

ARTICLE 27 SICK LEAVE

A. GENERAL

1. Requests for sick leave may be made orally or in writing and shall be in accordance with department and/or location policies and procedures.
2. The definitions in Article 14 – Leaves of Absence apply to terms used in this Article, including but not limited to the definitions of “Family and Medical Leaves (FML),” “Family members” and “Qualifying Act of Violence”.

B. ELIGIBILITY

1. Employees in all appointment types specified in Article 02 – Appointments, except for per diem appointments, are eligible for sick leave as follows:
 - a. Accrual: An eligible employee accrues sick leave based on hours on pay status. Sick leave accrues at a factor of 0.046154 per hour on pay status. Eligible employees begin to accrue sick leave from their date of hire.
 - b. Credit Timing: Accrued sick leave is credited and available for use on the next working day following each month or quadriweekly pay cycle in which it is earned, except that eligible separating employees earn proportionate sick leave credit through their last day on pay status.
 - c. During Leaves of Absence:
 - i. An eligible full-time career employee on an approved leave without pay accrues full sick leave credits for the month or quadriweekly cycle if the employee is on pay status at least one-half the working hours of the month or quadriweekly cycle.
 - ii. An eligible employee on leave without pay and receiving temporary disability payments under the California Workers' Compensation Act accrues sick leave on the same basis as if actually working, but accrued sick leave is credited to the employee only upon return to work.
 - iii. Eligible employees also accrue sick leave credits for the first three days of a curtailment leave.
 - d. Accrual Max: There is no maximum limit on the amount of sick leave that can be accrued.
2. Sick Leave for Eligible Employees with Per Diem Appointments
 - a. Eligible per diem employees receive eight (8) hours of sick leave per calendar year and do not accrue sick leave.
 - b. This sick leave will be credited and available for use on the next working day following the employee's first monthly or quadriweekly pay cycle.

- c. A new allotment of eight (8) hours of sick leave is subsequently provided each January 1 thereafter.
- d. Eligible per diem employees will carry over any unused sick leave from one year to the next except that the maximum amount of sick leave than an eligible per diem employee can have at any time is sixteen (16) hours.
- e. Eligible per diem employees may use up to a maximum of sixteen (16) hours of sick leave in a calendar year.

3. Advanced Sick Leave for Newly Hired Employees

- a. A newly hired employee who is eligible for this provision refers to a career employee newly hired to the University within their first three (3) months of their hire date. Employees who are new to a position at the University but started that position with accrued sick leave already are not eligible for this provision.
- b. Newly hired employees who have not yet accrued sufficient sick leave to cover an absence may use sick leave consistent with Section C up to the amount the employee would have accrued over their first three (3) months. Sick leave under this provision may only be used during the employee's first three (3) months.
- c. Any sick leave used in advance will be deducted from the employee's future sick leave accruals until the advanced amount has been repaid.
- d. If the employee separates from employment before the advanced sick leave has been fully repaid, the employer may recover the value of the unearned leave.
- e. The advanced sick leave in this provision may not be designated as Protected Sick Leave as per Section D below.
- f. Sick leave under this provision may be used in accordance with Section C below.
- g. The Union shall provide the University with safe harbor from grievances regarding this provision until November 1, 2026 to allow time for implementation.

C. USE OF SICK LEAVE

- 1. Subject to certain limitations, including but not limited to the eligibility and use provisions of this Article and applicable provisions in Article 14 – Leaves of Absence, employees may be eligible to use available sick leave for the following:
 - a. For the employee's own diagnosis, care, or treatment of an existing physical or mental health condition; preventive care; personal illness; disability; medical appointment;
 - b. When the employee is required to attend to or care for ill family members not designated as FML; for the diagnosis, care, or treatment of a family member's existing physical or mental health condition not designated as FML; for a family member's preventive care; or to attend to or provide care for other persons residing in the employee's household who are ill. For this Section, the employee may be eligible to

use up to thirty (30) days in a calendar year. The University may authorize exceptions beyond the thirty (30) day limit.

- c. When the employee or the employee's family member is a victim of a qualifying act of violence, and the employee is using leave for reasons specified in Section E.3 of Article 14 – Leaves of Absence (“Victims of Qualifying Acts of Violence”). The University will maintain the confidentiality of health information or information related to qualifying acts of violence regarding an employee or an employee's family member and will not disclose such information except as required by law.
 - d. Because the employee or the employee's family member is a victim of a crime and is attending judicial proceedings related to that crime as described in Section E.4 of Article 14 – Leaves of Absence (“Leave to Attend Crime Related Judicial Proceedings”).
 - e. To appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.
 - f. For those purposes specified in Article 14 – Leaves of Absence or elsewhere in the Agreement.
2. An employee may not use sick leave:
- a. Before sick leave is accrued or otherwise available, except as outlined above in Section B.3,
 - b. After separation, retirement, or indefinite layoff,
 - c. In excess of their scheduled hours of work,
 - d. During furlough or temporary layoff,
 - e. On an intermittent basis for purposes of eligibility for holiday pay and employer-paid contribution towards benefits. (However, if the employee is taking FML on an intermittent or reduced schedule basis, see the applicable section in Article 14 – Leaves of Absence).
3. Before using sick leave, an eligible employee may be required to do the following:
- a. Provide reasonable advance notice if the need for sick leave is foreseeable or provide notice as soon as practicable if the need for sick leave is unforeseeable;
 - b. Indicate when providing notice whether the employee is designating the sick leave as protected; and
 - c. Provide documentation supporting the need for sick leave when appropriate.
4. An eligible employee who becomes ill while on vacation will be permitted to use sick leave but may be required to provide satisfactory verification of the employee's illness or injury.

