

**ARTICLE 14  
LEAVES OF ABSENCE**

**A. GENERAL PROVISIONS**

In accordance with the provisions of this Article, leaves of absence, with or without pay, may be approved by the University.

**1. Benefit Eligibility**

- a. For purposes of benefit eligibility an, approved leave without pay shall not be considered a break in service. Except as provided in Section D Family Care and Medical Leave, an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans (as determined by plan documents and regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable plan(s), the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.
- b. Employee benefit plan coverage during an approved leave of absence for reasons of family care and/or medical leave will be continued in accordance with the provisions of Section C.6 Pregnancy Disability and Section D Family Care and Medical Leave.

2. Except as provided in Section D.1.I, Family Care and Medical Leave, periods on leave in a without-loss-of-straight-time pay status shall be considered time worked.

**3. Requests for Leave**

- a. Except as provided in Section D Family Care and Medical Leave, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. 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 leave, and, at a minimum, with thirty (30) days advance, written notice.

If the employee learns of the event giving rise to the need for leave less than thirty (30) days in advance, the employee shall provide the University with as much advance, written notice as possible, and, at a minimum, with such notice no more than five working days after learning of the event. All requests for leave shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

#### **4. Duration**

- a. The duration, terms of the leave and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under Section D Family Care and Medical Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months.

#### **5. Return to Work**

- a. Except as provided in Section C, Medical Leave of Absence, Section D, Family Care and Medical Leave, and Section K, Military Leave, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six (6) calendar months or less, or twelve (12) months, if extended. If the position held 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 return to work is determined when the leave is granted.
- b. An employee who has exhausted his/her original leave entitlement and who has been granted additional leave under another section of this Article, shall be reinstated in accordance with the provisions of the section under which the additional leave was granted.
- c. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

## **B. PERSONAL LEAVE**

1. A non-probationary career employee may be granted a personal leave of absence without pay at the sole, non-grievable discretion of the University. Such leave shall not exceed six (6) calendar months.
2. If an employee's request for a personal leave of absence without pay is denied, such denial may, upon the employee's written request, be reviewed by the Department/Division Head. The results of such a review shall not be subject to Article 9 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.
3. The University at its sole non-grievable discretion may approve extension of a personal leave of absence without pay for a total leave of not normally more than twelve (12) months.

## **C. MEDICAL LEAVES OF ABSENCE**

1. Medical Leave of Absence, granted under this section, is the period(s) an eligible employee is granted leave from work for medical reasons in accordance with Section C.2, Eligibility, below. This leave includes the combined use of accrued sick leave and the medical leave of absence without pay in accordance with the provisions of this Article and Article 36 - Sick Leave. In the event that an employee's accumulated sick leave credit is exhausted, an employee may be placed on a Medical Leave of Absence without pay in accordance with the provisions of this section. Medical leaves of absence without pay are provided for leaves due to non-work related illnesses or injuries.
2. **Eligibility**
  - a. An employee may be eligible for a Medical Leave of Absence without pay when he/she:
    - 1.) Is medically incapable of performing essential assigned functions of his/her job due to a non-work related illness or injury; and
    - 2.) Has furnished evidence of disability satisfactory to the University; or
    - 3.) Has exhausted her four (4) month entitlement under Pregnancy Disability leave; or
    - 4.) Has either exhausted his/her twelve (12) workweek entitlement under Section D Family Care and Medical Leave, or is not otherwise eligible for medical leave under Section D Family Care and Medical Leave or Pregnancy Disability Leave under Section C.6.

### 3. **Notification**

Requests for medical leave without pay shall be in writing as provided in Section A.3, and the employee shall furnish evidence of disability satisfactory to the University as provided in Section C.4, Documentation and Verification, below. Additionally, an employee must notify the University of a need to extend his/her medical absence from work prior to the anticipated date of return.

