ARTICLE 12
LEAVES OF ABSENCE AND ACTIVE SERVICE MODIFIED DUTIES

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A. GENERAL PROVISIONS

Subject to the provisions of this Article, leaves of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of the University.

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

2. Unit 18 faculty members shall be advised in writing of the reason(s) for the denial of a leave request, and the reasons shall not be capricious or unreasonable.

3. No Unit 18 faculty member shall be denied reappointment, promotion, continuing status or a continuing appointment, or merit increases as a result of application for, or receipt of, requested leaves.

4. No Unit 18 faculty member shall have their duties unreasonably modified upon return from leave. Whenever possible, the University agrees to consult with the Unit 18 faculty member in the determination of the Unit 18 faculty member's assignment upon return from leave.

5. Unit 18 faculty members on approved leave may defer their merit review in accordance with Article 22.

    a. At the request of a Pre-Six Unit 18 faculty member who has been granted Pregnancy Disability Leave and/or Parental Bonding Leave for one partial quarter or semester, the partial quarter or semester need not be counted towards eligibility for excellence review as defined in Article 7B., Section A.3. The Pre-Six Unit 18 faculty member shall submit the written request to the University within ten (10) calendar days of returning from the Pregnancy Disability Leave and/or Parental Bonding Leave.

6. No leave will be granted for any period beyond the ending date of the Unit 18 faculty member's current appointment service period.

7. A paid leave of absence shall not be granted at a percentage time greater than that of the Unit 18 faculty member's appointment.

8. Unit 18 faculty member on approved leaves of absence without pay may elect to continue University provided benefits in accordance with the University's benefits regulations. For benefits continuation during FML, see Section B. For benefits continuation during leaves other than Family and Medical Leave (FML), as defined in Section B, Unit 18 faculty members who so elect understand that they are responsible for the entire premium payment in order to continue their UC benefits and must make arrangements with the University, prior to the commencement of the leave.

9. If the eligible Unit 18 faculty member is on leave without pay for more than half of the calendar month, sick leave, vacation, seniority credit, and/or retirement service credit do not accrue in that month.

10. An eligible fiscal-year Unit 18 faculty member who is on leave without pay for a work-incurred injury or illness, or disability and is receiving temporary disability payments accrues sick leave on the same basis as if regularly employed, but such accrued sick leave is credited to the Unit 18 faculty member only upon return to work.

11. The University, at its sole discretion, may place a Unit 18 faculty member on administrative leave with pay. The University will communicate the reason for the administrative leave to the Unit 18 faculty member as soon as feasible. If the administrative leave lasts longer than twenty-one (21) calendar days, a written explanation of the intent, reason for, and expected duration of the leave will be provided no later than the twenty-first day.

12. The University shall not retaliate against Unit 18 faculty member as a result of their requesting or being granted leave under this Article.

13. The University will provide the same assistance to Unit 18 faculty member that it provides to other UC academic appointees with regard to obtaining disability benefits.

14. <u>Definitions</u>

    a. Non-medical leaves of absence, with or without pay, may include: Family and Medical Leave ("FML") taken for certain purposes (to care for the Unit 18 faculty's family member with a serious health condition, Parental Bonding Leave, Military Caregiver Leave, and Qualifying Exigency Leave), as well as military leave, leave for jury duty, voting, blood donations, administrative or legal proceedings, emergencies, and professional development, including attending professional meetings and programs. (See Article 9, Section A. for professional leaves.)

    b. Medical leaves, with or without pay, may include: FML taken for certain purposes (leave taken for the Unit 18 faculty member's own serious health condition and Pregnancy Disability Leave), Paid Medical Leave, and Other Leaves/Personal Leave taken for medical reasons.

c. FMLA is the federal Family and Medical Leave Act of 1993.

d. CFRA is the California Family Rights Act, which is part of the California Fair Employment & Housing Act.

e. PDLL is the California Pregnancy Disability Leave Law, which is part of the California Fair Employment & Housing Act.

15. Requests for Leave

a. Except as provided in Section B.6., which addresses the Notification required for FML, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to the University. Such requests 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. All requests for leaves of absence shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

16. Duration

a. The duration, terms of the leave and the date of return are determined when the leave is granted, and shall be communicated to the Unit 18 faculty member, in accordance with the provisions of this Article. Except as provided under Section B., Family and Medical Leave (FML), written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article, the total aggregate of leaves of absence taken in any combination, granted under this Article, generally shall not exceed one year.

17. Return to Work

a. Except as provided in Section B., Family and Medical Leave (FML), and Section C., Pregnancy Disability Leave, a Unit 18 faculty member who has been granted an approved leave with or without pay shall be reinstated to the same or a similar position to which the Unit 18 faculty member was appointed if the return date is during the term of the appointment service period. If the position

held has been abolished or affected by layoff during the leave, the Unit 18 faculty member shall be afforded the same considerations that would have been afforded had that Unit 18 faculty member been actively working rather than on leave when the position was abolished or affected by layoff. These reinstatement rights do not apply if reinstatement is sought after the expiration of the Unit 18 faculty member's appointment service period.

b. A Unit 18 faculty member who has exhausted their original leave entitlement and who has been granted additional leave under another section of this Article shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.

c. Return to work after FML and Pregnancy Disability Leave is described in full in Sections B.10. and C.5.

B. FAMILY AND MEDICAL LEAVE (FML)

1. A Unit 18 faculty member who is eligible for Family and Medical Leave (FML) and has not exhausted their FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail below:

    a. Due to the Unit 18 faculty member's own serious health condition (see Section B.12.)

    b. To care for a family member with a serious health condition (see Section B.13.)

    c. As Pregnancy Disability Leave (see Section B.14.)

    d. As Parental Bonding Leave (see Section B.15.)

    e. As Military Caregiver Leave (see Section B.16.)

    f. As Qualifying Exigency Leave (see Section B.17.)

2. FML is unpaid leave, except as otherwise provided in this Article. See Section B.9 below.

3. Definitions specific to FML

    a. Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the Unit 18 faculty member 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.

    b. Parent means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in loco parentis to the Unit 18 faculty member when the Unit 18 faculty member was a child. "Parent" does not include the Unit 18 faculty member's grandparents or mother-in-law or father-in-law unless they stood in loco parentis to the Unit 18 faculty member when the Unit 18 faculty member was a child.

    c. Spouse means a partner in marriage.

    d. Domestic partner is an individual who would qualify as a domestic partner under the definition of that term set forth in the University's Academic Personnel Manual at APM - 110.

    e. Serious health condition is an illness, injury (including 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.

        1) 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 the person with the expectation that the person 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.

        2) 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.

3) Continuing treatment means ongoing medical treatment or supervision by a health care provider, as defined below.

f. Health Care Provider is an individual who 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; a 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 or nurse midwife performing within the scope of their duties as defined under State Law; a Christian Science practitioner; or any health care provider that the Unit 18 faculty member's health plan carrier recognizes for purposes of payment.

