

**ARTICLE 20
LEAVES OF ABSENCE**

A. GENERAL PROVISIONS

1. **Definition** – The provisions of this Section (A.1.a.-g.) are for general descriptive purposes, only, and are not subject to the grievance or arbitration provisions of this Agreement. Sections A.2., through and including G.6.b. (the end of the Article) are subject to the provisions of Article 27, Grievance Procedure, and Article 28, Arbitration.
 - a. The term Family Care and Medical Leave is used when referring to a leave connected with the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), and/or the California Pregnancy Disability Act.
 - b. If a nurse who is eligible for a Family Care and Medical Leave takes a leave for her/his own serious health condition, (as defined in §C.1.a., below), the absence from work will be deducted from the nurse's Family Care and Medical Leave entitlement. If a nurse is ineligible for Family Care and Medical Leave or if the nurse has exhausted her/his leave year entitlement, an approved Disability Leave of absence or Personal Leave may be provided for the period(s) an eligible nurse is absent from work for verifiable medical reasons as provided in this Article.
 - c. Disability Leave is used to describe the medical leave of absence provided to nurses who are ineligible for FMLA and/or CFRA, or who have exhausted their entitlement to FMLA/CFRA.
 - d. Leaves of absence for pregnancy-related disability purposes may be granted under the provisions of FMLA, Pregnancy Disability, University Disability Leave, and/or Personal Leaves of Absence.
 - e. Non-medical leaves of absence for child-caring may be provided in accordance with provisions for FMLA, CFRA, University Childcaring Leave, and/or Personal Leaves of Absence. Such leaves may be paid or unpaid status as provided in this Article. If the non-medical leave of absence qualifies as a Family Care and Medical Leave as defined in §C., below, the absence from work, in paid or unpaid status, is deducted from the nurse's Family Care and Medical Leave entitlement.
 - f. Other non-medical leaves of absence without pay may be provided to nurses under the provisions of Personal Leave of Absence, as provided in §E., below.
 - g. Non-medical leaves of absence with pay may include leave for jury duty, voting, blood donations, attendance at certain administrative or legal proceedings, authorized emergencies, and some military leaves, as provided in this Article.
2. **Cumulative/Concurrent Nature of Leaves of Absence** – The different forms of Family Medical and Childcaring Leaves of Absence provided for in this Article, including University Disability Leave, run concurrently and are not cumulative or additive.
3. **Requests for Leave** – All requests for leaves of absence including extensions to leaves shall be submitted in writing in accordance with departmental procedures.
 - a. Requests for leaves of absence and extensions to leaves, both in paid and unpaid status - except for leaves covered under the Family Care and Medical Leave (see §C.5.) 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, except as otherwise provided below.
 - b. All requests for leaves of absence shall contain the requested beginning date and duration of the leave, and any additional information as required in this Article.
4. **Notice**

- a. Except as provided in §C. Family Care and Medical Leave, when the need for leave is foreseeable, the nurse shall give the University thirty (30) calendar days written notice of the need for leave.
 - b. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the nurse must provide notice of the need for leave as soon as practicable, but no later than five (5) calendar days after learning of the need for the leave.
5. **Certification for Medically-Related Leaves and Extensions**
- a. University may require certification prior to leave starting - Upon written request from the University, a nurse must provide written certification satisfactory to the University for medically-related leaves no later than fifteen (15) days after learning of the need for the leave. The University may also require the nurse to provide recertification, before approving a nurse's request for an extension to the leave of absence. Failure to provide a certification or a recertification may result in the delay or denial of the request for leave.
 - b. Certification of ability to return to work from medical leaves - A nurse must provide evidence of the ability to return to work from a medical leave of absence satisfactory to and subject to verification by the University. Such proof shall be provided by the nurse's health care provider and shall include, but shall not be limited to, a statement that the nurse is able to return and perform the essential assigned functions of her/his job, or, if the nurse is not able to return and/or fully perform the essential assigned functions of her/his job, the statement must specify the functions of the job the nurse is able to perform.
 - c. Extensions of leave - If there is a need to extend the medical leave, a nurse must notify the University in writing in accordance with departmental procedures prior to the expiration of the leave, and must furnish evidence of the continuing disability from the nurse's health care provider.
 - d. Extensions shall not be granted - A nurse shall not be granted a leave of absence beyond the ending date of the nurse's appointment or predetermined date of separation.
6. **Confirmation of Leave Status** – The University shall provide the nurse written approval or denial of a requested leave within ten (10) calendar days of receipt of all required information, including certification. If the University grants the leave, the duration and terms of the leave and the anticipated date of return will be in the written approval statement.
7. **Pay Status While on Leave**
- a. When a nurse is on an approved Leave of Absence for her/his own medically-related purposes, including pregnancy-related leave purposes, s/he must use accrued sick leave prior to being in unpaid status.
 - b. When a nurse is required to be in attendance or provide care because of illness of her/his grandparents, siblings or other related person residing in the nurse's household, s/he shall be permitted to use not more than thirty (30) calendar days accrued sick leave pursuant to Article 19, Sick Leave, §E.
 - c. Leaves other than those provided in §A.7.a and b., above, are unpaid, except as provided in §G., Paid Leaves of Absence. However, a nurse on an unpaid leave may use accrued vacation, sick leave, and/or compensatory time to remain in pay status, in accordance with the provisions of this article relative to the type of leave taken.
8. **Duration** – The duration of different leaves of absence vary, and are specifically covered in the relevant sections of this Article.
9. **Benefit Eligibility While on Leave Without Pay**