### 4. **Documentation and Verification**

- a. Documentation of the employee's disability and/or ability to return to work is required and is subject to verification by the University. Such documentation shall include, but is not limited to, a health practitioner's (as defined in Article 36 - Sick Leave, Section D.4.) statement of the anticipated duration of disability, and a statement that the employee is incapable of performing the essential assigned functions of his/her job, or is able to return and perform the essential assigned functions of his/her job.
- b. The University may have an employee claiming disability examined by a physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination required by the University.
- c. Verification of medical disability for pregnancy-related purposes additionally includes a physician's statement regarding the estimated date of delivery and the anticipated date of the employee's ability to perform the essential assigned functions of her job.

### 5. **Duration**

Medical leaves of absence are granted for the period of verified disability and are not granted for non-disability purposes. When the use of accrued sick leave and a medical leave of absence without pay are combined, a medical leave of absence from work for non-work related disability purposes may be granted by the University for a total period of verified disability not to exceed six (6) months.

### 6. **Pregnancy Disability Leave**

- a. During the period of verified pregnancy-related/childbearing disability, a female employee is entitled to and the University shall grant a medical leave of absence of up to four months. If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a medical leave of absence may be granted in accordance with Section C.4.a, above, for a total medical absence not to exceed six months.

Additionally, the employee may be eligible for a parental leave to care for a newly born child in accordance with Section D, Family Care and Medical Leave. When parental leave is granted under Section D, Family Care and Medical Leave, the total of parental leave and pregnancy-related/childbearing disability leave, when taken in conjunction, shall not exceed seven (7) months in the leave year.

- b. If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act, up to twelve (12) workweeks of such leave shall run concurrently. Upon termination of Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, an employee 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 exhausted her FMLA/CFRA leave entitlement for that leave year.
- c. 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.
- d. As an alternative to, or in addition to pregnancy disability leave, the University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee and with the advice of the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous.

A temporary transfer under this section shall not be counted toward an employee's entitlement of up to four (4) months of pregnancy disability leave, unless the employee is also on a reduced work schedule or an intermittent leave schedule.

- e. Pregnancy Disability Leave may consist of leave without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan.

If accrued sick leave is exhausted, an eligible employee may elect to use accrued vacation prior to taking medical leave without pay, but not to exceed a total medical absence from work of six months. In the event that the employee's accrued sick leave is greater than six (6) months, a medical leave of absence without pay, in addition to the use of all accrued sick leave, shall not be granted.

## **7. Extensions of Leaves**

- a. In the event that an employee's verified non-work-related disability exceeds six (6) months, a personal leave of absence may be granted in accordance with the provisions of Section B, of this Article. However, the aggregate of leave for medical reasons shall not exceed twelve (12) consecutive months. The granting of a personal leave of absence in order to extend an employee's total absence from work for medical purposes is at the sole discretion of the University and without recourse to Article 9 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement. An employee on such personal leave of absence shall submit medical verification that he/she has been medically released to perform the essential assigned functions of his/her job prior to his/her return in accordance with Section C.4.a of this Article.
- b. If an extension to a medical leave of absence within the total six-month period or if a personal leave of absence after six (6) months is not granted, an employee may be medically separated in accordance with Article 17 -Medical Separation of this Agreement.

## **8. Return from a Medical Leave of Absence**

- a. An employee who has been granted a medical leave of absence for pregnancy/childbearing disability purposes shall be returned to the same job provided the employee returns to work immediately upon termination of the pregnancy-related/childbearing disability and provided such return is within four (4) months of the date on which the pregnancy-related/childbearing medical leave commenced. If the same job is not available, a similar job will be offered. 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. A female employee who is also granted Parental Leave under Section D Family Care and Medical Leave shall be returned to work in accordance with Section D.3.h, of this Article.

An employee who was granted a medical leave of absence beyond four months in accordance with Section C.6.e, shall be returned to the same or a similar position except as provided in Section C.7, of this Article.

- b. An employee who has been granted an approved medical absence for medical reasons other than pregnancy-related/childbearing disability shall be returned to the same or a similar position when the employee has been medically released to perform the essential assigned functions of his/her job, except as provided in Section C.7 of this Article. If the position held has been abolished or affected by layoff during the absence, 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.