4. Eligibility Criteria for FML

a. Unit 18 faculty members who have at least twelve (12) cumulative months of University service (all prior University service, including service with the UC managed Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement) and have at least 1,250 hours of actual service (as defined below) during the twelve-month period immediately preceding the commencement of the leave are eligible for FML under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) if leave is requested for an FML-qualifying reason, except as otherwise provided in this Article. If the Unit 18 faculty member is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply.

b. "1,250 Hours of Actual Service" means time actually spent at work and does not include any paid time off, such as sick leave. However, for Unit 18 faculty member's granted military leave, all hours that would have been worked had the Unit 18 faculty member not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

5. Duration of Leave

a. FML shall not exceed twelve (12) workweeks in any calendar year except when it is used for Pregnancy Disability Leave, Military Caregiver Leave, or a combined Pregnancy Disability Leave and Parental Bonding Leave. If the Unit 18 faculty member is taking FML as Pregnancy Disability Leave, the Unit 18 faculty member shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy. If the Unit 18 faculty member taking FML for Military Caregiver Leave, the Unit 18 faculty member shall be eligible for up to 26 workweeks of leave in a single 12-month leave period.

b. While the use of FML need not be consecutive, in no event shall an Unit 18 faculty member's use of FML exceed a total of twelve (12) workweeks within a calendar year (or 26 workweeks in the single 12-month leave period if the Unit 18 faculty member is taking FML as Military Caregiver Leave, four (4) months per pregnancy if the Unit 18 faculty member is taking FML as Pregnancy Disability Leave, or four (4) months plus twelve (12) workweeks if the Unit 18 faculty member is taking a combined Pregnancy Disability Leave and Parental Bonding Leave).

    1) For Unit 18 faculty members who work part-time, the number of FML hours for which the Unit 18 faculty member is eligible shall be adjusted in accordance with the Unit 18 faculty member 's normal weekly work schedule. A Unit 18 faculty member whose schedule varies from week to week is eligible for a prorated amount of FML based on the Unit 18 faculty member's hours worked over the twelve (12) months immediately preceding the leave.

    2) Any leave taken by an eligible Unit 18 faculty member that qualifies as FML (including leave for a Work-Incurred Injury or Illness) will be designated as such by the University and will be counted against the Unit 18 faculty member's FML leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of FML time actually taken by the Unit 18 faculty member (which could be weeks, days, hours, and/or partial hours).

3) If the Unit 18 faculty member has exhausted their entitlement to FML or is otherwise ineligible for FML, the Unit 18 faculty member may still be eligible for a leave to cover the absence from work for verifiable medical reasons as referenced in Section D, Paid Medical Leave/Sick Leave and /or Section O, Other Leaves/ Personal Leave. Such leaves may be paid or unpaid.

6. Forms in Which FML May Be Taken

a. FML generally may be taken as a block leave or, in certain circumstances discussed below, on an intermittent or reduced schedule basis.

1) Unit 18 faculty member requests for FML on an Intermittent or Reduced Schedule Basis

2) When medically necessary and supported by medical certification, the University shall grant an eligible Unit 18 faculty member request for FML for the Unit 18 faculty member's serious health condition, to care for a family member with a serious health condition, or as Military Caregiver Leave on an intermittent or reduced schedule basis, including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule toward the Unit 18 faculty member's FML entitlement for the applicable year.

3) A Unit 18 faculty member may take FML for Qualifying Exigency Leave on an intermittent or reduced schedule basis.

4) For requests to take FML as Pregnancy Disability Leave on an intermittent or reduced schedule basis, see Section C. below.

5) For requests to take FML as Parental Bonding Leave on an intermittent or reduced schedule basis, see Section B.15.a. Below.

b. Temporary Transfer to Accommodate Intermittent Leave or Reduced Work Schedule

1) When the Unit 18 faculty member requests FML on an intermittent or a reduced schedule basis due to planned medical treatment for the Unit 18 faculty member's serious health condition, the serious health condition of a family member, or the serious injury or illness of the covered Unit 18 faculty member the University may, at its sole, non-grievable discretion, require the Unit 18 faculty member to transfer temporarily to an available alternate position for which the Unit 18 faculty member is qualified and which better accommodates the Unit 18 faculty member's recurring need for leave. Such alternative positions shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. When the Unit 18 faculty member no longer needs the intermittent or reduced schedule leave (or earlier, at the University's option), the employee will be reinstated in accordance with Section B.11.

7. Notification

a. Whenever practicable, if the Unit 18 faculty member learns of the event giving rise to the need for FML more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the Unit 18 faculty member shall give the University at least thirty (30) calendar days' notice of the need for leave. A Unit 18 faculty member who fails to give thirty (30) calendar days' notice for a foreseeable leave, with no reasonable basis for the delay may have the FML leave delayed until thirty (30) calendar days after the date on which the Unit 18 faculty member provides notice.

1) If the need for leave is foreseeable due to the planned medical treatment of the Unit 18 faculty member (due to the Unit 18 faculty member's serious health condition or pregnancy disability) or the planned medical treatment of the Unit 18 faculty member's family member with a serious health condition, the Unit 18 faculty member shall make reasonable efforts to schedule the treatment so as to not

unduly disrupt the University's operations, subject to the approval of the health care provider.

2) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the Unit 18 faculty member shall provide the University with as much notice as practicable and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave.

b. The University shall determine whether the Unit 18 faculty member meets the eligibility requirements and qualifies for an FML leave and shall, within five (5) calendar days of that determination, notify the Unit 18 faculty member, in writing, whether the leave is designated or provisionally designated as FML leave. The start date of the leave, the terms of the leave and the date of return are determined when the leave is granted. If the leave is being denied, the designation notice will so indicate.

c. Extensions to an FML leave may be granted in accordance with this section, up to the aggregate maximum of twelve (12) workweeks in a calendar year (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave or four (4) months per pregnancy if FML is taken as Pregnancy Disability Leave or four (4) months plus twelve (12) workweeks for a combined Pregnancy Disability Leave and Parental Bonding Leave). If a Unit 18 faculty member's need for leave continues after their FML entitlement has been exhausted, the Unit 18 faculty member may request a Personal Leave in accordance with Section O or, if the FML was for a medical reason, may request a Paid Medical Leave in accordance with Section D.

