

**ARTICLE 32
LEAVE OF ABSENCE FOR UNION BUSINESS**

A. GENERAL CONDITIONS

1. Extended

- a. Upon at least thirty (30) calendar days advance written request from the Association and the nurse, one (1) Association-represented nurse per campus/Laboratory shall be granted an extended leave of absence to engage in Association business. The Association will reimburse the University for the paid leave in accordance with the provisions of §A.2.b., below. At campuses with more than 1000 bargaining unit nurses, no more than two (2) nurses may be granted such a leave. No more than one Nurse per department will be granted such leave at any one time.
- b. The duration of the extended leave of absence shall be specified at the time the nurse commences the leave, and no such leave shall be granted unless the written request specifies the duration of the leave. Such leaves of absence shall be for a period of not less than thirty calendar days and no more than three (3) years.

2. Pay Status

- a. Employee Pay - During the paid reimbursed leave, the nurse shall be paid by the University, and shall continue to accrue service credit, and shall retain all benefits to which the employee was entitled prior to the start of the leave.
 - 1) During the paid reimbursed leave the nurse shall be eligible for increases in accordance with campus practices.
 - 2) Any leave granted in accordance with this section shall not constitute a break in service.
 - 3) During the paid reimbursed leave, the employee shall not be eligible for Workers Compensation benefits arising out of an injury occurring during the leave from the University. While on Association leave, University employees shall be covered by CNA's Workers Compensation carrier.
- b. Union reimbursement - The Association shall reimburse the University for all costs of employee compensation, including but not limited to salary plus all benefits (36%) paid to the employee for the time the employee is on leave without loss of compensation. The Association shall submit payment to the University within thirty (30) calendar days of receiving confirmation of payment to the employee. The University has the right to terminate the leave if the Association fails to provide timely payment.
- c. The University, due to operational requirements, may postpone the date such leave of absence without pay is scheduled to begin.
- d. Under no circumstance shall the University be required to return such nurse to an active employment status with the University prior to the completion of the stated duration of the extended leave of absence. At least forty-five (45) calendar days prior to the completion of the stated term of the leave of absence, the Association shall notify the University of the nurse's intent to return to the University's employ and the nurse shall likewise so advise the University. Upon return, the nurse shall be returned to the same or similar position, without loss of pay or seniority, from which

the nurse took the leave of absence, consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence without pay.

3. **Short Term**

In accordance with the provisions of Article 17, Vacation; Article 14, Hours of Work, §K.3, Compensatory Time Bank; and Article 20, Leaves of Absence, §E., Personal Leave, nurses may apply for short term leave and receive scheduled vacation, compensatory time off, or personal leave in order to participate in bona fide Association activities. The duration of the requested time away from work shall be specified at the time the nurse requests the vacation, compensatory time off, or personal leave. The granting of such leave is dependent on the operational concerns of the University. Such leave shall be approved within a reasonable time frame. In no event shall such request for leave be unreasonably denied.