

ARTICLE 38 SICK LEAVE

A. SICK LEAVE CREDIT

1. An employee on pay status for at least one-half of the working hours in a month or quadri-weekly cycle (i.e., two consecutive bi-weekly pay periods) is eligible to accrue sick leave credit for that period. An employee shall accrue leave at the rate of .046154 hours per hour on pay status. The number of sick leave hours which may be accrued is unlimited.
2. Time on pay status in excess of a full-time work schedule (on-call, call-back, premium pay, and overtime hours) shall not be included as pay status hours when computing the amount of sick leave accrued.
3. Accrued sick leave shall be credited to the employee on the next working day following the accrual period, except that an eligible separating employee shall accrue proportionate sick leave through the last day on pay status.

B. SICK LEAVE CREDIT USE

1. Sick leave is to be used for personal illness, personal disability or medical appointments; and, as provided below, for the serious illness of an employee's parent, spouse, domestic partner, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or of any other person related to the employee who is residing in the employee's household or for bereavement. No Service Unit employee shall be disciplined for reasonable use of sick leave.
2. Sick leave shall not be used prior to the time it is credited. Sick leave shall not be used in excess of the employee's normally-scheduled hours of work. Sick leave shall not be used beyond a predetermined date of separation, including retirement or layoff, or the beginning of a leave of absence without pay. However, an employee on pregnancy disability may use sick leave for the time period beginning with the date on which she is physically unable to perform the normal duties of her job or the date of delivery, whichever is earlier, and continuing through the date of release certified by her doctor.
3. Up to 30 days of accrued sick leave per year may be used when the employee is required to be in attendance or to provide care because of serious illness of the employee's parent, spouse, domestic partner, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, or daughter-in-law; or any other person related to the employee who is residing in the employee's household.

4. If, while on vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, the employee may use accrued sick leave for that personal illness. Sick leave may not be used for illness of a family member during the employee's vacation.
5. Bereavement Leave

Sick leave for bereavement purposes may be used as follows:

- a. Up to five days of accumulated sick leave per occurrence may be used when attendance is required due to the death of the employee's parent, spouse, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household.
- b. In the event an employee has a personal obligation for a person other than someone in §B.5.a. above, the employee shall be permitted to use up to five days of accrued sick leave per calendar year for funeral attendance/bereavement.

C. SICK LEAVE PAY

Sick leave is paid at the employee's straight-time rate of pay including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on sick leave.

D. SICK LEAVE NOTIFICATION AND VERIFICATION

1. No sick leave pay shall be payable to an employee unless the employee's immediate supervisor or designee is notified of the illness/disability and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's work day except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee. Subsequent to a notice of illness/disability and the return to work by an employee, no time for which the employee has requested/received sick leave authorization shall be charged to accrued/anticipated compensatory time, leave with pay, vacation, or holiday time in lieu of sick leave time.
2. When justified by the employee's attendance or other circumstances, an employee may be required to submit satisfactory documentation of personal or family illness, disability, or death to the University in order to receive an excused absence from work and sick leave pay. The

employee shall be given notice prior to returning to work that he/she will be required to provide such documentation.

3. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized.
4. When medical documentation is required by the University, it shall be from a health practitioner licensed by the state in which he/she practices to diagnose and certify illness or disability or from an authorized representative of a recognized treatment program. When an employee has been recommended for relief from duty by a medical practitioner acting on behalf of the University, the time granted shall be considered documented sick leave for the day of the relief from duty only, unless otherwise specified by the University's practitioner.
5. The University may have an employee claiming disability examined by a physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a physician of its choosing on the employee's work time.
6. Any employee who anticipates a series of three or more medical appointments which will require a repeated use of sick leave shall inform his/her immediate supervisor of the anticipated schedule of treatment.
7. Except as protected under applicable State or Federal law, an employee's repeated use of sick time may result in loss of sick leave pay, when the University has determined that such use is abusive, and provided the University has provided prior written notice to the employee that sick leave will be denied on future instances of illness irrespective of the nature or duration of illness.

E. TRANSFER AND REINSTATEMENT OF SICK LEAVE

1. An employee transferred, promoted, or demoted without a break in service shall have any accumulated sick leave transferred if the employee is moving to a position where sick leave is accumulated. An employee transferred, promoted, or demoted to a position which does not accumulate sick leave shall have his/her accumulated sick leave held in abeyance. If the employee subsequently moves without a break in service to a position within the University which does accumulate sick leave, the previously-accumulated sick leave shall be restored. An employee who has been laid off and is recalled or preferentially rehired within the

employee's period of recall or preferential rehire eligibility shall have all sick leave accumulated from prior service reinstated.

2. An employee reemployed from University service or State of California service into the bargaining unit after a break in service of less than 15 calendar days shall have all sick leave accumulated from prior service reinstated if the new position is one which accumulates sick leave. If an employee is employed or reemployed in this bargaining unit after a break in service of more than 15 calendar days but less than six months, sick leave accumulated from prior service up to a maximum of 80 hours shall be reinstated. For purposes of this Section E.2. only, "sick leave accumulated from prior service" includes sick leave accumulated in State of California service.
3. An employee who is transferred, promoted, or demoted into a position not covered by this Agreement shall have the accrual, use, and transfer of sick leave governed by the policies and/or contract covering employees in that unit or personnel program. This Article shall apply to employees with split appointments only if the majority of their time is in the bargaining unit covered by this Agreement. In determining the majority of time, time spent in student appointments shall be disregarded.

F. CONVERSION OF SICK LEAVE ON RETIREMENT

Upon retirement members of the University of California Retirement System shall have their accrued sick leave converted to retirement service credit at the rate authorized by the University of California Retirement System for each day of unused accrued sick leave.