

ARTICLE 17. LEAVES OF ABSENCE

A. **General Provisions.** Leaves of absence, with or without pay, may be approved by the University in accordance with the provisions of this Article; Section B. Personal Leave, Section C. Pregnancy Disability Leave, Section D. Family Care and Medical Leave, and Section E. Work-Incurred Disability Leave.

1. **Recording of Leaves.** Each approved leave of absence shall be reported by submission of the appropriate payroll/personnel form. A copy of such form will be provided to the employee in person or mailed to the employee's last known home address. An absence is not considered an approved leave for purposes of University benefits unless this form is submitted.
2. **Benefit Eligibility.**
 - a. Approved leave without pay shall not be considered a break in service and, except as provided in Section 2.b. below, shall not determine eligibility for benefits except that the regulations of the retirement systems determine the effects of such leave without pay on retirement benefits.
 - b. Employee benefit plan coverage during an approved leave of absence for reasons of family and/or medical leave will be continued in accordance with the provisions of Section C. Pregnancy Disability Leave and Section D. Family Care and Medical Leave.
 - c. Except as provided in Section D., an eligible employee on approved leave without pay may elect to continue University sponsored benefit plans for the period of leave by remitting to the University the entire premium amount when due for the period of approved leave.
3. Periods on leave in a without-loss-of-straight time pay status shall be considered time worked.
4. **Reinstatement.** Except as provided in Section C. Pregnancy Disability Leave, and Section D. Family Care and Medical Leave, an employee who has been granted an approved leave without pay shall be reinstated to the same or similar position in the same department/division when the duration of such leave is six (6) calendar months or less, or twelve (12) months, if extended. If the position has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

B. **Personal Leave.** A career employee may be granted a personal leave of absence without pay for the employee's convenience, subject to the operational needs and requirements of the University.

1. Such leave will not normally exceed six (6) calendar months and may be granted for such reasons as extended illness, education which will directly increase job effectiveness, or in addition to Pregnancy Disability Leave as provided in Section C.
2. In special situations temporary employment outside of the University may be approved as a personal leave provided that the outside work is in the interest of public service and/or will be beneficial to the University upon the employee's return.
3. At the sole discretion of the department head, a personal leave may be extended for a total leave of not more than twelve (12) months.

C. Pregnancy Disability Leave.

1. A pregnant employee is eligible for and shall, upon request, be granted a leave of absence for up to four (4) months for pregnancy related disabilities. Pregnancy Disability Leave may consist of leave with or without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan. The employee may elect to use accrued vacation leave prior to taking leave without pay.

When medically necessary, and supported by medical certification, the University shall grant an employee 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 employee's entitlement of four (4) months in any twelve-month period.

At the request of the employee and with the recommendation of the employee's health care provider, the University will transfer the employee to a less strenuous or hazardous position. Additionally, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's disability. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Such temporary transfer shall not be subject to Article 24, Grievance Procedure, or Article 25, Arbitration Procedure. If an employee who is disabled because of pregnancy or related medical conditions is not released to work following the expiration of the four-month Pregnancy Disability Leave, such employee may be granted a personal leave pursuant to Section B.1., provided that the combined Pregnancy Disability Leave and Personal Leave do not exceed six months, or twelve months if extended. In addition an eligible employee may be granted leave to care for a newborn child under Section D. Family Care and Medical Leave (or if not eligible, may request personal leave) provided the combined Pregnancy Disability Leave and Family Care Leave do not exceed seven (7) months.

2. If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act, such leave, up to twelve (12) workweeks, shall run concurrently. Upon termination of Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, an employee, if eligible, shall also be entitled to up to twelve (12) workweeks of state Family Care and Medical Leave for any covered reason except leave for pregnancy or a pregnancy-related medical condition, provided the employee has not previously taken some FMLA/CFRA leave in the leave year.
3. An employee who has been granted a temporary transfer and/or Pregnancy Disability Leave shall be reinstated to the same job provided that the employee 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 employee shall be reinstated to a similar job. If a similar position is not available, the employee shall be afforded the same considerations which would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

D. Family Care and Medical Leave. Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition. Employees who have at least one year of University service, and have 1250 hours of actual service ("actual service" means time actually worked and does not include any paid time off including, but not limited to, an employee's use of accrued vacation, compensatory time, or sick leave) during the leave year immediately preceding the commencement of the leave, are eligible for and shall be granted up to a total of twelve (12) workweeks Family Care and Medical Leave in any leave year, except as provided in this Article. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued sick leave, vacation, and compensatory time, and leave of absence without pay in accordance with Section D.2.d. Family Care and Medical Leave shall not exceed twelve (12) workweeks in any 12-month period. If the employee has exhausted his/her entitlement to Family Care and Medical Leave, he/she may also apply for an extension pursuant to Section B. Personal Leave. For employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

1. Definitions.

- a. **Parental Leave** is leave to care for a new born or a child placed for adoption or foster care. The total of Pregnancy Disability Leave and Parental Leave when taken in conjunction shall not exceed seven (7) months.

