

APPENDIX C Summary of Leaves

A. FAMILY CARE MEDICAL LEAVE

1. Definitions

Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the NSF's own serious health condition.

- a. The leave year is the year in which the NSF is eligible for up to 12 workweeks of leave (Sections 2 and 3) and will be as identified by the University to UC-AFT in accordance with Section 3.
- b. The qualifying year is the 12-month period immediately preceding the date on which the NSF requests to commence leave and in which the NSF must have worked 1,250 hours (Section 2.).
- c. Parental Leave is leave to care for the NSF's newborn or newly adopted child, or placement of a foster child. Parental Leave shall be initiated within one year of the birth or placement of the child and shall be taken in accordance with applicable federal and state regulations. The total of Pregnancy Disability Leave (C.6.) and Parental Leave (D.3.e.), when taken in conjunction, shall not exceed seven months pursuant to Section C.6.a. of this Appendix.
- d. Medical Leave is leave granted for the NSF' own serious health condition that makes the NSF unable to perform any one of the essential assigned functions of the NSF's position. An NSF disabled because of pregnancy-related conditions is covered under Section C.6.
- e. Family Illness Leave is leave to care for the NSF's child, parent, domestic partner or spouse with a serious health condition.
- f. Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis to the NSF when the NSF was a child. "Parent" does not include the NSF's grandparents or mother-in-law or father-in-law unless they stood in loco parentis.
- g. Parent means biological, foster, or adoptive parent, a stepparent, a legal guardian or an individual who stood in loco parentis to the NSF when the NSF was a child. "Parent" does not include the NSF's grandparents or mother-in-law or father-in-law unless they stood in loco parentis.
- h. Spouse means a partner in marriage.
- i. An NSF's own serious health condition means an illness, injury, impairment, physical or mental condition that makes the NSF unable to perform any one of the essential assigned functions of the NSF's position and involves one of the following:
 - 1) inpatient care in a hospital, hospice, or residential medical care facility, or,
 - 2) continuing treatment by a health care provider for:
 - 1) a period of incapacity of more than three (3) consecutive calendar days, or

- 2) any period of incapacity of treatment due to a chronic serious health condition, such as, leave for purposes of disability or Workers' Compensation, or
 - 3) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- j. A serious health condition for the purpose of family illness means any illness, injury, impairment, physical or mental condition, as described in D.1.i. above, of the NSF's child, parent, domestic partner or spouse which requires the participation of the NSF to provide supervision or care during a period of treatment or incapacity including psychological comfort.
 - k. Health care provider means an individual who is licensed in California to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), nurse practitioners and nurse midwives performing within the scope of their practice, Christian Science practitioners, any individual duly licensed to practice medicine in another state or jurisdiction, or any health care provider that the NSF's health plan carrier recognizes for purposes of payment.
 - l. 1,250 Hours of Actual Service means time actually spent at work and does not include any paid time off including, but not limited to, any NSF's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status.

2. Eligibility Criteria

NSFs who have at least one year of University service (all prior University service, including service with the Department of Energy laboratories, shall be used to calculate the twelve-month service requirement), and have worked at least 1,250 actual hours worked during the 12-month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of 12 workweeks of Family Care and Medical Leave includes paid and unpaid absences, including use of an NSF's accrued sick leave, vacation, and leave of absence without pay. Aggregate Family Care and/or Medical Leave includes paid and unpaid absences, including use of an NSF's accrued sick leave, vacation, and leave of absence without pay. Aggregate Family Care and/or Medical Leave shall not exceed 12 workweeks in the leave in a leave year.

3. General Provisions

Time Periods

- a. For Family Care and Medical Leave purposes only, 12 weeks means 12 workweeks in any 12-month period for full-time NSF. For NSFs who work less than full time, the number of working days shall be adjusted on a pro-rata basis. In the event University policy and/or applicable State or Federal law result in a different date of commencement for this 12-month period, the commencement period for NSFs in this bargaining unit shall conform to the commencement date generally applicable to other University NSFs.
- b. When medically necessary, and supported by medical certification, the University shall grant an NSF Family Illness and/or Medical Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time actually spend on the intermittent or

reduced leave schedule shall be counted towards the NSF's entitlement of 12 workweeks in the leave year.

- c. When the NSF requests an intermittent leave or leave on a reduced leave schedule for a planned medical treatment, the University may, at its discretion, require the NSF to transfer temporarily to an available alternate position for which the NSF is qualified and which better accommodates recurring periods of leave than the NSF's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Should the NSF object to the temporary transfer, the NSF may submit a written request for review to the Department/Division Head. Such temporary transfer shall not be subject to Article 32 Grievance, or Article 33 Arbitration.