- a. If a nurse is in pay status for at least fifty percent (50%) of a calendar month or quadri-weekly cycle in which a leave of absence in unpaid status occurs, s/he will receive a prorated vacation, sick leave, and retirement credit for that time.
 - b. An eligible nurse on approved leave without pay, except as provided in §C.9., below, may elect to continue certain University-sponsored benefit coverage for up to the time specified in the insurance regulations by remitting premiums due, as instructed in the plan documents, during the period of the approved leave. The group insurance regulations and the regulations of the retirement systems determine the effects of leave in unpaid status on University benefits.
 - c. A nurse shall have University-provided health benefits continued for the period of the Family Care and Medical Leave in accordance with §C.9., below.
 - d. Approved leave without pay shall not be considered a break in service. If a nurse is on approved leave without pay for a full month or quadri-weekly cycle, sick leave, vacation, and seniority do not accrue. Retirement credit shall accrue in accordance with the provisions of the University of California Retirement Plan (UCRP) or the applicable retirement plan.
10. **Return to Work** – When a nurse returns from an approved leave of absence within four (4) months, s/he shall be reinstated to the same position in the same department upon expiration of the leave. When a nurse returns from an approved leave after four (4) months, s/he shall be reinstated to the same or a similar position in the same department upon expiration of the leave. If the position held has been abolished during the leave, the nurse shall be afforded the same considerations which would have been afforded had that nurse been on pay status when the position was abolished. For nurses returning after a Family Care and Medical Leave, see the provisions of §C.10.b. below. For nurses returning after a Pregnancy Disability Leave of Absence, see the provisions of §D.4., below.
11. **Medical Separation** – The University may medically separate a nurse who receives long-term disability payments from a retirement system to which the University contributes, in accordance with the provisions of Article 24, Medical Separation.

B. UNIVERSITY DISABILITY LEAVES OF ABSENCE

1. **General Provisions** – University Disability Leaves (UDL) without pay of up to six (6) months are provided for non-work related illnesses, injuries, or serious health conditions (including pregnancy disability) which cause the nurse to be medically incapable of performing essential assigned functions of her/his job for the period during which the disability is verified. Time used by the nurse qualifying under FMLA Leave is contained within the total University Disability Leave of six (6) months. A disability leave requires the use of accumulated sick leave prior to the nurse being placed in unpaid status in accordance with the provisions of this Article and Article 19, Sick Leave. In the event a nurse's accumulated sick leave is exhausted, the nurse may elect to use accumulated vacation or compensatory time prior to being placed in unpaid status.
 - a. In the event a nurse eligible for a UDL is also eligible for a FMLA leave, the two leaves will run concurrently and the FMLA leave provisions will apply.
 - b. In the event a nurse with a verified disability is not eligible for FMLA leave, the provisions of this Section will apply to her/his medical leave.
2. **Eligibility** – A nurse may be eligible for a disability leave of absence when s/he has furnished evidence of disability satisfactory to the University that s/he is medically incapable of performing the essential assigned functions of her/his job due to a non-work related illness or injury, and

- a. has exhausted her/his twelve (12) workweek Family Care and Medical Leave entitlement in the leave year; or
- b. is not otherwise eligible for Family Care and Medical leave; or
- c. has exhausted her four (4) month Pregnancy Disability Leave entitlement.