## **D. FAMILY CARE AND MEDICAL LEAVE**

### **1. Definitions**

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

- a. The leave year is the year in which the employee is eligible for up to 12 workweeks of leave (Sections D.2 and D.3.a.1) and will be as identified by the University to AFSCME in accordance with Section D.3.a.1.
- b. The qualifying year is the 12-month period immediately preceding the date on which the employee requests to commence leave and in which the employee must have worked 1,250 hours (Section D.2).
- c. **Parental Leave** is leave to care for the employee'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 Article.
- d. **Medical Leave** is leave granted for the employee's own serious health condition that makes the employee unable to perform any one of the essential assigned functions of the employee's position. An employee disabled because of pregnancy-related conditions is covered under Section C.6.

- e. **Family Illness Leave** is leave to care for the employee's child, parent or same- or opposite-sex domestic partner 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* who is either under 18 years of age or an adult dependent child.
- g. **Parent** means a biological, foster, or adoptive parent, a stepparent, a legal guardian or an individual who 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 unless they stood in *loco parentis*.
- h. **Spouse** means a partner in marriage.
- i. **An employee's own serious health condition** means an illness, injury, impairment, physical or mental condition that makes the employee unable to perform any one of the essential assigned functions of the employee'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:
    - a.) A period of incapacity of more than three (3) consecutive calendar days, or
    - b.) Any period of incapacity of treatment due to a chronic serious health condition, such as, leave for purposes of disability or Workers' Compensation, or
    - c.) 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 an illness, injury, impairment, physical or mental condition, as described in D.1.i above, of the employee's child, parent or same- or opposite-sex domestic partner which requires the participation of the employee 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 employee'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, an employee'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**

Employees 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 hours of 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 twelve (12) workweeks of Family Care and Medical Leave in the leave year, except as otherwise 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 leave of absence without pay. Aggregate Family Care and/or Medical Leave shall not exceed twelve (12) workweeks in the leave year. An employee on approved leave may use compensatory time as defined in Article 12 - Hours of Work, prior to beginning FMLA leave.

## 3. **General Provisions**

### a. **Time Periods**

- 1.) For Family Care and Medical Leave purposes only, twelve (12) workweeks means twelve (12) workweeks in any 12-month period for full-time employees. For employees who work less than full time or who work 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 12-month period, the commencement period for employees in this bargaining unit shall conform to the commencement date generally applicable to other University employees.

- 2.) 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 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 twelve (12) workweeks in the leave year.
- 3.) When the employee requests an intermittent leave or leave on a reduced leave 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. Should the employee object to the temporary transfer, the employee may submit a written request for review to the Department/Division Head. Such temporary transfer shall not be subject to Article 9 - Grievance Procedure or Article 3 - Arbitration Procedure.

**b. Notice**

- 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 leave, and, at a minimum, thirty (30) days prior to the commencement of the leave, if practicable.
- 2.) If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the employee shall make reasonable efforts to schedule leaves so as to avoid disruption to the University's operations.

- 3.) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the employee shall provide the University with as much advance notice as is practicable, and, at a minimum, with such notice within five working days after learning of the event.
- 4.) An employee who fails to give thirty (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 until thirty (30) days after the date on which the employee provides notice.
- 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.

c. **Certification**

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

- c.) The date, if known, on which the serious health condition commenced, the probable duration of the condition and the probable date of return, and
- d.) 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 of such schedule, and,
- e.) If the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.

2.) **If Leave is Requested for the Employee's Family Member**

When a leave of absence is requested for the serious health condition of the employee's family member, the University shall require that an employee'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 employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee's family member has a serious health condition, include:

- a.) A statement that the serious health condition warrants the participation of the employee to provide supervision or care during a period of the treatment, or incapacity or psychological comfort, and
- b.) Whether the employee's family member will need care intermittently or on a reduced leave schedule and the probable duration that the employee is needed to provide care.
- c.) In addition, the employee 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.

