

Side Letter
Expansion of Paid Sick 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 12 of the IX Agreement.

Expansion of Paid Sick Leave is addressed separately in Side Letters for each K-12 school.

A. PAID SICK LEAVE BANK FOR ELIGIBLE ACADEMIC-YEAR AND OTHER UNIT 18 FACULTY WHO DO NOT ACCRUE PAID SICK LEAVE

Academic-year Unit 18 faculty members and Unit 18 faculty members in Teachers of Special Programs titles, who do not accrue paid sick leave and who have an appointment of at least thirty (30) calendar days in a calendar year, shall receive a bank of six (6) days of paid sick leave days per calendar year.

1. The bank will be credited and available for use on the next working day following the first month or quadri-weekly pay cycle.
2. A new bank of six (6) days of paid sick leave is subsequently available on January 1 of each following year, provided the Unit 18 faculty member remains eligible for it.
3. The bank of unused paid sick leave days expires on each December 31 or the last date of appointment if the appointment ends before December 31.
4. The paid sick leave bank is distinct and separate from paid medical leave and from accrued paid sick leave for fiscal-year Unit 18 faculty members as described in Article 12 Section D of the IX Agreement and Section B of this Side Letter.
5. The maximum number of days an eligible Unit 18 faculty member can have in a paid sick leave bank at any time is six (6) days. The paid sick leave bank does not accrue and does not carry over.
6. The availability of the paid sick leave bank does not change existing flexibility of Unit 18 faculty schedules. The paid sick leave bank provides paid leave when such flexibility is not possible or if the Unit 18 faculty member wishes to designate paid sick leave as protected.

B. EXPANSION OF PAID SICK LEAVE ACCRUAL FOR ELIGIBLE FISCAL-YEAR UNIT 18 FACULTY

1. Although Article 12, Section D defines eligibility for sick leave and when sick leave is credited, this Side Letter modifies that Section as specified here:
 - a. Unit 18 faculty in Fiscal year appointments on pay status at any appointment percentage are eligible to accrue sick leave credit at a rate of one (1) working day per month for full-time service, proportionate to their appointment percentage, including leaves with pay.
 - b. Eligible fiscal-year Unit 18 Faculty members also accrue sick leave credits for the first three days of a curtailment leave.
 - c. This Side Letter also amends Article 12, Section A.9 so that it no longer applies to sick leave.
2. Accrued paid sick leave is credited and available for use on the next working day following each month or quadri-weekly pay cycle in which it is earned, except that

eligible separating fiscal-year Unit 18 faculty members earn proportionate paid sick leave through their last day on pay status. This Side Letter clarifies Article 12, Section D.2.

3. Unused accrued paid sick leave carries over from one year to the next.

C. EXPANDED USE OF PAID SICK LEAVE BANK AND ACCRUED PAID SICK LEAVE

1. "Paid sick leave" refers to a Unit 18 faculty member's (1) paid sick leave bank, when appointed in a title in which a paid sick leave bank is provided, or (2) accrued paid sick leave, when appointed in a title in which paid sick leave accrues. Eligible Unit 18 faculty members may only use a paid sick leave bank when appointed in a title in which a paid sick leave bank is provided and may only use accrued paid sick leave when appointed in a title in which paid sick leave accrues. Paid sick leave is available for use only during scheduled workdays.
2. Paid sick leave shall be used for the purposes specified in the IX agreement, including in Article 12; and including the Unit 18 faculty member's diagnosis, care, treatment of an existing physical or mental health condition, or preventive care. For use of paid sick leave for a Unit 18 faculty member who is a victim of domestic violence, sexual assault, or stalking, those purposes outlined in Section C.5 below.
3. Paid sick leave can also be used for diagnosis, care, or treatment of an existing physical or mental health condition of, or preventive care for, a Unit 18 faculty member's child regardless of age or dependency status, parent, spouse, domestic partner, sibling, grandparent, grandchild, designated person, or persons residing in the Unit 18 faculty member's household.

