

**ARTICLE 39  
SICK LEAVE**

**A. ACCUMULATION OF SICK LEAVE CREDIT**

1. If a campus/hospital/LBNL implements the Factor Accrual System, an eligible employee shall earn sick leave credit at the rate of .046154 hours per hour on pay status, including paid holiday hours but excluding all paid overtime hours.
2. If a campus/hospital/LBNL uses the Table Accrual System, an eligible employee shall earn sick leave credit at the rate of eight (8) hours per month for full-time employment. Sick leave credit is earned proportionately, as set forth in the Sick Leave Credit Table below, for hours on pay status over one-half (1/2) of the full-time working hours of the month but less than full-time.
1. Until a campus/hospital/LBNL provides notice to UPTE of a proposed change to either the Table Accrual System or the Factor Accrual System, current accrual practices will remain in place.

**SICK LEAVE CREDIT TABLE**  
-----Number of Hours on Pay Status-----

<u>160-Hour*</u> <u>Month</u> <u>Earned</u>	<u>168-Hour*</u> <u>Month</u>	<u>176-Hour*</u> <u>Month</u>	<u>184-Hour*</u> <u>Month</u>	<u>Sick</u> <u>on Pay</u> <u>Status</u>	<u>Percent</u> <u>of Time</u>	<u>Hours</u> <u>of</u> <u>Leave</u>
0 - 79	0 - 83	0 - 87	0 - 91	0 - 49		0
80 - 89	84 - 94	88 - 98	92 - 103	50 - 56		4
90 - 109	95 - 115	99 - 120	104 - 126	57 - 68		5
110 - 129	116 - 136	121 - 142	127 - 149	69 - 80		6
130 - 149	137 - 157	143 - 164	150 - 172	81 - 93		7
150 - 160	158 - 168	165 - 176	173 - 184	94 - 100		8

\*Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

4. An employee must be on pay status for at least one-half (1/2) of the working hours of a month or quadri-weekly cycle to earn sick leave credit for that month or quadri-weekly cycle. Time on pay status in excess of a full-time work schedule does not earn sick leave credit. Sick leave is earned during leave with pay. For the purposes of this Agreement, a quadri-weekly cycle is defined as two bi-weekly pay periods designated by the University to be considered as one unit for the purpose of leave accrual.

5. For employees on either system, earned sick leave for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate sick leave credit for an eligible employee who is separating from employment shall be credited at the completion of the last day on pay status.
6. The number of sick leave hours which may be accumulated is unlimited.

## **B. ELIGIBILITY AND USE OF ACCUMULATED SICK LEAVE**

### **1. General Provisions**

- a. Requests for the use of sick leave shall be made in accordance with campus or departmental procedures.
- b. Sick leave is to be used for medical appointments with advance approval, personal illness or personal disability; and for the death or serious illness of others as provided in Section B.3. and Section B.4. below. In the case of medical appointments, a request for sick leave shall not be unreasonably denied.
- c. Sick leave shall not be used prior to the time it is credited. Sick leave shall not be used in excess of the employee's normally scheduled hours or work for the day or days for which the sick leave is claimed. Sick leave shall not be used beyond a predetermined date of separation, including retirement or layoff, or beyond a predetermined date beginning a leave of absence without pay.
- d. Exempt employees – Except as provided in Article 18 - Leaves of Absence, records of sick leave used shall be recorded in one (1) day increments only or in increments of not less than that portion of a day during which an employee on less than full-time status is normally scheduled to work. When an exempt employee has exhausted all accrued sick leave, salary shall not be reduced for absences of less than one (1) full day or less than that portion of a day during which an employee on less than full-time pay status is normally scheduled to work.
- e. Non-exempt employees – Records of accrued sick leave usage shall be maintained to the nearest quarter (1/4) hour.

### **2. Pregnancy**

A pregnant employee on approved leave without pay on the date certified by her doctor as the date on which she is no longer able to work or the date of delivery, whichever is earlier, can use sick leave beginning with that day and continuing through the period that she is physically unable to perform the normal duties of her job. A pregnant employee may also be eligible for Pregnancy Disability Leave as provided in Article 18 - Leaves of Absence, Section C.

**3. Care of Others**

Up to thirty (30) days of accumulated sick leave per year may be used when the employee is required to be in attendance or to provide care for either:

- a. The serious illness of the employee's parent, spouse, same or opposite sex domestic partner, child(ren), brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household; or
- b. The employee's spouse, parent(s) or child(ren), suffering from a "serious health condition" as defined in Article 18 - Leaves of Absence, Section B.1.d.; or
- c. Sick leave granted under this section may be used to offset unpaid Family Care and Medical Leave granted pursuant to Article 18 - Leaves of Absence.

**4. Bereavement**

Sick leave for bereavement purposes may be used as follows:

- a. Up to five (5) days of accumulated sick leave per occurrence may be used when attendance is required due to the death of the employee's parent, spouse, same or opposite sex domestic partner, children, brother, sister, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step-relatives; or any other person for whom the employee has a personal obligation who is residing in the employee's household.
- b. In the event an employee has a personal obligation for a person other than someone in Section B.4.a. above, the employee shall be permitted to use up to five (5) days of accrued sick leave per calendar year for funeral attendance/bereavement.