- b. **Family Illness Leave** is leave to care for the employee's child, parent, spouse or domestic partner with a serious health condition.
- c. **Medical Leave** is leave granted for the employee's own serious health condition that makes the employee unable to perform the essential assigned functions of the employee's position.
- d. **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child.
- e. **Parent** means a biological, foster, or adoptive parent, a stepparent, legal guardian or an individual who stands or stood in loco parentis to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in-law.
- f. An employee's own serious health condition is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee's position and involves the following:
 - 1) inpatient care in a hospital, hospice, or residential medical care facility, or
 - 2) continuing treatment by a health care provider for:
 - a) a period of incapacity of more than three (3) consecutive calendar days, or
 - b) any period of incapacity or treatment due to a chronic serious health condition, or
 - c) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.
- g. A **serious health condition** for the purposes of **family illness** leave is an illness, injury, impairment, or physical or mental condition, as described in g. above, which warrants the participation of the employee to provide supervision or care during a period of treatment or incapacity including psychological comfort.
- h. Health Care Provider means an individual who is licensed in California to hold either a physician's certificate, osteopathic physician's certificate, 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), or nurse mid-wife performing within the scope of her/his duties, Christian Science practitioners, any individual duly licensed

to practice medicine in another state or jurisdiction, or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

2. General Provisions.

a. Requests for Leave.

- 1) If the employee learns of the event giving rise to the need for leave more than thirty (30) days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for the leave, and, at a minimum, thirty (30) days prior to the commencement of the leave, if practicable.
- 2) If the employee learns of the event giving rise to the need for leave less than thirty (30) in advance, the employee shall provide the University with as much notice as practicable, and at a minimum, with such notice within five (5) working days after learning of the event.
- 3) An employee who fails to give thirty (30) days' notice for a foreseeable leave with no reasonable basis for delay, may have his/her family and/or medical leave denied until thirty (30) days after the date on which the employee provides notice.
- 4) The employee shall make reasonable efforts to schedule leaves so as to avoid disruption to the University's operations.
- 5) The University shall determine whether the employee is eligible and qualifies for a FMLA leave and shall notify the employee, 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 twelve (12) workweeks in the leave year may be granted in accordance with this Section.

b. Time Periods

- 1) Family Care and Medical Leave shall not exceed twelve (12) workweeks in any 12-month period and the leave year shall commence on the date the employee first takes leave. For employees who work less than full time but on alternative work schedules, 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 twelve (12) month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University staff employees.

- 2) Parental Leave shall be initiated and concluded within one year of the birth, adoption, or placement for adoption or foster care, and shall be taken in accordance with applicable state and federal regulations. The University shall grant Parental Leave of at least one day but less than two weeks duration on any two occasions during any twelve (12) month period. The University at its discretion may require that any additional leaves requested during this same period be for a minimum duration of two weeks, unless otherwise required by law.
- 3) When medically necessary, and supported by medical certification, the University shall grant an employee Family Illness and/or Medical Leave on a reduced work schedule or an intermittent basis, including absences of less than one day. Only the time actually spent on intermittent or reduced leave schedule shall be counted towards the employee's entitlement of twelve (12) workweeks in a twelve (12) month period.
- 4) Where the employee requests an intermittent leave or a leave on a reduced schedule for a planned medical treatment, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties. Such temporary transfer shall not be subject to Article 24 Grievance Procedure or Article 25 Arbitration Procedure.
- 5) The date of return is determined when the leave is granted. Extensions, if any, may be granted in accordance with this Article. Under the provisions of Section B. Personal Leave, and Section C. Pregnancy Disability Leave, other leaves may be granted by the University.

c. Certification.

- 1) When leave is requested for the employee's own serious health condition or to care for the employee's seriously ill family member, the University may, at its discretion, require, in writing, that an employee's request for Family Illness or Medical Leave be supported by a written certification issued to the University by the health care provider of the individual requiring care. When certification is required by the University, such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, in any format, in addition to certifying the employee has a serious health condition, include:

- a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position, including a statement of the function(s) the employee is unable to perform, and

- the date on which the employee's serious health condition began, if known, and the probable duration of the condition and the probable date of return.

- whether it will be necessary for the employee to take leave intermittently or to work on a reduced leave schedule, and if so, the probable duration and timing of such schedule, and

- if the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.

If Family Illness or Medical Leave is requested for the employee's family member, written certification must be provided by the employee and must include a statement that the family member's serious health condition warrants the participation of the employee to provide care, whether the family member will need care intermittently or on a reduced leave schedule, and the probable duration of the leave. In addition, the employee may be required to certify either on the form separately the care he/she will provide the family member and the estimated duration of the period of care.