For paid sick leave purposes:

- a. "Designated person" is a person identified by the Unit 18 faculty member at the time the Unit 18 faculty member requests paid sick leave. Unit 18 faculty members 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 Unit 18 faculty member's spouse, are also covered.
 - c. "Child" also includes an adopted or foster child, legal ward, or a child to whom the Unit 18 faculty member stands in place of a parent (in loco parentis).
 - d. "Parent" also includes an adoptive parent, foster parent, or legal guardian of a Unit 18 faculty member or the Unit 18 faculty member's spouse or domestic partner, or a person who stood in place of a parent (in loco parentis) when the Unit 18 faculty member was a minor child.
4. Although Article 12 outlines how Fiscal Year Unit 18 faculty members may use accrued paid sick leave during family and medical leave, this Side Letter amends the agreement so that eligible Unit 18 faculty members may use their paid sick leave bank during family and medical leave under the same terms.
 5. Paid sick leave may be used by an eligible Unit 18 faculty member 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.
6. The University will maintain the confidentiality of health information or information related to domestic violence or sexual assault regarding a Unit 18 faculty member or their family member and will not disclose such information except as required by law.
7. While receiving injury or illness compensation under the Workers' Compensation Act, an absent Unit 18 faculty member may also use their paid sick leave bank when appointed in a title in which a paid sick leave bank is provided or accrued paid sick leave when appointed in a title in which paid sick leave accrues, to supplement workers' compensation payments provided the total of the paid sick leave pay and workers' compensation benefit does not exceed the Unit 18 faculty member's University of California Retirement Plan (UCRP) covered compensation for the period.
8. Compensation during use of paid sick leave is provided at a rate commensurate with the percentage of appointment in effect during the Unit 18 faculty member's leave.
9. Eligible Unit 18 faculty members with term appointments will not be granted paid sick leave beyond the end date of the term appointment except in cases of reappointment.
10. A Unit 18 faculty member may not use paid sick leave:
 - a. After a date of separation, including retirement or layoff;
 - b. During a temporary layoff or furlough; or
 - c. On an intermittent basis for purposes of eligibility for holiday pay and employer-paid contributions towards benefits. (However, if the Unit 18 faculty member is taking family and medical leave on an intermittent or reduced schedule basis, see the applicable section in Article 12.)

D. PROTECTED PAID SICK LEAVE

1. A Unit 18 faculty member's paid sick leave bank, if appointed in a title in which a paid sick leave bank is provided, is automatically protected paid sick leave if the Unit 18 faculty member uses the days for any of the purposes specified below and complies with the notice requirements provided in this Side Letter.
2. A Unit 18 faculty member appointed in a title in which paid sick leave accrues may designate up to six (6) days per calendar year of accrued paid sick leave as protected paid sick leave if the Unit 18 faculty member uses the days for any of the purposes specified below and complies with the notice requirements provided in this Side Letter.

3. Unit 18 faculty members may use protected paid sick leave for the diagnosis, care, or treatment of an existing physical or mental health condition of, or preventive care for, the Unit 18 faculty member or the Unit 18 faculty's family member or for those reasons specified in C.5. of this Side Letter for a Unit 18 faculty member who is a victim of domestic violence, sexual assault, or stalking. Other paid sick leave usage is covered by the other requirements in this Side Letter and the IX Agreement. The following definitions apply to protected paid sick leave:
 - a. "Family member" means a Unit 18 faculty member'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 Unit 18 faculty member stands in place of a parent (in loco parentis).
 - c. "Parent" means a biological, adoptive, or foster parent, stepparent, or legal guardian of the Unit 18 faculty member or the Unit 18 faculty member's spouse or domestic partner, or a person who stood in place of a parent (in loco parentis) when the Unit 18 faculty member was a minor child.
 - d. "Designated person" is a person identified by the Unit 18 faculty member at the time the Unit 18 faculty member requests paid sick leave. Unit 18 faculty members are limited to one designated person per calendar year for paid sick leave purposes.
4. Protected paid sick leave includes and runs concurrently with kin care, which is not a separate leave entitlement. California's kin care law authorizes employees to use up to one-half of the sick leave they receive annually for the purposes for which employees may use protected paid sick leave (e.g., this would be six (6) days for a fiscal year Unit 18 faculty member who accrues twelve (12) days of paid sick leave a year).
5. The University prohibits any form of retaliation or discrimination against a Unit 18 faculty member for using or attempting to use protected paid sick leave; for making a complaint or alleging a violation of the protected paid sick 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 sick leave provisions of this Side Letter.