5. Eligible employees who accrue sick leave may only use that accrued sick leave in a position that accrues sick leave. Eligible employees who receive sick leave in a per diem appointment may only use that sick leave in a per diem appointment.

D. DESIGNATING SICK LEAVE AS PROTECTED

1. An eligible employee may choose to designate available sick leave as protected sick leave as described below. Eligible employees may designate sick leave as protected when used for:
 - a. the diagnosis, care, or treatment of an existing physical or mental health condition of an employee or an employee's family member;
 - b. preventive care for an employee or an employee's family member;
 - c. appearance as a witness when summoned by subpoena or other court order as described in Section C.5 of Article 14 – Leaves of Absence ("Witness Duty");
 - d. those reasons specified in Section E.3 of Article 14 – Leaves of Absence ("Victims of Qualifying Acts of Violence") for an employee who is a victim of a qualifying act of violence or who has a family member who is a victim of a qualifying act of violence; or
 - e. those reasons specified in Section E.4 of Article 14 – Leaves of Absence ("Leave to Attend Crime Related Judicial Proceedings").
2. The definition of "Family members" in Section A.1 of Article 14 – Leaves of Absence provides additional information about these relationships.
3. Eligible employees in all appointment types specified in Article 02 – Appointments, except for per diem appointments, may designate up to six (6) days per calendar year of available sick leave as protected sick leave if the employee uses the sick leave for any of the purposes specified in Section D.1 and complies with applicable notice requirements. Sick leave designated as protected includes and runs concurrently with kin care, which is not a separate leave entitlement.
4. An eligible employee with a per diem appointment may designate up to 16 hours per calendar year of available sick leave as protected sick leave if the employee uses the sick leave in connection with that appointment for any of the purposes specified in Section D.1 and complies with applicable notice requirements.
5. The University prohibits any form of discrimination or retaliation against an employee for using or attempting to use sick leave designated as protected; for making a complaint or alleging a violation of the protected sick leave provisions in this Article; for cooperating in an investigation regarding the same; or for opposing any policy, practice, or act that is prohibited by the protected sick leave provisions of this Article.

E. SICK LEAVE PAY

1. Pay during a sick leave is at the employee's rate of pay in effect at the time the leave is taken, not the rate of pay in effect when the sick leave was accrued.

2. Any unused sick leave is not paid out upon termination of employment.

F. AVAILABILITY OF SICK LEAVE UPON CHANGE IN POSITION

1. Any unused accrued sick leave will remain available when an eligible employee changes positions within the University from a position in which sick leave accrues to another position in which sick leave accrues.
2. If an eligible employee changes positions from a position in which sick leave accrues to a position in which sick leave does not accrue, such as to a per diem appointment, any unused accrued sick leave will no longer be available but a record of that accrued sick leave will be maintained by the University so that the sick leave may be reinstated: (1) if the employee later changes to a position in which sick leave accrues; or (2) for conversion to University of California Retirement Plan (UCRP) service credit and/or retiree health service credit if the employee retires, in accordance with UCRP and University of California Group Insurance Regulations (GIR) provisions.
3. Any unused available sick leave will remain available when an eligible employee changes between per diem positions within the University. If an employee changes from a per diem position to a position in which sick leave accrues, the sick leave from the per diem position will no longer be available but a record of that sick leave will be maintained by the University so that the sick leave may be reinstated: (1) if the employee later transfers to a per diem position; or (2) for conversion to UCRP service credit and/or retiree health service credit if the employee retires, in accordance with UCRP and GIR provisions.

G. RECORDING SICK LEAVE BALANCES AND USE

1. Non-Exempt Employees: The University will record sick leave used by non-exempt employees to the nearest quarter hour.
2. Exempt Employees: The University will record sick leave used by exempt employees in full-day increments or in increments not less than that portion of the day during which an employee on less than full-time pay status is normally scheduled to work. The foregoing does not apply when an employee is taking FML on an intermittent or reduced schedule basis. See Sections B.1.d of Article 14 – Leaves of Absence.

H. SEPARATION FROM EMPLOYMENT AND REINSTATEMENT OF SICK LEAVE

1. An employee does not receive pay for sick leave upon separation from University employment.
2. An employee who separates from the University and is rehired into a position eligible for sick leave within twelve (12) months from the date of separation will have all unused sick leave from the employee's prior service reinstated and available for use unless the sick leave balance was previously converted to UCRP service credit and/or retiree health service credit upon retirement. If the separation is for more than twelve (12) months, any unused sick leave will not be reinstated. For purposes of this subsection only, service with the State of California (including UC Law San Francisco) and the California State University will be treated as University service.

3. An employee who is laid off and subsequently reemployed during the period of recall and preferential rehire status will have all accrued and unused sick leave reinstated.
4. An employee who retires from UCRP within four months of separating from University employment and elects monthly retirement income will have any unused sick leave converted to UCRP service credit under the terms and conditions of the UC Retirement Plan. Savings Choice participants who establish a retirement date and elect UC retiree health coverage will also have any unused sick leave converted to retiree health service credit under the terms and conditions of the GIRs. Unused sick leave is not converted to service credit in a lump sum cashout of retirement benefits.