

## ARTICLE 14

### LEAVES OF ABSENCE

#### Family Care and Medical Leave

- 14.1 A bargaining unit employee who has one (1) year of service is entitled to a family care and medical leave without pay in accordance with the University's Family Care and Medical Leave Policy. Bargaining unit employees must work 1250 hours in the 12 months preceding the leave in order to be eligible for Family Care and Medical Leave. For employees eligible for paid leave of absence, Family Care and Medical Leave includes both paid (pursuant to Article 20, Sick Leave) and unpaid time.
- 14.2 Family care or medical leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2) for up to four (4) months, but not to exceed the end of the employee's appointment.

#### Bereavement Leave

- 14.3 Upon request to the President, a bargaining unit employee shall be granted up to two (2) days leave of absence with pay for each death in the immediate family. Upon request to the President, the bargaining unit employee shall be granted three (3) consecutive days leave of absence with pay if the death in the immediate family requires that a bargaining unit employee travel over five hundred (500) miles from their home. A bargaining unit employee shall give notice of the need for bereavement leave as soon as possible. The employee may be required to provide written substantiation for the request, including the name and relationship of the deceased immediate family member, upon the employee's return to work. Bereavement Leave may only be taken on those days the employee was previously scheduled to work and must be taken at the time of the death or funeral.
- 14.4 A bereavement leave may be supplemented with available sick leave.
- 14.5 "Immediate Family" as used in this Article shall mean:
- a. the employee's spouse or registered domestic partner;

- b. the employee's spouse's or registered domestic partner's father, mother, sister, brother, grandparent, great-grandparent, child (including foster, adopted and step child), grandchild;
- c. the employee's son-in-law, daughter-in-law
- d. a person who is living in the immediate household of the employee, except domestic employees, roomers, boarders, and/or roommates.

### Military Leave

14.6 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.

### Jury Duty

14.7 An employee who serves on jury duty shall receive their base salary and is permitted to keep any mileage payments made by the court. Employees are not entitled to juror pay for jury duty.

14.8 An hourly employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.

14.9 An employee who receives initial notification that he/she is subject to jury duty shall notify the appropriate administrator in writing prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the employee.

### Illness or Injury

14.10 A bargaining unit employee may be granted an unpaid leave of absence due to temporary incapacity due to illness or injury. An employee may be required to provide a physician's statement or other appropriate verification for such leaves of absence. The length of the leave of absence may not extend beyond the expiration date of the appointment.

Leave Request Procedure

- 14.11 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the appropriate administrator. The appropriate administrator shall determine if such a leave shall be granted and the conditions of such a leave. **Requests for a leave of absence without pay related to the Academic Student Employee's legally required attendance at their legal proceedings shall not be unreasonably denied.**
- 14.12 An employee who is on a leave of absence without pay, excluding Family Care and Medical Leave, shall not return to active pay status prior to the expiration of such a leave without written approval of the appropriate administrator.
- 14.13 Any leave granted by the University under this Article assures to the employee a right to return to his/her former position or a position within his/her classification upon expiration of the leave, provided the employee returns prior to the employee's end of appointment date.

Catastrophic Leave Donation Program

- 14.14 Any bargaining unit employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to or receive them from any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, and CTO, due to a catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. The following provisions shall apply:
- a. An employee, his/her representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definition provided above.
  - b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
  - c. An employee may donate a maximum of sixteen (16) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
  - d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the third party administrator upon the application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed

an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.

- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave. The President may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining Agreement. Only donated vacation credits may be used for such family care catastrophic leave. Immediate family members shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining Agreement covering the recipient employee.
- k. The provisions of this Agreement shall be subject to the grievance procedure contained in the collective bargaining Agreement applicable to the grieving employee.