8. <u>Certification and Other Supporting Documentation</u>

a. Certification When FML Is Taken for the Unit 18 faculty member's Own Serious Health Condition

1) When FML is requested for the Unit 18 faculty member's own serious health condition, the University may, at its discretion, require that a Unit 18 faculty member's request for leave be supported by written certification issued by the

Unit 18 faculty members' health care provider. When certification is required by the University, such requirement shall be submitted to the Unit 18 faculty member in writing. Certification may be provided by the Unit 18 faculty member on a form given to the Unit 18 faculty member by the University and shall, regardless of the format in which it is provided, include:

a) a certification that the Unit 18 faculty member has a serious health condition as defined in Section B.3.e. above, and

b) a statement as to whether the Unit 18 faculty member is unable to perform any one or more of the essential assigned functions of their position, and

c) the date, if known, on which the Unit 18 faculty member's serious health condition began, the probable duration of the condition and the Unit 18 faculty member's probable date of return, and

d) whether it will be medically necessary for the Unit 18 faculty member to take leave intermittently or to work on a reduced schedule and, if so, the probable duration of such schedule, and,

e) if the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.

b. Certification When FML Is Taken to Care for the Unit 18 faculty member's Family Member

1) When a leave of absence is requested so that the Unit 18 faculty member may care for a family member with a serious health condition, the University may, at its discretion, require that a Unit 18 faculty member 's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, such requirement shall be submitted to the

Unit 18 faculty member in writing. Certification may be provided by the Unit 18 faculty member on a form given to the Unit 18 faculty member by the University and shall, regardless of the format in which it is provided, include:

a) certification that the Unit 18 faculty member's family member has a serious health condition as defined in Section B.3.e. above, and

b) a statement that the family member's serious health condition warrants the participation of the Unit 18 faculty member to provide supervision or care (which includes psychological care or comfort) during the period of the family member's treatment or incapacity, and

c) whether the Unit 18 faculty member's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the Unit 18 faculty member will need in order to provide that supervision or care; and the probable duration the Unit 18 faculty member will need for leave.

c. Certification When FML Is Taken as Pregnancy Disability Leave

1) When FML is taken as Pregnancy Disability Leave, the Unit 18 faculty member may be required to provide certification in accordance with Section C.7. below.

d. Certification When FML Is Taken for Military Caregiver Leave

1) When Military Caregiver Leave is requested, the Unit 18 faculty member may be required to provide a certification completed by an authorized health care provider of the covered servicemember that provides information sufficient to establish entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that the servicemember has a covered relationship with the

Unit 18 faculty member, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the Unit 18 faculty member may be required to provide information establishing the servicemember's veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

e. Certification When FML Is Taken for Qualifying Exigency Leave

    1) When Qualifying Exigency Leave is requested, a Unit 18 faculty member may be required to provide a copy of the military member's active duty orders. Unit 18 faculty member 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.

f. Confirmation of Family Relationship

    1) The University may, at its sole non-grievable discretion, require that a Unit 18 faculty member complete a Declaration of Relationship form to certify the Unit 18 faculty member's relationship with the child when the Unit 18 faculty member is requesting FML as Parental Bonding Leave or to certify the Unit 18 faculty member's relationship with the family member when the Unit 18 faculty member is requesting FML to care for a family member with a serious health condition. The University may, at its sole discretion, delay or deny a request for FML, or discontinue an FML leave in progress, if the Unit 18 faculty member fails to provide a completed Declaration of Relationship form within fifteen (15) calendar days of the University's request.

g. Questioned Medical Certifications

    1) Should the University have a good faith, objective reason to doubt the validity of the Unit 18 faculty member's certification for the Unit 18 faculty member's own serious health condition, the University may, at its sole non-grievable

discretion, require that the Unit 18 faculty member obtain a second medical opinion from a second health care provider selected by the University.

2) Should the second medical opinion differ from the opinion of the Unit 18 faculty member's own health care provider, the University may, at its sole non-grievable discretion, require a third medical opinion from a third health care provider, jointly selected by the Unit 18 faculty member and the University. The University shall bear the cost of the second and third opinions and the third opinion shall be final.

3) The second medical opinion shall be in the same format as the original certification. No medical records may be required to be released to the University, although a limited release of the medical records between the two health care providers may be necessary. The University will provide a copy of the second and, if applicable, third medical opinion to the Unit 18 faculty member at no cost to them.

h. Additional Certification and/or Recertification

1) If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed, the University may, at its sole non-grievable discretion, require the Unit 18 faculty member to obtain recertification. Such requests for subsequent certification and/or recertification shall be in writing. If certification and/or recertification is required, the Unit 18 faculty member shall return the certification within fifteen (15) calendar days of the University's request, where practicable.

i. Failure to Provide the Requested Certification and/or Recertification

1) For FML taken as Pregnancy Disability, see Section C.4.d. below.

2) A Unit 18 faculty member's failure to provide the certification and/or recertification for a foreseeable leave other than Pregnancy Disability Leaves within the requested time may

result in delay of the leave until the required certification is received. A Unit 18 faculty member's failure to provide certification for an unforeseeable leave other than Pregnancy Disability Leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the Unit 18 faculty member fails to provide the required certification or recertification within a reasonable time as requested, FML will be denied in accordance with section B.8.a. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML.

3) If the Unit 18 faculty member fails to provide a complete and sufficient certification and/or recertification, the Unit 18 faculty member shall be given fifteen (15) calendar days to perfect the certification/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 Unit 18 faculty member fails to provide a complete and sufficient certification and/or recertification and the leave has not begun, the request for FML will be denied in accordance with section B.8.a. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FML. However, the University may grant a Personal Leave of Absence to the Unit 18 faculty member at its discretion.

9. Use of Accrued Paid Leave

a. FML is unpaid except when the Unit 18 faculty member uses one of options for paid leave for Pregnancy Disability Leave in Section C.2, is granted Paid Medical Leave under Section D, or uses accrued sick leave and/or the use of accrued vacation (for those Fiscal Year Unit 18 faculty member who accrue sick leave and vacation leave) as set forth below:

1) A Unit 18 faculty member on FML for the Unit 18 faculty member's own serious health condition:

2) If eligible for University disability benefits, the Unit 18 faculty member shall use accrued sick leave or Paid Medical Leave in accordance with section D below and in accordance with the University's Disability Plan requirements;

3) If not eligible for University disability benefits and not on FML due to a work-incurred injury or illness, the Unit 18 faculty member may elect to use accrued sick leave or Paid Medical Leave in accordance with section D below instead of taking FML without pay;

4) If on FML due to a work-incurred injury or illness, the Unit 18 faculty member may use accrued sick leave or Paid Medical Leave in accordance with Section D instead of taking FML without pay;

5) In any of the above circumstances, the Unit 18 faculty member may elect to use accrued vacation time instead of taking FML without pay.

b. A Unit 18 faculty member on FML to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may use accrued sick leave and/or accrued vacation leave instead of taking FML without pay.

c. A Unit 18 faculty member on FML for Pregnancy Disability Leave shall use accrued leave as set forth in Section C.5.

d. A Unit 18 faculty member taking FML as Parental Bonding Leave may elect to use accrued vacation time instead of taking FML without pay.

e. A Unit 18 faculty member taking FML as Qualifying Exigency Leave may elect to use accrued vacation time instead of taking FML without pay.