3. **Duration**

- a. When the use of accumulated sick leave, any other paid time off, and a disability leave in unpaid status are combined, the total medical absence from work may not exceed six (6) months. However, if a nurse has more than six (6) months of accumulated sick leave, a disability leave can continue until the accumulated sick leave is exhausted, provided disability is verified during the entire period.
- b. If the nurse submits medical verification satisfactory to the University that s/he remains disabled for more than the six (6) months covered by UDL, or beyond the exhaustion of accumulated sick leave in excess of six (6) months, a Personal Leave may be granted at the sole non-grievable discretion of the University. If the University does not grant a Personal Leave, a nurse may be medically separated from employment in accordance with the procedures established in Article 24, Medical Separation.
- c. A nurse on an approved University Disability Leave under this Section shall have return to work rights in accordance with §A.10., of this Article.
- d. For nurses on a Pregnancy Disability/Childcaring Leave, see §D. of this Article.

C. FAMILY CARE AND MEDICAL LEAVE Family Care Leave includes parental (childcaring) leave and leave to care for the serious illness of the nurse's family members as defined in §C.1.f., below. Medical Leave is provided for the nurse's own serious health condition, only.

1. **Definitions**

- a. A nurse's own serious health condition is an illness, injury, impairment, or physical or mental condition that renders the nurse incapable of performing any of the essential functions of her/his position. Such condition may involve: inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider for a period of incapacity of more than three (3) consecutive calendar days; or any period of incapacity or treatment due to a chronic serious health condition; or any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- b. Medical leave under FMLA, CFRA and PDL is leave granted for the nurse's own serious health condition which makes the her/him unable to perform any one or all of the essential assigned functions of the nurse's position. A nurse disabled because of pregnancy-related conditions is covered under §D.1., Pregnancy Disability.
- c. A serious health condition for the purposes of family illness leave is an illness, injury, impairment, or physical or mental condition, as described in §C.1., above, which warrants the participation of the nurse to provide supervision or care during a period of treatment or incapacity including psychological comfort.
- d. Parental (childcaring) leave is to care for the nurse's newborn or a child who has been placed with the nurse for adoption or as a stepchild, legal ward, or in foster care.
- e. Family illness leave is leave to care for the nurse's child, parent, spouse, or same or opposite sex domestic partner with a serious health condition.

- f. A family member for the purposes of family care leave is the nurse's biological, adopted, or foster child, stepchild or legal ward who is under eighteen (18) years, or an adult dependent child; a biological, foster, or adoptive parent, stepparent or legal guardian, or spouse, or an individual who stood in loco parentis while the nurse was a child or for whom the nurse acts as a parent.
- g. A health care provider is an individual who is licensed in California or is duly licensed in another State or jurisdiction, to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, or who is duly licensed as 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), nurse practitioner or nurse mid-wife performing within the scope of her/his duties, or Christian Science practitioner or any health care provider that the nurse's health plan carrier recognizes for purposes of payment.
- h. "1,250 hours of actual service", used for the purposes of determining FMLA eligibility, means time actually worked and does not include any paid time off including, but not limited to, a nurse'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**

- a. Nurses who have at least twelve (12) cumulative months of University service and who have at least 1,250 hours of actual hours worked during the twelve-month period immediately preceding the initiation of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of Family Care and Medical Leave in the leave year. For the purposes of this Section, all University service, including service with the Department of Energy Laboratories run by the University, are used to calculate the twelve (12) month service requirement.
- b. The University shall determine whether the nurse is eligible and qualifies for a Family Care and Medical Leave and shall notify the nurse, in writing, when the leave is designated or provisionally designated as Family Care and Medical 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 twelve (12) workweeks in the leave year may be granted in accordance with this Section.