4. Notice

- a. If the NSF learns of the event giving rise to the need for leave more than 30 days in advance, the NSF shall provide the University with notice as soon as the NSF learns of the need for leave, and, at a minimum, 30 days prior to the commencement of the leave, if practicable.
- b. If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family members' medical treatment, the NSF shall make reasonable efforts to schedule leaves so as to avoid disruption to the University's operations.
- c. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the NSF shall provide the University with as much advance notice as is practicable, and, at a minimum, such notice within five working days after learning of the event. For purposes of this contract, "working days" refers to the business days of the University.
- d. An NSF who fails to give 30 days' notice for a foreseeable leave with no reasonable basis for the delay, may have his/her family care and/or medical leave delayed by 30 days after the date on which the NSF provides notice.
- e. The University shall determine whether the NSF is eligible and qualifies for a FMLA leave and shall notify the NSF, in writing, when the leave is designated or provisionally designated as FMLA leave. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of 12 workweeks in the leave year may be granted in accordance with this Section.

5. Certification

- a. When leave is requested for the NSF's own serious health condition, the University may, at its discretion require that NSF's request for Family Illness or Medical leave be supported by a written certification issued to the University by the NSF's health care provider. Such request to the NSF shall be in writing. The certification may be provided on a form given to the NSF by the University and shall, regardless of the format, in addition to certifying that the NSF has a serious health condition, include the following:
 - 1) a statement as to whether the NSF is unable to perform any one of the essential assigned functions of the position including a statement of the function(s) the NSF is unable to perform, and

- 2) the date, if known, on which the serious health condition commenced, the probable duration of the condition and the probable date of return, and
 - 3) whether it will be necessary for the NSF to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration of such schedule, and,
 - 4) if the condition is chronic and the NSF is presently incapacitated, the duration and frequency of episodes of incapacity.
- b. When a leave of absence is requested for the serious health condition of the NSF's family member, the University shall require that an NSF'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 NSF in writing. Certification may be provided by the NSF on a form given to the NSF by the University and shall, regardless of the format, in addition to certifying that the NSF's family member has a serious medical condition, include:
- 1) a statement that the serious health condition warrants the participation of the NSF to provide supervision or care during a period of the treatment, or incapacity or psychological comfort, and
 - 2) whether the NSF's family member will need care intermittently or on a reduced leave schedule and the probable duration that the NSF is needed to provide care.
 - 3) In addition, the NSF will be required to certify either on the form or separately the care he/she will provide the family member and the estimated duration of the period of care.
- c. Should there be any questions regarding the validity of the NSF's medical certification for his/her own serious health condition, the University may, at its discretion, require the NSF to obtain a second medical opinion from a second health care provider jointly approved by the University and the NSF. The University shall bear the cost of the second and third opinions and the third opinion shall be final.
- d. If additional leave is requested upon expiration of the leave granted or should the circumstances of the leave change, the University may, at its discretion, require the NSF to obtain recertification. Such requests for subsequent certification shall be in writing.
- e. If certification or recertification is required, the NSF shall return the certification within 15 calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in the denial of continuation of the leave until the required certification is provided. If the NSF fails to provide a completed certification, the NSF shall be given 15 calendar days to perfect the certification. Failure to perfect an incomplete certification may result in the denial of the leave or the denial of continuation of the leave. If the NSF fails to provide a certification/recertification or a completed certification/recertification and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not a FMLA leave.

- f. An NSF who has been granted a Medical Leave shall be returned to the same or an equivalent position when the NSF has been medically released to perform the essential assigned functions of his/her job. Failure to provide a medical release to return to work may result in the denial of reinstatement until after the NSF submits the required medical release certification.

6. Parental Leave

Parental Leave is a form of Family Care and Medical Leave to care for the NSF's newborn or a child placed with the NSF for adoption or foster care and shall be initiated and concluded within one year of the birth or placement of the child. The University will grant a Parental Leave subject to the limitations described below. If requested and taken immediately following a Pregnancy Disability Leave, an NSF eligible for leave under the Family and Medical Act/California Family Rights Act (FMLA/CFRA) at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave for up to twelve workweeks provided that the NSF has not exhausted her FMLA/CFRA leave entitlement for that year.