10. <u>Continuation of Health Benefits</u>

a. An eligible Unit 18 faculty member on an approved FML shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as if on pay status as follows:

b. When the Unit 18 faculty member is on FML that runs concurrently under the FMLA and the CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.

c. When the Unit 18 faculty member is on FML as Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve-month period. For purposes of Military Caregiver Leave, the “single twelve-month period” is the period beginning on the first day the Unit 18 faculty member takes the leave and ending twelve (12) months after that date.

d. When the Unit 18 faculty member is on FML as Qualifying Exigency Leave under the FMLA: Continued coverage for a period of up to twelve (12) workweeks in a calendar year.

e. When the Unit 18 faculty member 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 per pregnancy. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the Unit 18 faculty member ’s FMLA benefits coverage entitlement to up to twelve (12) workweeks of such coverage in a calendar year.

f. When the Unit 18 faculty member is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Bonding Leave after a Unit 18 faculty member’s FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

11. <u>Return from FML</u>

a. Required Notice and Documentation

1) The Unit 18 faculty member shall provide reasonable notice to their employing department of the anticipated return to work.

2) A Unit 18 faculty member returning from FML for the Unit 18 faculty member's own serious health condition must provide a written medical release to return to work prior to returning to work. For returns after Pregnancy Disability Leave, see Section C.5. below.

3) A Unit 18 faculty member who has been medically released to perform the essential assigned functions of their job shall be reinstated in accordance with the provisions of Section B.11.b. below.

4) Failure to provide a medical release to return to work may result in the delay of reinstatement until the Unit 18 faculty member submits the required medical release certification.

b. Reinstatement Rights

1) When a Unit 18 faculty member has been granted an approved FML for any purpose other than Pregnancy Disability Leave and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), the Unit 18 faculty member shall be reinstated to the same or an equivalent position upon expiration of the leave. For a Unit 18 faculty member's return to work rights after Pregnancy Disability Leave, see Section C.8. below. If the Unit 18 faculty member would have been laid off or terminated had the Unit 18 faculty member been actively working during the leave period, the Unit 18 faculty member shall be afforded the considerations afforded to other Unit 18 faculty member s who are laid off or terminated pursuant to the provisions of this Memorandum of Understanding. No Unit 18 faculty member with a predetermined appointment service period end date shall be granted a leave of absence beyond the appointment service period end date or predetermined date of separation. As stated in Section B.11.a.2., above, an Unit

18 faculty member who has been granted an FML for the Unit 18 faculty member's own serious health condition must provide a written medical release to return to work prior to returning to work. Reinstatement rights do not apply to Unit 18 faculty member's if reinstatement is sought after the ending date of their current appointment.

12. FML for Unit 18 faculty member's Serious Health Condition

    a. FML for the Unit 18 faculty member's own serious health condition is leave taken when the Unit 18 faculty member's own "serious health condition," as defined in Section B.3.e. above, renders the Unit 18 faculty member unable to perform any one or more of the essential functions of the Unit 18 faculty member's position.

13. FML to Care for Unit 18 faculty member's Family Member with a Serious Health Condition

    a. FML to care for a family member with a serious health condition is leave to care for the Unit 18 faculty member's child, parent, spouse or same or opposite sex domestic partner who has a "serious health condition," as defined in Section B.3.e. above, that requires the participation of the Unit 18 faculty member to provide supervision or care (which includes psychological care or comfort) during the period of the family member's treatment or incapacity.

14. FML as Pregnancy Disability Leave

    a. When a Unit 18 faculty member who takes Pregnancy Disability Leave pursuant to Section C. below is eligible for FML under the FMLA, Pregnancy Disability Leave will be counted against the Unit 18 faculty member's FML entitlement under the FMLA as well as the Unit 18 faculty member's Pregnancy Disability Leave entitlement under the PDLL.

15. FML as Parental Bonding Leave

    a. FML taken as Parental Bonding Leave is leave taken to bond with the Unit 18 faculty member 's newborn or a child placed with the Unit 18 faculty member for adoption or foster care or to attend to

matters related to the birth, adoption, or placement of the child. The following special provisions apply to Parental Bonding Leave:

1) Time Limit for Parental Bonding Leave

    a) Parental Bonding Leave must be initiated and concluded within one (1) year of the birth or placement of the child with the Unit 18 faculty member.

2) Eligibility for Parental Bonding Leave

    a) A Unit 18 faculty member taking Parental Bonding Leave must meet the eligibility requirements for FML set forth in Section B.4. above except when the Unit 18 faculty member is taking Parental Bonding Leave immediately following an FML taken as Pregnancy Disability Leave; in those circumstances, a Unit 18 faculty member who was eligible for FML under the FMLA at the beginning of the Unit 18 faculty member's Pregnancy Disability Leave shall be granted a Parental Bonding Leave under the CFRA for up to twelve (12) workweeks after the Pregnancy Disability Leave, provided that the Unit 18 faculty member has not exhausted the Unit 18 faculty member's FML entitlement under the CFRA for that leave year.

3) Advance Notice

    a) The Unit 18 faculty member shall request Parental Bonding Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care, in order to allow the University to plan for the absence of the Unit 18 faculty member but the Unit 18 faculty member shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental Bonding Leave shall be set at the time such leave commences or, if requested in conjunction with

an FML taken as Pregnancy Disability Leave, shall be set at the time such Pregnancy Disability Leave commences. Parental Bonding Leave, when taken because of the adoption or placement of the child with the Unit 18 faculty member could commence prior to the date of placement.

4) Duration of Parental Bonding Leave

a) Parental Bonding Leave alone generally shall not exceed twelve (12) workweeks within a calendar year as defined in Sections B.4.a. and B.5. above. However, when an FML for Parental Bonding Leave is combined with an FML for Pregnancy Disability Leave, the total FML shall not exceed four (4) months and twelve (12) workweeks in a calendar year. In addition, a Unit 18 faculty member could request a Personal Leave under Section O., if they want additional leave for this purpose. However, FML granted for Pregnancy Disability Leave and Parental Bonding Leave that is combined with Personal Leave for parental bonding shall not exceed one year in total.

5) Forms in which Parental Bonding Leave May Be Taken

a) The University shall grant a Parental Bonding Leave of less than two (2) weeks duration on any two (2) occasions. The University, at its sole non-grievable discretion, may require that any additional Parental Bonding Leave requested be for a minimum duration of two (2) weeks, unless otherwise required by law.

16. <u>FML as Military Caregiver Leave</u>

a. An eligible Unit 18 faculty member 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,” consistent with the definitions of those terms in Section B.16.b. below.

b. Eligibility Criteria and Duration Specific to Military Caregiver Leave

1) An eligible Unit 18 faculty member is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single twelve-month (12-month) leave period. The Unit 18 faculty member must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for FML set forth in Section B.4. above.

c. Definitions Specific to Military Caregiver Leave

1) Covered servicemember means:

a) a current member of the 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 otherwise 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 Unit 18 faculty member 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 a member of 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 their 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 and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the covered veteran unable to perform the duties of their office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave; (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for Comprehensive Assistance for Family Caregivers.