3. **Calculating FMLA Leave**

- a. Family Care and Medical Leave is unpaid leave, although a nurse may use accrued sick leave in accordance with the provisions of Article 19, §E., or vacation leave to remain in pay status during a FMLA leave.
- b. In the event the University approves a nurse's request to use Compensatory Time for any FMLA-eligible purpose, such time cannot be counted against the FMLA period, and will serve to extend the total leave period. Otherwise, all paid time off used for family care and/or medical leave purposes shall be deducted from the twelve-workweek Family Care and Medical Leave maximum. §C.7., details the use of accrued paid leave during FMLA eligibility and use.

4. **Personal Leave After Exhaustion of FMLA/CFRA Leave Entitlements** – If a nurse has exhausted her/his entitlement to Family Care and Medical Leave, s/he may apply for Personal Leave pursuant to this Article. The University shall not unreasonably deny a Personal Leave of Absence to a nurse who has a family-related need to be absent from work, but who does not meet the eligibility requirements of Family Care and Medical Leave. However, such nurse shall not be eligible for any of the rights or benefits attached to Family Care and Medical Leave.

5. **Notice**

- a. When the need for leave is foreseeable, the nurse shall give the University at least thirty (30) calendar days notice of the need for leave. A nurse who fails to give thirty (30) calendar days' notice for a foreseeable leave with no reasonable basis for the delay, may have the family care and/or medical leave delayed until thirty (30) days after the date on which the nurse provides notice.
- b. If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the nurse shall make reasonable efforts to schedule the treatment 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 nurse shall provide the University with as much notice as practicable, but no later than five (5) calendar days after learning of the need for the leave.

6. Certification

- a. For the Nurse's Own Serious Health Condition – When a nurse requests a Leave of Absence for the nurse's own serious health condition, the University may require that the nurse's request for leave be supported by written certification issued by the nurse's health care provider. When certification is required by the University, such requirement shall be submitted to the nurse in writing. Certification may be provided by the nurse on a form given to the nurse by the University and shall, regardless of the format, in addition to certifying that the nurse has a serious health condition, include:
 - 1) a statement as to whether the nurse is unable to perform any of the essential assigned functions of the nurse's position including a statement of the function(s) the nurse is unable to perform, and
 - 2) the date, if known, on which the nurse's serious health condition began, the probable duration of the condition and the nurse's probable date of return, and
 - 3) whether it will be necessary for the nurse 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 nurse is presently incapacitated, the duration and frequency of episodes of incapacity.
- b. If Leave is Requested for the Nurse's Family Member - When a leave of absence is requested for the serious health condition of the nurse's family member, the University may require that a nurse's request for leave be supported by written certification issued by the family member's health care provider. When the University requires certification the University shall provide the nurse a written notice of such requirement. The nurse may submit the required certification on a form provided by the University. In addition to certifying that the nurse's family member has a serious health condition, such certification shall include:
 - 1) a statement that the family member's serious health condition warrants the participation of the nurse to provide supervision or care during a period of the treatment or incapacity or psychological comfort, and
 - 2) whether the nurse's family member will need care intermittently or on a reduced leave schedule and the probable duration that the nurse is needed to provide care.
 - 3) In addition, the nurse may be required to certify either on the form or separately the care she/he will provide the family member and the estimated duration of the period of care.