- a. The NSF shall request Parental Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or foster care to allow the University to plan for the absence of the NSF. The anticipated date of return for Parental Leave shall be set at the time such leave commences, or if requested in conjunction with a FMLA leave on account of the pregnancy/childbearing disability, shall be set at the time such FMLA leave commences. Parental Leave, when taken for adoption or foster care, could commence prior to the date of placement.
- b. When Parental Leave is combined with a leave for pregnancy-related and/or pregnancy disability, the total Family Care/Parental Leave shall not exceed seven months in the leave year.
- c. The University shall grant a Parental Leave of less than two weeks duration on any two occasions during the leave year. The University, at its discretion, may request that any additional leaves requested during this same time period be for a minimum duration of two weeks.

7. Continuation of Health Benefits

An NSF on an approved Family Care and/or Medical Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to 12 workweeks in the leave year. However, an NSF who exhausts her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional 12 workweeks of health plan coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

8. Review of Denials or Deferrals of Family Care Leave Requests

If an NSF's request for Family Care and/or Medical Leave is denied, deferred, or otherwise provided for short of the NSF's initial request, such University action may, upon the NSF's written request, be reviewed by the Department/Division head. Neither the University's action in granting or not granting a Family Care and/or Medical Leave nor the results of such review be subject to Article 32 Grievance and Article 33 Arbitration.

9. Return to Work

An NSF granted Family Care and/or Medical Leave shall be returned to the same or an equivalent position upon return from the leave. If the position has been abolished or affected by layoff and an equivalent position is not available, the NSF shall be afforded the same considerations, which would have been afforded, had the NSF been on pay status when the position was abolished or affected by layoff. A NSF granted a Family Care and/or Medical Leave is not entitled to reinstatement to his/her position if the NSF's appointment ending date or pre-determined date of separation occurs before the scheduled return date.

B. WITNESS LEAVE

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 NSF's normal workday and work week. Leave with pay will not be granted when a NSF 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 NSF are eligible to apply for leaves in accordance with other leaves with and without pay.

C. JURY DUTY

Jury duty is leave with pay to serve on jury duty. Verification of actual service for jury duty shall be provided by the NSF to the appropriate University official upon request. All NSF are eligible to apply for jury duty leave in accordance with other leaves with pay.

D. PROFESSIONAL MEETINGS

Professional leave is leave with or without pay to attend professional meetings. During the period of leave, NSF shall be responsible for the submission of any course, reports, etc., required during the period of the absence. All NSF are eligible to apply for professional leaves in accordance with other leaves with or without pay.

E. MILITARY LEAVE

1. Temporary Military Leave for Active-Duty Training

Temporary military leave for active-duty training shall be granted to any NSF who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces) is ordered to full-time active military duty for training for a period not to exceed 180 calendar days, including time spent traveling to and from such duty.

2. Eligibility for Pay

An NSF granted temporary military leave for active duty training is entitled to receive regular University pay for up to 30 calendar days, but not exceed the actual period of active duty for training, provided:

- a. The NSF has at least 12 months of continuous University service immediately prior to granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and

- b. Such payment, in addition to University payment for extended military leave and for military leave for physical examinations, does not exceed 30 calendar days pay in any one fiscal year.

3. University May Require verification of An NSF's Military Orders

NSF who report for weekend military duty and who received orders covering the entire year's schedule, may be required to provide the full year schedule when issued.

4. Part-Time NSF

An eligible part-time NSF shall receive pay in proportion to the average percent of full-time worked during the three completed monthly pay periods immediately preceding the leave.

5. Ineligible NSF

A NSF not eligible for military leave pay may have such absence charged to leave without pay.

6. Benefits

- a. A NSF on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the NSF returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such NSF may receive retirement benefits and service credit only in accord with the provisions off the applicable retirement system; may continue health plan coverage at the NSF's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.
- b. If on pay status, provided that the NSF returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the NSF shall receive regular benefits.

7. Extended Military Leave

Extended military leave shall be granted to an NSF who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of 180 days.

a. Period of Leave

An NSF shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five years. In addition to the initial period of the leave and any extensions thereof in accordance with Section L., leave shall be granted for a period up to six months from the date of release from duty.

b. Eligibility for Pay

An NSF granted extended military leave is entitled to receive regular University pay for the first 30 calendar days of leave provided:

- 1) The NSF has at least 12 months of continuous University service immediately prior to the leave (any prior full-time military service shall be included in calculating this University service requirement);
- 2) Such payment, in addition to University payment for military reserve training leave and for military leave for physical examinations, does not exceed 30 calendar days' pay in any one fiscal year.

c. The University may require verification of an NSF's military orders.

d. Retirement benefits and service credit shall be in accord with the provisions of the applicable retirement system.

e. A NSF may continue health plan coverage at the NSF's request and expense for limited period of time as described in the University Group Insurance Regulations.

f. A NSF shall receive length-of-service benefits related to employment that would have been granted to the NSF not absent; except that the NSF shall not receive credit toward holiday pay shall be granted only in accordance with the provisions of the Holiday article of this Agreement.

g. Reinstatement

- 1) Following release from activity duty, an NSF granted extended military leave shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the NSF applies for reinstatement.
- 2) Upon reinstatement, an NSF shall receive salary range adjustments applicable to the NSF's position during the military leave.