5) Parent of a covered servicemember means a covered servicemember's biological, adoptive, step or foster father or mother 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, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, when that person was a child 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 blood relative who the covered servicemember has designated in writing as the covered servicemember's nearest blood relative for purposes of Military Caregiver Leave.

8) Single 12-month leave period means the period beginning on the first day the Unit 18 faculty member takes Military Caregiver Leave 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.)

d. Leave Entitlement

1) Military Caregiver Leave is applied on a per-covered servicemember, per-injury basis. Eligible Unit 18 faculty member may take more than one (1) 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 servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any "single twelve-month (12-month) period."

2) If an eligible Unit 18 faculty member does not use all of their twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single twelve-month (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.

17. FML as Qualifying Exigency Leave

a. Qualifying Exigency Leave is an additional type of FML available to eligible Unit 18 faculty member. If the military member is the spouse, domestic partner, son, daughter or parent of the Unit 18 faculty member. The Unit 18 faculty member may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the military member is on covered activity duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty).

1) Definitions Specific to Qualifying Exigency Leave

a) Son or daughter on covered active duty or call to covered active duty status means the Unit 18 faculty member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the Unit 18 faculty member stood in loco parentis when the person was a child, who is on covered active duty or call to covered active duty status, and who is of any age.

b) Covered active duty or call to covered active duty status means:

i. For purposes of members of the Regular Armed Forces: duty during the deployment of the member with the Armed Forces to a foreign country.

ii. For purposes of a member of the Armed Forces Reserve: duty during the deployment of

the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to 10 U.S.C. sections 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.

c) Reserve component of the Armed Forces include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation pursuant to 10 U.S.C. sections 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.

d) 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:

    i. Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment;

    ii. Military events and activities, including official ceremonies;

iii. Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time that Qualifying Exigency Leave is to commence;

iv. 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 ninety (90) days after the termination of the military member's covered active duty status;

v. Counseling (provided by someone other than a healthcare provider) for the Unit 18 faculty member, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time the Qualifying Exigency Leave is to commence;

vi. 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 the period of deployment;

vii. Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;

viii. Arranging for care for the parent of the military member or providing care for the parent on an urgent, immediate need basis (but not on a routine, regular, or everyday basis), where the parent is incapable of self-care and is the biological, adoptive, step, or foster father or mother of the military member, or any other individual who stood in loco parentis to the military member when the military member was under eighteen (18) years of age; and

ix. Additional activities related to the military member's covered active duty or call to covered active duty status when the employer and Unit 18 faculty member agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

C. PREGNANCY DISABILITY LEAVE

1. During the period when a Unit 18 faculty member is disabled because of pregnancy, childbirth, or related medical condition, the Unit 18 faculty member is entitled to, and the University shall grant the request for, Pregnancy Disability Leave. Pregnancy Disability Leave may also be used for prenatal care.

2. For a Unit 18 faculty member disabled by pregnancy, childbirth, or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the Unit 18 faculty member is eligible for FML under the FMLA, pursuant to Section B.4. above, such leave shall be deducted from a Unit 18 faculty member's FML entitlement under the FMLA as well as the Unit 18 faculty member's entitlement under the PDLL.

3. Pregnancy Disability Leave may be taken as a block leave or, when medically advisable, on an intermittent or reduced schedule basis. Only the amount of leave time actually taken may be counted against the Unit 18 faculty member's Pregnancy Disability Leave entitlement.

4. Duration

a. A Unit 18 faculty member is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.

b. If the Unit 18 faculty member continues to be disabled by pregnancy, childbirth or related medical condition beyond four (4) months, a Paid Medical Leave may be granted in accordance with Section D. or as may otherwise be required by law.

c. Following Pregnancy Disability Leave, the Unit 18 faculty member may be eligible for Parental Bonding Leave, pursuant to Section B.15, above, to care for the Unit 18 faculty member's newborn child. The total FML taken for a combination of Pregnancy Disability Leave shall not exceed four (4) months and Parental Bonding Leave shall not exceed twelve (12) workweeks in a calendar year.

5. Paid Leave and Use of Accrued Leave

a. Pregnancy Disability Leave is normally without pay. However, a Unit 18 faculty member may receive pay during the Pregnancy Disability Leave according to the following:

1) A Unit 18 faculty member who does not accrue sick leave and who has served in the Unit 18 faculty member's title or any other UC academic title for at least twelve (12) consecutive months will receive at least the Unit 18 faculty member's approved base salary for up to eight (8) weeks while the Unit 18 faculty member is unable to perform the Unit 18 faculty member's normal University obligations.

2) A Unit 18 faculty member who does not accrue sick leave and who has not served in the Unit 18 faculty member's title or any other academic title for at least twelve (12) consecutive months will receive at least the Unit 18 faculty member's approved base salary for approximately the period which would be accrued during the appointment in accordance with the accrual rates that follow:

a) Eligible academic year appointees accrue sick leave only during the months of their service period, at the rate of one working day per month for full-time service, including leaves with pay.

b) Eligible appointees at 50 percent or more time accrue sick leave at a proportionate rate; appointees at less than 50 percent time do not accrue sick leave.

3) Any Unit 18 faculty member who accrues sick and/or vacation leave may use accrued sick leave and/or accrued vacation leave during Pregnancy Disability Leave instead of taking Pregnancy Disability Leave without pay.

4) The Unit 18 faculty member is eligible to receive Short-Term Disability coverage during this leave in accordance with the provisions of that benefit, including being required to use available accrued sick leave in accordance with the University's Disability Plan.