- 3.) 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 jointly approved by the University and the employee. Should the second medical opinion differ from 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.
- 4.) 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 employee to obtain recertification. Such requests for subsequent certification shall be in writing.
- 5.) 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 the 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 the denial of continuation of the leave. If the employee 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 FMLA leave.
- 6.) An employee who has been granted a Medical Leave shall be returned to the same or an equivalent position when the employee 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 employee submits the required medical release certification.

**d. Use of Accrued Paid Leave**

- 1.) An employee on approved Family Illness Leave may elect to use accrued compensatory time off in accordance with Article 12 - Hours of Work prior to beginning FMLA leave. An employee may, at the discretion of the University, elect to use accrued vacation time before taking a FMLA 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. Up to five (5) days of accrued sick leave per year may be substituted for Family Illness Leave granted under this section pursuant to Article 36 - Sick Leave, Section B.3.b.
- 2.) An employee on an approved Parental Leave may elect to use accrued compensatory time off in accordance with Article 12 - Hours of Work prior to beginning FMLA leave. An employee may elect to use accrued vacation time before taking a FMLA 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.
- 3.) An employee on leave for his/her own serious health condition, shall use accrued sick leave in accordance with the University's disability plan or as provided under Article 44 - Work Incurred Injury or Illness. Employees not eligible for University disability benefits and who are not on leave due to a work-incurred illness or injury shall use all accrued sick leave prior to taking medical leave without pay. An employee may elect to use accrued compensatory time off in accordance with Article 12 - Hours of Work prior to beginning FMLA leave. An employee may also use accrued vacation before taking a FMLA 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**

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 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 (FMLA/CFRA) at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave for up to twelve workweeks provided that the employee has not exhausted her FMLA/CFRA leave entitlement for that year.

1.) **Requests for Parental Leave:**

The employee 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 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 months in the leave year.

3.) 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.

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 coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in the leave year. However, an employee 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 twelve (12) workweeks of health plan coverage under the State Family Care and Medical Leave. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

g. **Review of Denials or Deferrals of Family Care Leave Requests**

If an employee's request for Family Care 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 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 shall be subject to Article 9 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.

h. **Return to Work**

An employee 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 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. An employee granted a Family Care and/or Medical Leave is not entitled to reinstatement to his/her position if the employee's appointment ending date or predetermined date of separation occurs before the scheduled return date.

**E. JURY DUTY/GRAND JURY DUTY**

Any full-time or part-time employee on any shift or work schedule shall be granted leave with pay for actual time spent on jury service and grand jury service and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek.

Upon request, the University will endeavor to accommodate an employee's summons to jury duty with a change in shift assignment.

**F. VOTING**

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

**G. BLOOD DONATIONS**

An employee may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.

**H. ADMINISTRATIVE OR LEGAL PROCEEDINGS**

1. When an employee is attending administrative or legal proceedings on behalf of the University or is subpoenaed by the University to appear as a witness on its behalf in an administrative or legal proceeding, leave without loss of straight-time pay will be granted for actual time spent in the proceedings and in related travel not to exceed the number of hours in the employee's normal work day and workweek.
2. Leave with pay shall not be granted when an employee is the plaintiff or defendant in a proceeding, 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.
3. When served with a subpoena which compels the employee's appearance as a witness, in the prosecution of a person for an offense which the employee, by virtue of being on University premises during scheduled work hours, witnessed, the employee shall be granted leave without loss of straight-time pay for actual time spent in the proceedings and in related travel time not to exceed the employee's normal work day and workweek.
4. The granting of leave without loss of straight-time pay status for other employment-related situations where an employee has been subpoenaed shall be at the sole non-grievable, non-arbitrable discretion of the University.

**I. EMERGENCIES**

In the event of natural or man-made emergencies, an employee may be granted leave with straight-time pay during regularly scheduled hours of work for the period of time authorized by the University. The granting of such leave and the period of time shall be at the sole, non-grievable discretion of the University.