E. NOTICE REQUIREMENTS FOR PAID SICK LEAVE USAGE

1. If the need to take paid sick leave is foreseeable, a Unit 18 faculty member must provide reasonable advance notification to their supervisor, department chair, or equivalent academic unit head, and whether it is designated as protected either orally or in writing, including the expected length of the leave, and in accordance with any local procedures. If the need is unforeseeable, such notice of the need to use paid sick leave to their supervisor, department chair, or equivalent academic unit head and whether it is designated as protected shall be provided as soon as practicable, and in accordance with any local procedures.
2. When appropriate, a Unit 18 faculty member may be required to provide documentation supporting the need for paid sick leave. This amends Article 12, Section D.3.b.2, which references satisfactory proof of illness or disability.
3. The University will record used by exempt Unit 18 faculty members in full-day increments or in increments not less than that portion of the day during which a Unit 18 faculty member on less than full-time pay status is normally scheduled to work.

The foregoing does not apply when a Unit 18 faculty member is taking family and medical leave on an intermittent or reduced schedule basis. When a Unit 18 faculty member uses paid sick leave during a family and medical leave, the Unit 18 faculty member's paid sick leave balance will only be deducted for the actual amount of time taken as family and medical leave. A Unit 18 faculty member who is eligible for paid sick leave but elects to take family and medical leave as unpaid leave shall not be paid for any hours or partial hours taken as family and medical leave.

G. AVAILABILITY OF PAID SICK LEAVE UPON CHANGE IN POSITION

1. Any unused accrued paid sick leave will remain available when an eligible Unit 18 faculty member changes positions from a position in which paid sick leave accrues to another position within the University in which paid sick leave accrues.
2. If a Unit 18 faculty member changes positions from a position in which paid sick leave accrues to another position within the University in which paid sick leave does not accrue, any unused accrued paid sick leave will no longer be available but a record of that accrued paid sick leave will be maintained by the University so that the accrued paid sick leave may be reinstated: 1) if the Unit 18 faculty member later changes to a position in which paid sick leave accrues; or 2) for conversion to UCRP service credit if the Unit 18 faculty member retires, in accordance with UCRP provisions.
3. Any unused available paid sick leave from a paid sick leave bank will remain available when an eligible Unit 18 faculty member changes positions in the same calendar year from a position in which a paid sick leave bank is provided to another position within the University in which a paid sick leave bank is provided.
4. If an eligible Unit 18 faculty member changes from a position in which a paid sick leave bank is provided to another position within the University in which a paid sick leave bank is not provided, the sick leave from the paid sick leave bank will no longer be available but a record of that sick leave will be maintained by the University so that the paid sick leave bank may be reinstated: 1) if the Unit 18 faculty member later changes in the same calendar year to another position in which a paid sick leave bank is provided; or 2) for conversion to UCRP service credit if the Unit 18 faculty member retires within that same calendar year, in accordance with UCRP provisions and before the paid sick leave bank expires on December 31.

F. REINSTATEMENT OF PAID SICK LEAVE

1. A Unit 18 faculty member who separates from the University shall not be paid for any unused paid sick leave at the time of separation.
2. A Unit 18 faculty member who separates from the University and is rehired into a position eligible for sick leave within one (1) year from the date of separation shall have all unused accrued paid sick leave from prior service reinstated and available for use, unless the leave balance was previously converted to UCRP service credit upon retirement. If the separation lasted for more than one (1) year, unused accrued paid sick leave shall not be reinstated.
3. A Unit 18 faculty member who is reemployed in the same calendar year in which they previously received a paid sick leave bank, shall have unused days from their previous paid sick leave bank reinstated unless the leave balance was previously converted to UCRP service credit upon retirement.

For the University:

Daniel Menezes Date 2-13-25

Daniel Menezes
Associate Director
UC Systemwide Labor Relations

For the Union:

 Date: 2-12-25

John Branstetter
Vice President for Unit 18
UC – AFT