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6. Transfer and Other Reasonable Accommodations As Alternatives To Or In Addition To Pregnancy Disability Leave

a. Transfer at the Request of the Unit 18 faculty member. The University shall temporarily transfer a pregnant Unit 18 faculty member to a less strenuous or hazardous position upon the request of the Unit 18 faculty member when such transfer is medically advisable according to the Unit 18 faculty member's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the Unit 18 faculty member's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted against a Unit 18 faculty member's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the Unit 18 faculty member is also taking leave on an intermittent or reduced schedule basis. When the Unit 18 faculty member's health care provider certifies that the transfer is no longer medically advisable, the University shall return the Unit 18 faculty member to their same position or a comparable position in accordance with Section C.6. below.

b. Transfer to Reasonably Accommodate Unit 18 faculty member's Need for Intermittent or Reduced Schedule Leave. When the Unit 18 faculty member's health care provider states in a medical certification that it is medically advisable for the Unit 18 faculty member to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its sole non-grievable discretion, transfer the Unit 18 faculty member temporarily to an available alternative position that meets the needs of the Unit 18 faculty member, provided the Unit 18 faculty member meets the qualifications of the alternative position. When the Unit 18 faculty member's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the Unit 18 faculty member to their same position or a comparable position in accordance with Section C.6. below.

c. Other Reasonable Accommodations. If the Unit 18 faculty member's health care provider certifies that reasonable accommodation(s) other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the interactive process with the Unit 18 faculty member to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

7. Certification

a. When a Unit 18 faculty member requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, the University may, at its discretion, require that the Unit 18 faculty member's request be supported by written medical certification issued by the Unit 18 faculty member's health care provider.

b. When a medical certification is requested in connection with the Unit 18 faculty member's request for reasonable accommodation or transfer, it shall contain the following: (a) a description of the requested accommodation or transfer, (b) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (c) the date on which the need for

reasonable accommodation became or will become medically advisable and the estimated duration of the need for the reasonable accommodation or transfer.

c. When a medical certification is requested in connection with a Unit 18 faculty member's request for leave, it shall contain the following: (a) a statement that the Unit 18 faculty member needs to take Pregnancy Disability Leave because the Unit 18 faculty member is disabled by pregnancy, childbirth, or a related medical condition, and (b) the date on which the Unit 18 faculty member became disabled because of pregnancy and the estimated duration of the leave.

d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the reasonable accommodation, transfer, or leave until the required certification is provided.

e. The University may, at its discretion, require that a Unit 18 faculty member returning to work immediately following Pregnancy Disability Leave provide a written medical release prior to returning to work.

8. Reinstatement After Pregnancy Disability Leave

a. The date of reinstatement after Pregnancy Disability Leave is typically determined by agreement between the University and the Unit 18 faculty member when the leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made, the University shall reinstate the Unit 18 faculty member within two business days or, when two business days is not feasible, as soon as possible after the Unit 18 faculty member notifies the University of the Unit 18 faculty member's readiness to return.

b. A Unit 18 faculty member who has taken Pregnancy Disability Leave shall be reinstated to the same position, provided that the Unit 18 faculty member returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the

aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. If the same job has been abolished or affected by layoff, the Unit 18 faculty member shall be reinstated to a comparable position if the Unit 18 faculty member would have been entitled to the comparable position if the Unit 18 faculty member had been actively working rather than on leave. If a comparable position is not available on the Unit 18 faculty member's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the Unit 18 faculty member of the position(s). If the Unit 18 faculty member is reinstated within that sixty-day (60-day) period, the period between the Unit 18 faculty member's originally scheduled date of reinstatement and the actual reinstatement date shall not be counted for purposes of any employee pay or benefits. The reinstatement rights do not apply to the Unit 18 faculty member if reinstatement is sought after the expiration of their appointment.

9. Continuation of Health Benefits

    a. A benefits-eligible Unit 18 faculty member on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as set forth in Section B.10. above, whether or not the Pregnancy Disability Leave also qualifies as FML under the FMLA.

D. PAID MEDICAL LEAVE / SICK LEAVE

1. Eligibility

    a. Unit 18 faculty member who have an average of 66% or greater appointment for a full academic year (three quarters or two semesters) who are unable to work for reasons of personal illness, injury, or disability are eligible for Paid Medical Leave.

    b. An appointment average of 66% or greater is determined by a two-year look back period of six quarters/four semesters/twenty-four fiscal year months, not including teaching in summer session. Non-teaching terms are included and considered 0% appointment.

c. The Unit 18 faculty member's appointment percentage will be determined by the higher appointment percentage between the two years.

2. An eligible Unit 18 faculty member shall be granted Paid Medical Leave as follows:

    a. Eligible Unit 18 faculty member with fewer than ten (10) years of employment in the bargaining unit at the same campus who do not accrue sick leave shall be eligible for a maximum of twenty-two (22) weeks of consecutive or intermittent paid medical leave within a ten-year period for personal injury, illness or disability.

    b. Eligible Unit 18 faculty member with ten (10) or more years of employment in the bargaining unit at the same campus who do not accrue sick leave shall be eligible for a maximum of thirty-six (36) weeks of consecutive or intermittent paid medical leave within each subsequent 10-year period, for personal injury, illness or disability.

    c. Approval of Paid Medical Leave on an intermittent or partial reduction in time basis are subject to the outcome of the interactive process pursuant to Article 20 Reasonable Accommodation.

    d. For appointments less than 100%, the paid leave will be proportional to the Unit 18 faculty member's appointment percentage at the time of the Paid Medical Leave.

    e. The University will not grant paid medical leave beyond the end date of a Unit 18 faculty member's term appointment service period except in cases of reappointment.

    f. Paid medical leave does not accrue and, if unused within the 10-year period, is not carried over to any subsequent 10-year period, nor is the unused portion used to calculate University of California Retirement Plan (UCRP) service credit.

    g. University of California Retirement Plan (UCRP) service credit accrues while a Unit 18 faculty member is on a UC-paid medical leave in accordance with UCRP provisions.

h. Unit 18 faculty member may also be eligible for employer-paid Short-Term Disability Plan benefits and, if enrolled, for University of California employee-paid Supplemental Disability Plan benefits.

i. A Paid Medical Leave runs concurrently with FML if the leave is taken for any of the FML-qualifying reasons.

3. Sick Leave for Fiscal Year Appointees

a. Eligibility

1) Unit 18 faculty member in fiscal year appointments on pay status for at least fifty percent (50%) of full time are eligible to accumulate sick leave credit based on the percentage of time on pay status up to a maximum of one (1) working day per month for full time service. Sick leave may be accrued without limit. Sick leave is earned during leave with pay. Sick leave is credited at the end of the month in which it is earned.

b. Use of accumulated sick leave

1) Unit 18 faculty member are expected to use sick leave in keeping with normally approved illness of a family member or bereavement. Accumulated sick leave may be used for temporary disability related to pregnancy, childbirth, and recovery therefrom.

2) Unit 18 faculty member may be required to submit satisfactory proof of illness or disability.

3) Sick leave shall not be used prior to the time it is credited nor shall sick leave be used beyond a predetermined separation date.

4) Regularly scheduled days off and University administrative holidays shall not be charged against sick leave.

5) While receiving injury or health compensation under the Worker's Compensation Act, an absent Unit 18 faculty

member may also receive sick leave benefits provided the total of the sick leave pay and worker's compensation does not exceed the employee's regular salary for the period.

4. Reporting

    a. Once a month, each Unit 18 faculty member shall report sick leave used to the appropriate office. Once a month, the University shall report to each Unit 18 faculty member on the accrual and use of sick leave.

5. Sick Leave Retirement Credit

    a. Upon retirement, accumulated sick leave shall be converted to retirement service credit in accordance with retirement system policies in effect at the time of the Unit 18 faculty member's retirement.