- c. Certification/Recertification – Should there be any question regarding the validity of the nurse's certification for her/his own serious health condition, the University may, at its discretion, require the nurse to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the nurse's own health care provider, the University may require a third medical opinion from a third health care provider, jointly agreed to by the nurse and the University. The University shall bear the cost of the second and third opinions and the third opinion shall be final.
 - 1) If the nurse requests additional leave or if the circumstances of the leave change, the University may require the nurse to obtain re-certification. The University shall confirm a request for subsequent certification in writing.
 - 2) If the University requires certification and/or re-certification, or if the nurse fails to provide requested certification, s/he shall have fifteen (15) calendar days following the University's request to submit such certification, when practicable. Failure to provide certification for a foreseeable leave within the requested time may result in delay of the leave until the University receives the required certification. Failure to provide or perfect certification for an unforeseeable leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the nurse fails to provide the required certification 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 be discontinued at the University's discretion; however, any leave taken need not be considered Family Care and Medical Leave.
7. **Use of Accrued Paid Leave** – Family Care and Medical Leave is unpaid, however:
- a. A nurse on leave for her/his own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided in Article 22, Work Incurred Injury or Illness. Nurses not eligible for University disability benefit and not on leave due to a work-incurred injury or illness shall use all accrued sick leave prior to being in unpaid status. If sick leave is exhausted, a nurse may elect to use accrued vacation time prior to being in unpaid status.
 - b. A nurse on Family Care Leave for Family Illness may use sick leave up to thirty (30) calendar days sick leave to care for the ill family member; pursuant to Article 19, Sick Leave, §E., and/or s/he may elect to use accrued vacation time prior to being in unpaid status.
 - c. A nurse on Family Care Leave for Childcaring Leave may elect to use accrued vacation time prior to being in unpaid status.
8. **Duration**
- a. Family Care and Medical Leave shall not exceed twelve (12) workweeks in any twelve (12) month period and the leave year shall commence on January 1 of each calendar year. In the event University policy and/or State or Federal law result in a different date of commencement for this twelve-month period, the commencement period for nurses in this bargaining unit shall conform to the commencement date generally applicable to other University employees.
 - b. For the purposes of Family Care and Medical Leave, twelve (12) workweeks is equivalent to 480 hours of scheduled work for full-time career nurses who are normally scheduled for eight (8) hours per day five (5) days per workweek (8/40) schedule.

- c. For nurses who work other than an 8/40 work schedule, the number of Family Care and Medical Leave days for which the nurse is eligible shall be adjusted in accordance with their normal work schedule.
 - 1) For the purposes of Family Care and Medical Leave, only, 480 hours shall be the equivalent of twelve (12) workweeks for full-time career nurses who are normally scheduled to work other than eight (8) hours per day, five (5) days each work week (8/40) schedule. While the use of Family Care and Medical Leave need not be consecutive, in no event shall an nurse's aggregate use of Family Care and Medical Leave exceed a total of twelve (12) workweeks within the leave year.
 - 2) For nurses who work part-time or a schedule other than an 8/40, the University shall adjust the number of Family Care and Medical Leave hours to which the nurse is eligible in accordance with her/his normal weekly work schedule. A nurse whose schedule varies from week to week is eligible for a pro-rated amount of Family Care and Medical Leave based on her/his hours worked over the previous twelve (12) weeks preceding the leave.
- d. When medically necessary and supported by medical certification, the University shall grant an eligible nurse's request for a reduced work schedule or intermittent leave including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the nurse's entitlement of twelve (12) workweeks in the leave year.
- e. When the nurse requests an intermittent leave or a reduced work schedule, the University may, at its discretion, require the nurse to transfer temporarily to an available alternate position for which the nurse is qualified and which better accommodates the nurse's recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

9. Continuation of Health Benefits

- a. A nurse on an approved Family Care and 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 twelve (12) workweeks in the leave year.
- b. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

10. Return to Work

- a. Medical Release to Return to Work – A nurse who has been granted a Family Care and Medical Leave for her/his own serious health condition shall provide the University with a medical release acceptable to the University prior to returning to work. Failure to provide a medical release to return to work may result in the delay of reinstatement until the nurse submits the required medical release certification.
- b. Placement on Return to Work – When a nurse has been granted an approved Family Care and Medical Leave of absence and returns within twelve (12) workweeks of the initiation of the leave, s/he shall be reinstated to the same position in the same department upon expiration of the leave. If the position has been abolished or otherwise affected by layoff, and an equivalent position is not available, the nurse shall be afforded the same considerations under Article 23, Layoff, which would have been afforded had the nurse been on pay status when the position was abolished or affected by layoff. The University shall not grant a leave of absence beyond the ending date of the nurse's appointment or predetermined date of separation. For nurses

returning after other approved leaves, see §A.10., above, or after Pregnancy Disability Leave, see §D.4., below.