## **J. UNIVERSITY FUNCTIONS**

At the sole, non-grievable discretion of the University and on a campus/Laboratory basis and within a campus/Laboratory basis, an employee may be granted leave during regularly-scheduled hours of work to attend Commencement exercises, Charter Day exercises and other University meetings or functions as designated by the University. Such leave, when granted, shall be without loss of straight-time pay.

## **K. TEMPORARY MILITARY LEAVE FOR ACTIVE-DUTY TRAINING**

1. Temporary military leave for active-duty training shall be granted to any employee 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 one hundred and eighty (180) calendar days, including time spent traveling to and from such duty.

### **2. Eligibility For Pay**

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

- a. The employee has at least twelve (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 thirty (30) calendar days pay in any one fiscal year.

### **3. The University May Require Verification Of An Employee's Military Orders**

Employees 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 Employee**

An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.

5. **Ineligible Employee**

An employee not eligible for military leave pay may have such absence charged to accrued vacation, accrued compensatory time off, or the military leave may be without pay.

6. **Benefits**

- a. An employee on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee 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 employee'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 employee returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the employee shall receive regular benefits.

**L. EXTENDED MILITARY LEAVE**

1. Extended military leave shall be granted to an employee 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 one hundred and eighty (180) days.

2. **Period of Leave**

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five (5) 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 (6) months from the date of release from duty.

3. **Eligibility for Pay**

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

- a. The employee has at least twelve (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);
- b. Such payment, in addition to University payment for military reserve training leave and for military leave for physical examinations, does not exceed thirty (30) calendar days' pay in any one fiscal year.

4. The University may require verification of an employee's military orders.

5. **Benefits**

An employee granted extended military leave shall at the time the leave commences receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed one hundred and eighty (180) days. At the end of the one hundred and eighty (180) day period, vacation credits retained on the records shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred during the one hundred and eighty (180) day period.

6. Sick leave credit shall be retained on the records.

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

8. An employee may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations.

9. An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent, except that the employee shall not receive credit toward completion of a probationary period (See Section L.10 of this Agreement) vacation and sick leave accruals and holiday pay shall be granted only in accordance with those articles of this Agreement.

10. **Probationary Employee**

An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.

- a. If the probationary employee served in active military service for a period of thirty (30) to one-hundred and eighty (180) days, he/she shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.
- b. If the probationary employee served in active military service for a period in excess of one hundred eighty (180) days, he/she shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

11. **Reinstatement**

- a. Following release from active duty, an employee 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 employee applies for reinstatement.
- b. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position during the military leave.

**M. EMERGENCY NATIONAL GUARD LEAVE**

1. Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee 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 as set forth in Section K.

2. **Eligibility for Pay**

An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one fiscal year. An employee 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.

### **3. Benefits**

An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit, provided that the employee returns to University service immediately after the emergency is over. Such employee 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 employee'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.

### **4. Reinstatement**

- a. Following release from active duty, an employee granted leave for 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 employee applies for reinstatement.
- b. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position granted during military leave.

## **N. PHYSICAL EXAMINATION**

1. Military leave with pay shall be granted to an employee in accordance with K.2.b and L.3.b, regardless of length of service, when the employee 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 employee's military orders to report for a physical examination.
2. The University may grant leave without pay for further physical examinations required for military service or the employee may charge such time off to accrued sick leave, accrued vacation or accrued compensatory time off.

## **O. DEFENSE WORK**

Military leave without pay may be granted to an employee who is called or volunteers to serve in scientific research and development under the auspices of the federal government during a war or comparable period of national emergency.

An employee granted such leave shall be eligible for the benefits set forth in Sections K.5 - 11 of this Article and shall have the right to return to University service within six (6) months following termination of such defense work or the cessation of the war or period of national emergency, whichever occurs first. However, such an employee shall not be eligible for thirty (30) calendar days' pay for military leave.

- P.** An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job, in accordance with Article 33 - Resignation, if such failure to return exceeds five consecutive working days of the anticipated return date.