

**BR/BX Side Letter– UC Proposal 4**  
**Expansion of Paid Short-Term Leave**  
**Effective January 1, 2025**

Effective January 1, 2025, the terms of this Side Letter Agreement modify, and should be read in conjunction with Article 18, Leaves, of the BX Agreement and Article 17, Leaves of the BR Agreement.

**A. EXPANDED ELIGIBILITY FOR PAID SHORT-TERM LEAVE**

Although Article 18, Section C.1, of the BX Agreement and Article 17, Section C.1, of the BR Agreement define eligibility for short-term leave, this Side Letter modifies those Articles to expand eligibility for paid short-term leave to hourly ASEs.

1. A bank of two (2) short-term leave days is available at the start of the quarter or three (3) days at the start of the semester and does not carry over.
2. The paid short-term leave bank is distinct and separate from long-term leave as described in Article 18, Section D (ASEs) and Article 17, Section D (GSRs).

**B. EXPANDED USE OF PAID SHORT-TERM LEAVE**

1. Paid short-term leave shall be used for the purposes specified in the BX and BR agreements (including those listed in Article 18, Section C.2., Leaves, in the BX Agreement, and in Article 17, Section C.2., Leaves, in the BR Agreement), and including for the ASE/GSR's diagnosis, care, or treatment of an existing physical or mental health condition; or preventive care. For an ASE/GSR who is a victim of domestic violence, sexual assault, or stalking, those purposes outlined in Section B.3 below.
2. Paid short-term leave can also be used for diagnosis, care, or treatment of an existing physical or mental health condition of, or preventive care for, an ASE/GSR's child regardless of age or dependency status, parent, spouse, domestic partner, sibling, grandparent, grandchild, designated person, or persons residing in the ASE/GSR's household. Although Article 18, Section H, of the BX Agreement and Article 17, Section H, of the BR Agreement define family members, this Side Letter amends these Articles to expand that definition for paid short-term leave. For paid short-term leave purposes:
  - a. "Designated person" is a person identified by the ASE/GSR at the time the ASE/GSR requests paid short-term leave. ASE/GSRs are limited to one designated person per calendar year.
  - b. In-laws or step relatives in the relationships listed, including relatives of the domestic partner who would be covered if the domestic partner were the ASE/GSR's spouse, are also covered.
  - c. "Child" also includes an adopted or foster child, legal ward, or a child to whom the ASE/GSR stands in place of a parent (in loco parentis).
  - d. "Parent" also includes an adoptive parent, foster parent, or legal guardian

of an ASE/GSR or the ASE/GSR's spouse or domestic partner, or a person who stood in place of a parent (in loco parentis) when the ASE/GSR was a minor child.

3. Paid short-term leave may be used by an ASE/GSR who is a victim of domestic violence, sexual assault, or stalking in order to:
  - a. obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child;
  - b. seek medical attention for injuries caused by crime or abuse;
  - c. obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
  - d. obtain psychological counseling or mental health services related to an experience of crime or abuse; and/or
  - e. participate in safety planning or take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.
4. The University will maintain the confidentiality of health information or information related to domestic violence or sexual assault regarding the ASE/GSR or the ASE/GSR's family member and will not disclose such information except as required by law.

### **C. PROTECTED PAID SHORT-TERM LEAVE**


1. The amount of paid short-term leave that an ASE/GSR may receive is governed by Section A.1 above. An ASE/GSR may designate six (6) days per calendar year of their paid short-term leave as protected paid short-term leave if the ASE/GSR uses the days for any of the purposes specified below and complies with the notice requirements provided in this Side Letter.
2. ASEs/GSRs may use protected paid short-term leave for the diagnosis, care, or treatment of an existing physical or mental health condition of, or preventive care for, the ASE/GSR or the ASE/GSR's family member as defined in Section C.3 below or for those reasons specified in B.3 of this Side Letter for an ASE/GSR who is a victim of domestic violence, sexual assault, or stalking. Other paid short-term leave usage is covered by other requirements in this Side Letter and the CBAs.
3. For protected paid short-term leave purposes only:
  - a. "Family member" means an ASE/GSR's child, parent, spouse, domestic partner, sibling, grandparent, grandchild, or designated person.
  - b. Regardless of age or dependency status, "child" means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the ASE/GSR stands in place of a parent (in loco parentis).

- c. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of the ASE/GSR or the ASE/GSR's spouse or domestic partner, or a person who stood in place of a parent (in loco parentis) when the ASE/GSR was a minor child.
  - d. "Designated person" is a person identified by the ASE/GSR at the time the ASE/GSR requests paid short-term leave. ASEs/GSRs are limited to one designated person per calendar year for paid short-term leave purposes.
- 4. Protected paid short-term leave includes and runs concurrently with kin care, which is not a separate leave entitlement.
  - 5. The University prohibits any form of retaliation or discrimination against an ASE/GSR for using or attempting to use protected paid short-term leave; for making a complaint or alleging a violation of the protected paid short-term leave provisions in this Side Letter; for cooperating in an investigation regarding the same; or for opposing any policy, practice, or act that is prohibited by the protected paid short-term leave provisions of this Side Letter.

**D. NOTICE AND DOCUMENTATION REQUIRED FOR PAID SHORT-TERM LEAVE USE**

- 1. This Side Letter amends Article 18 of the BX Agreement and Article 17 of the BR Agreement so that Section I of both Agreements (Request for Leave and Coverage) does not apply to paid short-term leave.
- 2. If the need to take paid short-term leave is foreseeable, an ASE/GSR must provide reasonable advance notification of the need to use paid short-term leave to their PI/supervisor either orally or in writing, including the expected length of the leave and whether the ASE/GSR is designating the paid short-term leave as protected.
- 3. If the need to take paid short-term leave is unforeseeable, an ASE/GSR must inform their PI/supervisor as soon as practicable either orally or in writing and include whether the ASE/GSR is designating the paid short-term leave as protected.
- 4. When appropriate, the ASE/GSR may be required to provide documentation supporting the need for paid short-term leave.
- 5. ASEs/GSRs must comply with local procedures concerning notice requirements.

For UAW:

  
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For UC:

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