**5. Illness While on Vacation**

If, while on vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, the employee may use accumulated sick leave for that personal illness. Sick leave may not be used for illness of a family member during the employees' vacation.

**C. SICK LEAVE PAY**

Sick leave is paid at the employee's straight-time rate of pay including any shift differential, provided that the employee would have been expected to work that shift or shifts if not on sick leave.

**D. SICK LEAVE NOTIFICATION AND VERIFICATION**

1. No sick leave pay shall be payable to an employee unless the employee's immediate supervisor or designee is notified of the illness/disability and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's work day except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee. Subsequent to an employee's notice of illness/disability, no time for which the employee has requested and/or received sick leave authorization may be charged to accumulated/anticipated compensatory time, leave with pay, vacation, or holiday time, except as provided in Article 18 - Leaves of Absence.
2. Any employee who anticipates a series of three (3) or more medical appointments which will require a repeated use of sick leave, or who knows in advance the date and/or time of scheduled appointments, shall inform his or her immediate supervisor of the anticipated or known schedule of treatment.
3. The University may require reasonable documentation of an employee's sick leave absence when an absence exceeds three (3) consecutive scheduled days of work, or for shorter periods when:
  - a. it appears to be justified and,
  - b. notice has been provided to the employee prior to his or her return to work, that documentation will be required, or
  - c. the employee has been given advance written notice that documentation will be required.
4. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized.
5. When medical documentation is required by the University, it shall be from a health practitioner licensed by the state in which he or she practices to diagnose and certify illness or disability or from an authorized representative of a recognized treatment program.
6. The University may have an employee claiming disability examined by a physician or physicians of its choosing, in accordance with Article 18 - Leaves of Absence. The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a physician of its choosing on the employee's work time.

7. When the University has determined that an employee's repeated use of sick leave is abusive, and has given the employee prior written notice that accrued sick leave use may be denied on future instances of illness, such employee may be denied the ability to use his or her accrued sick leave when absent due to illness.

**E. TRANSFER AND REINSTATEMENT OF SICK LEAVE**

1. **Transfer/Promotion/Demotion to positions covered by this Agreement**
  - a. An employee transferred, promoted, or demoted without a break in service to a position that does accumulate sick leave shall have any accumulated sick leave transferred.
  - b. An employee transferred, promoted, or demoted to a position that does not accumulate sick leave shall have his or her accumulated sick leave held in abeyance. If the employee subsequently moves without a break in service to a position which does accumulate sick leave, the previously accumulated sick leave shall be restored.
  - c. An employee who has been laid off and is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all sick leave accumulated from prior service reinstated.
2. **Reemployment in positions covered by this Agreement**
  - a. An employee reemployed from University service or State of California service into the bargaining unit after a break in service of less than fifteen (15) calendar days shall have all sick leave accumulated from prior service reinstated if the new position is one which accumulates sick leave.
  - b. An employee reemployed in this bargaining unit after a break in service of more than fifteen (15) calendar days but less than six (6) months shall have sick leave accumulated from prior service up to a maximum of eighty (80) hours reinstated. For purposes of this Section E.2. only, "sick leave accumulated from prior service" includes sick leave accumulated in State of California service.
3. **Transfer/Promotion/Demotion to positions not covered by this Agreement**
  - a. An employee who is transferred, promoted, or demoted into a position not covered by this Agreement shall have the accumulation, use, and transfer of sick leave governed by the policies and/or contract covering employees in that unit or personnel program.
  - b. This Article shall apply to employees with split/multiple appointments in accordance with the provisions of Article 23 - Multiple Appointments.

**F. CONVERSION OF SICK LEAVE ON RETIREMENT**

Upon retirement, members of the University of California Retirement System shall have their accumulated sick leave converted to retirement service credit at the rate authorized by the University of California Retirement System for each day of unused accumulated sick leave.

**G. CATASTROPHIC LEAVE**

When the University implements a catastrophic leave program at a campus/hospital/LBNL, or a department at any of these locations, the provisions of the program shall apply equally to eligible employees covered by this Agreement in accordance with local campus/hospital/LBNL procedures.

**H. LAWRENCE NATIONAL BERKELEY LABORATORY (LBNL)**

**Sick Leave (supersedes section B.1.d. of the Sick Leave article in the RX contract for exempt employees at the Lawrence Berkeley National Laboratory only):**

Except as provided in the Leaves of Absence article, records of sick leave used shall be recorded in half-day increments only by exempt employees on full time status. For exempt employees on less than full time status, records of sick leave used shall be recorded in increments of not less than one hour. When an exempt employee has exhausted all accrued sick leave, salary shall not be reduced for absences of less than one full day or less than that portion of a day during which an employee on less than full-time pay status is normally scheduled to work.