- 2) Should there be any questions regarding the validity of the employee's medical certification for his/her own serious health condition, the University may, at its discretion, require the employee 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 employee's own health care provider, the University may require a third medical opinion from a third health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions and the third opinion shall be final.
- 3) If additional leave is requested upon expiration of the leave granted, the University may, at its discretion, require the employee to obtain recertification. Such requests for subsequent certification may be either verbal or in writing.
- 4) If certification or recertification is required, the employee shall return the certification within fifteen (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 leave until the required certification is provided. If the employee fails to provide a completed certification, the employee shall be given fifteen (15) calendar days to perfect the certification. Failure to perfect an incomplete certification may result in the denial of the leave or denial of the continuation of the leave. If the employee fails to provide the required 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 FMLA leave.

- 5) An employee who has been granted a Medical Leave for reasons other than pregnancy related/childbearing disability, shall be returned to the same or an equivalent position when the employee has been medically released to perform any or all of 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 employee submits the required medical release.

d. Use of Accrued Paid Leave.

- 1) An employee may elect to use accrued vacation time before taking leave without pay. If the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay. Pursuant to Article 13 Sick Leave, Section C.6., up to thirty (30) days of accrued sick leave per year may be used for Family Illness Leave granted under this section if used to care for the employee's parent, spouse, or child with a serious health condition as defined in this Article.
- 2) An employee on approved Parental Leave may elect to use accrued vacation time or sick leave before taking leave without pay. If the employee's vacation accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.
- 3) An employee on leave for his or her own serious health shall use accrued sick leave in accordance with the University's disability plan or as provided for under Article 15 Work-Incurred Injury or Illness. Employees not eligible for University disability benefits and who are not on leave due to a work-incurred injury shall use all accrued sick leave prior to taking medical leave without pay. An employee may elect to use accrued vacation time before taking leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least 10% of the vacation leave credit prior to taking leave without pay.

e. Parental Leave is a form of Family Care and Medical Leave to care for the employee's newborn or a child placed with the employee for adoption or foster care and shall be initiated and concluded within one (1) 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 employee eligible for leave under the Family and Medical Leave Act/California Family Rights Act (CFRA) at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave for up to twelve (12) workweeks provided that the employee has not exhausted her FMLA/CFRA leave entitlement for that leave year.

1) **Requests for Parental Leave:** The employee shall request Parental 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 employee. The anticipated date of return from 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.

2) **Duration:** 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 (7) months in the leave year.

3) The University shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during the leave year. The University, at its discretion, may require that any additional leaves requested during this same time period be for a minimum duration of two (2) weeks.

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

g. **Deferral or Denial of Family Care and Medical Leave.**

- 1) An employee who fails to give thirty (30) days' notice for a foreseeable leave in accordance with Section D.2.a.3), with no reasonable basis for the delay, may have his/her Family Care and/or Medical Leave denied until thirty (30) days after the date on which the employee provides notice.
- 2) An employee who fails to provide certification or recertification as required in Section D.2.c.4), may have his/her request for leave denied or deferred until the requested certification is provided.
- 3) An employee who fails to provide a required medical release certification to return to work in accordance with Section D.2.c.5), may have his/her reinstatement denied until a medical release is provided.

h. **Review of Denials or Deferrals of Leave Requests.** If an employee's request for Family and/or Medical Leave is denied, deferred or otherwise provided for short of the employee's initial request, such University action may, upon the employee's written request, be reviewed in accordance with Article 23 Complaint Procedure. Neither the University's action in granting or not granting a Family Care and/or Medical Leave nor the results of such review shall be subject to Article 24 Grievance Procedure or Article 25 Arbitration Procedure of this Agreement.

i. **Reinstatement.** An employee granted Family Care and/or Medical Leave shall be reinstated to the same or an equivalent position upon return from the leave. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished or affected by layoff. No employee will be granted a leave of absence beyond his/her appointment ending date. No employee granted Family and/or Medical Leave is entitled to reinstatement to his/her position if the employee's casual appointment end date occurs before the scheduled return date.

E. **Work-Incurred Disability Leave.** An employee who is off pay status and receiving temporary disability payments under the Workers' Compensation Act may be granted, at the discretion of the department head, a leave without pay for all or part of the period during which such temporary disability payments are received.

1. An employee who is also eligible for Family Care and Medical Leave shall be granted leave pursuant to Section D. above. An employee who is granted work-incurred disability leave shall have that counted against the twelve (12) workweek entitlement to family and medical leave, provided that the employee is entitled to Family Care and Medical Leave.
2. An employee who has been granted a work-incurred disability leave that runs concurrently with Family Care and Medical Leave shall be reinstated in

accordance with Section D.2.h., provided that the employee returns to work immediately following termination of the Family Care and Medical Leave. All other employees who would have been granted a work-incurred disability leave shall be reinstated in accordance with Section A.4.

Any leave without pay which is granted shall not extend beyond a predetermined date of separation.