E. BEREAVEMENT LEAVE

1. The University shall grant a Unit 18 faculty member's request for bereavement leave due to the death of a family member as defined in section E.2., below. The period of such leave shall be up to three (3) days per occurrence, and Unit 18 faculty member shall receive up to three (3) days' pay for bereavement leave. Nothing in this section shall preclude the University from granting a longer period of unpaid bereavement leave.

2. Family member (including step-family member) for the purpose of bereavement leave is defined as one's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or legal ward who is under 18 years). Parent includes a biological, foster, or adoptive parent, step-parent, legal guardian, or an individual who stood in loco parentis to the Unit 18 faculty member when the Unit 18 faculty member was a child.

F. JURY DUTY

1. A Unit 18 faculty member shall be eligible for a paid jury duty leave when summoned for required jury duty service. The Unit 18 faculty member

shall provide the University with verification of jury duty service. The University will not provide paid jury duty leave absent advance notice and verification of service.

G. MILITARY LEAVE

1. The University shall provide military leave for the Unit 18 faculty member who are called to active U.S. military service or state military service according to applicable University military leave policy or as otherwise required by applicable law.

H. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE

1. A Unit 18 faculty member 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 Unit 18 faculty member'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 Unit 18 faculty member shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

2. Eligibility - To be eligible, a Unit 18 faculty member 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 20 or more hours per week,

    c. Provide the University with notice of the Unit 18 faculty member's intention to take the leave within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, 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 Unit 18 faculty member.

3. 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 California Military & Veterans Code section 395.10.

4. Substitution of Paid Leave – This leave is unpaid leave, except that a Unit 18 faculty member who accrues vacation leave may use accrued vacation leave instead of taking the leave without pay.

I. NON-FML PARENTAL LEAVE WITHOUT PAY

1. Description and Eligibility

    a. A Unit 18 faculty member is eligible for a full-time or part-time parental leave without pay for up to one year to care for a child, as defined in Section B. 3. a. The child may be the Unit 18 faculty member’s child or that of a spouse or domestic partner.

    b. The University will not grant a parental leave without pay beyond the end date of a Unit 18 faculty member’s term appointment service period.

2. Interaction with Family and Medical Leave Entitlement

    a. A Unit 18 faculty member who is eligible for FML under the FMLA/CFRA shall be granted an unpaid Parental Bonding Leave to care for a newborn child or a child newly placed for adoption or foster care. Up to 12 workweeks of the parental leave granted under this section shall run concurrently with the Unit 18 faculty member's FML Parental Bonding Lave. FML Parental Bonding Leave has certain obligations and benefits, as set forth in Section B.15 above, including:

    b. Timing

        1) FML Parental Bonding Leave must be concluded within 12 months following the child's birth or placement.

    c. Effect on Benefits

        1) A benefits eligible Unit 18 faculty member on a FML Parental Bonding Leave, with or without pay, shall be entitled to continue participation in health coverage as set forth in Section B.10 above. Other group insurance coverage and retirement benefits shall be administered in accordance with the provisions of the applicable group insurance and retirement system regulations.

3. A Unit 18 faculty member on a parental leave under this section that is not running concurrently with an FML Parental Bonding Leave is responsible for the continuation of benefits during any unpaid portion of the leave, as set forth in Section A.10 above.

J. VACATION - For Fiscal Year Unit 18 Faculty Members Only

1. Definition

    a. Vacation is paid time off from University obligations for the purpose of rest and rehabilitation.

2. Eligibility

a. Only Unit 18 faculty member on fiscal year appointments at fifty percent (50%) of full-time or more for at least six months accrue vacation.

3. Accrual and Use

a. Eligible full-time Unit 18 faculty member accrue vacation at the rate of two (2) working days a month. Eligible part-time Unit 18 faculty member accrue vacation at a proportionate rate of full time credit.

b. Vacation allowance shall not accrue during a leave of absence without pay. Vacation credit shall be accrued by the Unit 18 faculty member on a leave of absence with pay. Accrued vacation shall be used at a time or times in keeping with the program of work being conducted by the Unit 18 faculty member, and approved by the designated University official.

c. Regularly scheduled days off and the University administrative holidays shall not be charged against vacation time.

d. Except when a campus allows the use of anticipated vacation in times of holiday closures, a Unit 18 faculty member may not anticipate vacation, that is, vacation is limited to the vacation time actually accrued by the date set for the Unit 18 faculty member's vacation.

e. Records showing accrual and usage of vacation leave credit will be maintained for the Unit 18 faculty member.

K. VOTING

1. A Unit 18 faculty member shall be granted leave with pay, up to a maximum of two (2) hours, for voting in a statewide primary or general election if the Unit 18 faculty member is scheduled to work eight (8) hours or more on that day and does not have time to vote outside of working hours.

L. BLOOD DONATIONS

1. A Unit 18 faculty member may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.

M. WITNESS LEAVE

1. Witness Leave is leave with pay for time spent attending administrative or legal proceedings on behalf of the University or appearing as a subpoenaed witness in an administrative or legal proceeding. Leave shall be granted for the actual time spent in proceedings and in related travel not to exceed the Unit 18 faculty member's normal workday and work week. Leave with pay will not be granted when a Unit 18 faculty member is a plaintiff or defendant in a proceeding unrelated to University employment, 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. All Unit 18 faculty members are eligible to apply for leaves in accordance with other leaves with or without pay.

N. OTHER LEAVES/PERSONAL LEAVES

1. Other leaves/Personal Leaves may be granted with or without pay at the University's sole discretion or if required by applicable law. Such leaves may include unpaid leave where the Unit 18 faculty member either does not qualify for, or has exhausted, a leave provided in this Article.

2. Unit 18 faculty member who wish to take a leave of absence shall submit a timely request for leave to the appropriate University administrator with sufficient specific information to allow the University to make a decision. The application shall identify the period of the leave and whether the leave requested is with or without pay.

3. Such leaves shall normally not exceed one calendar year. In exceptional circumstances, such leaves may be extended at the sole discretion of the University.

4. Personal Leaves taken for Family Care or Bonding shall be considered Qualified Personal Leaves for the purpose of Unit 18 Pay for Family Care and Bonding under Section P.

a. A personal leave for family care or bonding and taken under the Unit 18 Pay for Family Care and Bonding program shall not be unreasonably denied.

b. A Unit 18 faculty member who has been granted a personal leave for Family Care or Bonding shall be reinstated to the same or a similar position to which the Unit 18 faculty member was appointed if the return date is during the term of the appointment service period. If the position held has been abolished or affected by layoff during the leave, the Unit 18 faculty member shall be afforded the same considerations that would have been afforded had that Unit 18 faculty member been actively working rather than on leave when the position was abolished or affected by layoff. These reinstatement rights do not apply if reinstatement is sought after the expiration of the Unit 18 faculty member's appointment service period.