11. Leave for Childcaring

- a. The University shall approve Family Care and Medical Leave for Childcaring purposes following the birth or placement of a nurse's child for adoption or foster care. The nurse shall conclude such leave within one (1) year of the birth or placement.
- b. The University shall grant a nurse's request for up to six (6) months Childcaring leave of absence immediately following the birth of her child. The University shall grant a nurse's request for up to four (4) months Childcaring leave of absence when the nurse has otherwise acquired a child through adoption, as a stepchild or legal ward, or foster care, or as the father of a child. In the event a nurse who gave birth to a newborn had taken Pregnancy Disability Leave requests Childcaring Leave following the birth of her child, she may be eligible for additional leave in accordance with §D., Pregnancy Disability and Childcaring Leave.
- c. A nurse shall request Childcaring Leave sufficiently in advance 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 nurse. The anticipated date of return from Childcaring Leave shall be set at the time such leave commences, or if requested in conjunction with FMLA on account of the pregnancy/childbearing disability, shall be set at the time such FMLA commences. Childcaring Leave, when taken for acquisition through adoption or as a stepchild, legal ward or foster care, could commence prior to the date of placement.

D. PREGNANCY DISABILITY AND CHILDCARING LEAVE

A nurse who is disabled during pregnancy and delivers a child may combine accumulated sick leave, vacation time, Compensatory Time, Pregnancy Disability Leave and/or family care leave and any other paid or unpaid time off for the purposes of bearing and caring for a newborn child. Such a nurse's entitlement for a total absence from work shall not exceed twelve (12) months, as necessary and as provided below:

1. Pregnancy Disability Leave

During the period of verified pregnancy-related and/or childbearing disability, a nurse is entitled to and shall, upon request, be granted up to four (4) months Pregnancy Disability Leave for pregnancy/childbearing disability purposes. If the nurse is eligible for FMLA leave, such leave shall be deducted from the nurse's federal FMLA leave entitlement.

- a. If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a University Disability Leave of absence may be granted in accordance with §B., above, for a total disability absence not to exceed six (6) months.
- b. Pregnancy Disability Leave may consist of leave with or without pay; however, a nurse shall be required to use accrued sick leave in accordance with the University's Disability Plan. If sick leave is exhausted, the nurse may elect to use accrued vacation time or accrued compensatory time prior to being in unpaid status.
- c. When medically necessary, and supported by medical certification, the University shall grant a nurse Pregnancy disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the nurse's entitlement of four (4) months in any twelve (12) month period.
- d. As an alternative to or in addition to pregnancy disability leave, the University shall grant a pregnant nurse's request for temporary reassignment to a less strenuous or hazardous position at the nurse's same salary rate with the advice of the nurse's health care provider, if the reassignment can be reasonably accommodated. For the purpose of this Section, a temporary reassignment

includes a temporary modification of the nurse's own position to make it less strenuous or hazardous. A temporary transfer under this Section shall not be counted toward a nurse's entitlement of up to four (4) months of pregnancy disability leave, unless the nurse is also on a reduced work schedule or an intermittent leave schedule.

2. **Combined Pregnancy Disability and Childcaring Leave**

- a. When a nurse takes Pregnancy Disability Leave and Childcaring Leave, she may be eligible for up to six (6) months of University Disability Leave of Absence for the period of her verified pregnancy disability. In addition to the University Disability Leave of Absence, she is eligible to receive up to six (6) months of childcaring leave upon request. Included within this provision, she may be entitled to the greater of the following:
 - 1) for nurses who are FMLA-eligible, pregnancy disability leave for a period of up to four (4) months when combined with CFRA childcaring leave for a period of up to twelve (12) workweeks, the total not to exceed seven (7) months; or
 - 2) for career nurses, a leave of up to six (6) months following the birth date of the child (this period includes all post-pregnancy disability leave).
- b. In addition, once the nurse has exhausted the greater of the leaves described in §D.2., above, she may be granted a Personal Leave of Absence at the sole non-grievable, non-arbitrable discretion of the University.

3. **Continuation of Health Benefits** – A nurse on an approved Pregnancy Disability Leave, who is also eligible for leave under the federal Family and Medical Leave Act and the California Family Rights Act, shall be entitled to up to twelve (12) workweeks of health plan coverage (medical, dental and vision) for the combined Pregnancy Disability Leave/Parental Leave which runs concurrently with FMLA and/or CFRA. The University shall continue other group insurance coverage and retirement benefits in accordance with the provisions of the applicable group insurance and retirement system regulations.