8. Emergency National Guard Leave

a. Leave shall be granted to an NSF who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An NSF who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave.

b. An NSF on military leave with pay for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed 30 calendar days in any one fiscal year. An NSF is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for military reserve training leave, extended military leave, and military leave for physical examinations.

c. An NSF on military leave with pay for emergency National Guard duty shall receive all benefits related to employment, which are granted when a NSF is on pay status. If not on pay status, the NSF shall receive length of service credit, provided the NSF returns to University service immediately after the emergency is over. Such NSF may receive retirement benefits and service credit only in accord with the provisions

of the applicable retirement system; may continue health plan coverage at the NSF's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.

d. Reinstatement

- 1) Following release from active duty, an NSF granted leave emergency National Guard duty shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the NSF applies for reinstatement.
- 2) Upon reinstatement, an NSF shall receive salary range adjustments applicable to the NSF's position granted during military leave.

9. Physical Examination

Military Leave with pay shall be granted to an NSF when the NSF is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency. The University may require verification of an NSF's military orders to report for a physical examination. The University may grant leave without pay for further physical examinations required for military service or the NSF may charge such time off to accrued sick leave or accrued vacation.

E. GOVERNMENTAL SERVICE LEAVE

1. Governmental service leaves are leaves with or without pay for consultation or other services to governmental agencies.
2. Full pay may be granted for leaves of absence of thirty (30) calendar days or less when the University determines that such leaves are appropriate and meaningful. Partial pay may be granted for leaves of more than thirty (30) calendar days in exceptional cases when considerations of value to the University are involved.
3. Governmental agencies as used here refers to an agency of the Federal government, the State of California, a county or city within California; or any part, section, subsidiary, or agency thereof.
4. No leave of absence with full pay will be granted by the University unless other NSF in the unit are able and will, without extra compensation, carry on the duties which the recipient of the leave is unable to perform while on leave.
5. An NSF may apply for a leave of absence by providing information dealing with the disposition of work during the proposed leave, the nature of the service to be rendered to the governmental agency, the amount of compensation to be received from the agency, the length of the leave, and the amount of compensation, if any, sought from the University.

F. OTHER LEAVES WITH PAY

1. Other leaves with pay are leaves granted for good cause. Such leaves shall not exceed one (1) year. NSF who wish a leave of absence with pay shall submit a timely request for leave with sufficient specific information to allow the University to make a decision. The application shall identify the period during which he/she wishes to be on leave.

2. No leave of absence with pay shall be granted to a fiscal year NSF for more than 30 calendar days for the purpose of attending international conferences and related scholarly activities.

G. OTHER LEAVES WITHOUT PAY

1. An NSF in the unit may apply to the appropriate University administrator for other leaves of absence without pay, which may be granted at the discretion of the University. Such leaves shall normally not exceed one (1) year. In exceptional circumstances, such leaves may be extended at the discretion of the University.
2. An NSF who wishes to apply for leave shall submit a timely request with sufficient information to allow the University to make a decision. The application shall identify the period during which he/she wishes to be on leave.

H. VACATION

1. Definition

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

2. Eligibility

- a. NSF on academic year appointments do not accrue vacation.
- b. NSF on fiscal year appointments at fifty percent of full-time or more for at least six months accrue vacation.

3. Accrual and Use

- a. Eligible full-time NSF accrue vacation at the rate of two (2) working days a month. Eligible part-time NSF 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 NSF on a leave of absence with pay.
- c. Accrued vacation shall be used at a time or times in keeping with the program of work being conducted by the NSF, and approved by the designated University official.
- d. Regularly scheduled days off and the University administrative holidays shall not be charged against vacation time.
- e. Except when a campus allows the use of anticipated vacation in times of holiday closures, an NSF may not anticipate vacation, that is, vacation is limited to the vacation time actually accrued by the date set for the NSF's vacation.
- f. Records showing accrual and usage of vacation leave credit will be maintained for the NSF.