O. ACTIVE SERVICE-MODIFIED DUTIES – FAMILY ACCOMMODATIONS FOR CHILDBEARING AND CHILDREARING

1. Definition: Active service-modified duties is a period during which normal duties may be reduced so that a Unit 18 faculty member can prepare for and/or care for a newborn child or a child newly placed for adoption or foster care. During a period of active service modified duties, the Unit 18 faculty member is on active service and is expected to perform some portion of his or her normal duties. A period of active service-modified duties is not a leave of absence.

2. Eligibility:

   a. To be eligible for active service-modified duties, a Unit 18 faculty member must be responsible for 50 percent or more of the care of a child. The child may be the Unit 18 faculty member's child or that of a spouse or domestic partner. A Unit 18 faculty member is eligible for a period of active service-modified duties for each event of birth or placement. The birth or placement of one or more children at the same time constitutes a single event of birth or placement. Eligibility for a period of active service-modified duties shall normally extend from 3 months prior to 12 months following the birth or placement.

b. A Unit 18 faculty member who is a birth mother and who has a full-time appointment for at least one full academic year (three quarters or two semesters) or for the entire fiscal year (four quarters) is eligible for a total period of active service-modified duties of three quarters (or two semesters), which includes any time taken for paid pregnancy disability leave (up to 68 weeks), to enable the to recover fully from the effects of pregnancy and childbirth and to prepare for and/or care for the newborn child. If the Unit 18 faculty member gives birth during the summer or an off-duty term, the Unit 18 faculty member is eligible for a total period of active service-modified duties of two three quarters (or two semesters).

c. An eligible Unit 18 faculty member who is not the birth mother and who has a full-time appointment for at least one full academic year (three quarters or two semesters) or for the entire fiscal year (four quarters) is eligible for active service-modified duties of one quarter (or one semester).

3. Submission of Request

a. A Unit 18 faculty member shall submit a written request to the department chair or unit head of the need for a period of active service-modified duties. The request must include a written statement by the Unit 18 faculty member certifying that the is responsible for 50 percent or more of the care of a newborn child or a child under age five (5) newly placed for adoption or foster care. The department chair and/or equivalent will discuss the proposed modifications with the Unit 18 faculty member. The determination of the modified duties, such as assignment of additional resources, is at the sole non-grievable discretion of the University.

4. The University will not grant any active service-modified duties beyond the end date of a Unit 18 faculty member's term appointment service period.

P. UNIT 18 PAY FOR FAMILY CARE AND BONDING

1. Section P shall be in effect and replace the Pay for Family Care and Bonding Side Letter following its expiration on June 30, 2022.

2. General

a. In order to support the need of Unit 18 faculty member to take care of their family members, the Unit 18 Pay for Family Care and Bonding (PFCB) section is an income replacement option for up to four (4) workweeks per calendar year that will be available to Unit 18 faculty member who are on an approved leave [Family and Medical Leave (FML) or Qualified Personal Leave] as set forth below.

b. Although Article 12 - Leaves of Absence and Active Service Modified Duties states that FML is unpaid except for those situations where the Article authorizes and/or requires the use of specified paid leave accruals during FML, this Agreement modifies the Article to give Unit 18 faculty member the option to be paid during FML or Qualified Personal Leave using the Unit 18 PFCB in accordance with the terms below.

c. In order to be eligible for PFCB, a Unit 18 faculty member must be on active pay status and on an approved leave (FML or Qualified Personal Leave) taken for one of the qualifying reasons below, and the Unit 18 faculty member must be taking that leave in a block of a minimum of one workweek.

d. Family and Medical Leaves that qualify for the PFCB option are those leaves taken under the FMLA and/or CFRA for parental bonding, to care for a family member with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave. Article 12 - Leaves of Absence and Active Service Modified Duties outlines the eligibility requirements for Family and Medical Leave. PFCB is not an option available during any other type of leave.

e. Qualified Personal Leave is leave time that qualifies for the PFCB option for parental bonding, to care for a family member with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave where a Unit 18 faculty member does not qualify for leave under FML.

f. If a Unit 18 faculty member elects to use PFCB for a particular qualifying block leave rather than using paid leave accruals, if available, other available pay options, or taking the leave without pay, the Unit 18 faculty member must continue to use PFCB until they either exhaust their full four (4) workweeks of PFCB for the calendar year, the qualifying block leave ends, or their service period ends. If their leave ends before they have used the full four workweeks of PFCB for the calendar year, the remainder is available to use during a qualifying block leave later in the calendar year, provided they have an active Unit 18 appointment during that time period.

g. For a Unit 18 faculty member holding an appointment with a definite end date, neither a FML nor a qualified personal leave may be approved beyond the end date of their service period; therefore, the PFCB option is not available beyond the end date of that service period.

h. A Unit 18 faculty member may not use any paid leave accruals (e.g., vacation, sick leave, as applicable), or any other available pay option while receiving PFCB.

3. PFCB Calculation

a. The PFCB option provides pay calculated at 100 percent (100%) of a Unit 18 faculty member's eligible earnings in the bargaining unit.

b. Eligible Earnings

1) Eligible earnings include a Unit 18 faculty member's base salary payable through the University. Base salary includes on-scale and above-scale, where applicable. Eligible earnings do not include pay that is received in addition to the Unit 18 faculty member's regular appointment such as "by agreement" payments, honoraria, compensation for extension teaching, summer session teaching, and any other compensation received that exceeds 100% of the base salary of the full-time equivalent of the Unit 18 faculty member's eligible appointment(s). However, if the only appointment is for extension or summer session teaching or

is a “by agreement” appointment, and the Unit 18 faculty member meets all other PFCB eligibility criteria, those earnings are considered eligible earnings. PFCB is based on the salary rate in effect during the leave.

4. Pay and Benefit Considerations

    a. Accruals and Service Credit

        1) Because a Unit 18 faculty member is paid 100 percent of eligible earnings when receiving PFCB, vacation and sick leave accruals, employment service credit, and retirement service credit are calculated as if the Unit 18 faculty member is on pay status for 100 percent of their normal work effort.

    b. Taxability and Deductions

        1) PFCB is considered taxable wages. A Unit 18 faculty member’s normal deductions are taken from PFCB.

    c. Benefits

        1) Health and welfare benefits deductions will be taken from PFCB in accordance with the Unit 18 faculty member’s benefit elections. Receiving PFCB does not, in itself, affect benefits status or eligibility. However, benefits regulations affecting return to pay status after a leave without pay will apply if the Unit 18 faculty member returns to pay status by receiving PFCB.

Q. GRIEVABILITY AND ARBITRABILTY

1. The provisions of this Article are subject to Article 32 — Grievance Procedure.

2. Only sections A.2, A.3, A.4, and A.9, and the procedural issues of this article, are subject to Article 33 — Arbitration.