they 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, the Nurse 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.3.a., above, the Nurse may be granted a Personal Leave of Absence at the sole non-grievable, non-arbitrable discretion of the University.

4. **Continuation of Health Benefits – See §C.1.i.(4)., above.**

5. **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 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 comparable position in the same department if the Nurse had been continuously working rather than on leave. If a comparable position is not available on the Nurse's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the Nurse of the position(s). If the Nurse is reinstated within that sixty-day (60-day) period, the period between the Nurse's originally scheduled date of reinstatement and the actual date of reinstatement shall not be counted for purposes of any employee pay or benefits. The date of reinstatement is determined when the leave is granted.
- c. When a Nurse returns to work immediately following Parental Leave under the FMLA and/or CFRA, she will be reinstated in accordance with §C.1.j., above. If the Nurse has been on leave for pregnancy/childcaring purposes beyond the Nurse's leave entitlement under the FMLA/CFRA/PDLL, the Nurse shall be reinstated to the same or similar job, which may be in a different department or on a different shift.

E. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE

A Nurse 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 Nurse'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 Nurse 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, a Nurse 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 twenty (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 Nurse'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 Nurse.

2. Definitions

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

- 3) A member of the Reserves who has been deployed during a period of military conflict.

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

- 1) A period of war declared by the United States Congress, or
- 2) A period of deployment for which a member of a reserve component is ordered to active duty, as defined in Military & Veterans Code section 395.10.

3. **Substitution of Paid Leave**

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

F. 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 §D.2., above., Childcaring Leave.

G. 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.

H. 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 their 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 their 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.

I. 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.