4. **Return to Work**

- a. The University shall reinstate a nurse who has been given an alternate assignment and/or Pregnancy Disability Leave of Absence to the same position in the same department, provided:
 - 1) the nurse returns to work immediately upon termination of the Pregnancy Disability Leave, and
 - 2) the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months.
- b. When a nurse returns to work immediately following a FMLA/CFRA leave, the University shall reinstate her to the same or equivalent job, including same shift. If the nurse has been on a leave for pregnancy/childcaring purposes beyond the FMLA/CFRA/PDL (Pregnancy Disability Leave) leave entitlements, or if she is not eligible for such leave entitlements, she shall be reinstated to the same or similar job, which may be in a different department on a different shift.
- c. When a nurse returns from Pregnancy Disability Leave, if the same position within the same department has been abolished or affected by layoff, the nurse shall be reinstated to a similar position in the same department. If a similar position is not available, the nurse shall be afforded the same considerations, in accordance with the provisions of Article 23, Layoff, which would have been afforded had that nurse been on pay status when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

5. **Continuation of Health Benefits** – A nurse on Pregnancy Disability Leave who is also eligible for leave under the FMLA and CFRA, shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and vision) as if on pay status for up to twelve (12) workweeks in the leave year. The University shall continue other group insurance coverage and retirement benefits in accordance with the provisions of the applicable group insurance and retirement system regulations.

E. PERSONAL LEAVE OF ABSENCE

A nurse in a career position may be granted a Personal Leave of Absence Without Pay at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement, except as provided in §C.11., Leave for Childcaring.

F. FUNERAL/BEREAVEMENT LEAVE

In the event a nurse has a personal obligation with regard to funeral attendance/bereavement, up to five (5) days of accumulated sick leave, vacation, holiday, or accumulated compensatory time may, at the option of the nurse, be used. Accumulated sick leave will be used if the nurse does not exercise an option. Requests for such leave shall be made to the nurse's supervisor.

G. LEAVES OF ABSENCE WITH PAY

1. Jury Duty

- a. During the time a nurse is on jury duty, the University will make every effort to convert the nurse's scheduled work shift to a Monday-Friday day shift basis, provided the nurse has notified the University of her/his jury duty within five (5) calendar days of receiving a jury summons.
 - b. A career nurse who is summoned to serve on jury duty shall be granted paid release time from her/his scheduled day(s) and hours of work for the day(s) spent in jury service and related travel, not to exceed the number of hours in the nurse's normal work day.
 - c. The University reserves the right to require verification of jury service.
2. **Voting** – A nurse who is scheduled to work eight (8) hours or more on the day of a statewide primary or general election day and cannot vote outside of working hours shall be granted a maximum of two (2) hours leave with pay for voting in the election.
 3. **Blood Donations** – A nurse may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.
 4. **Authorized Emergencies** – A nurse may be granted leave with pay during regularly scheduled hours of work for the period of time authorized by the University due to natural or man-made emergencies.
 5. **Administrative or Legal Proceedings on Behalf of the University** – When a nurse is attending administrative proceedings, other than proceedings pursuant to Article 27, Grievance Procedure and Article 28, Arbitration of this Agreement, or legal proceedings on behalf of the University, the University shall provide leave with pay for actual time spent in the proceedings and in related travel. Such leave shall not exceed the number of hours in the nurse's normal work day and normal workweek. The University will treat such leave as time worked for the purposes of Article 14, Hours of Work of this Agreement.
 6. **Attendance at other Administrative or Legal Proceedings**
 - a. The University shall grant leave with pay for actual time required to be present at an administrative or legal proceeding and in related travel, for a full-time nurse in a career position who is served with a subpoena that compels the nurse's presence as a witness. Such leave shall not to exceed the number of hours in the nurse's normal work day and the nurse's normal workweek. Similarly, the University shall grant a part-time nurse in a career

position, when subpoenaed, leave with pay for time spent at the proceedings and in related travel that occur during the nurse's regularly scheduled hours of work.

- b. Leave with pay shall not be granted when a nurse is the plaintiff or defendant in a proceeding, is called but not subpoenaed as a witness, or 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.