

ARTICLE 16

ARTICLE 16 LEAVES OF ABSENCE

Section A. Eligibility.

Employees shall have the right to request a leave of absence without pay in accordance with the provisions of this Article after the completion of 1040 hours of satisfactory service or as otherwise provided in this Article.

Section B. Request Procedure.

Any request for a leave of absence without pay shall be submitted in writing by the employee to the employee's immediate supervisor or Personnel Office at least, except under emergency circumstances, thirty (30) calendar days in advance of the proposed commencement of the leave of absence being requested.

Requests for a leave of absence shall be answered without undue delay and within twenty (20) working days.

Section C. Approval.

Except as otherwise provided in this Agreement, employees may be granted a leave of absence without pay at the discretion of the Appointing Authority. The Employer shall consider its operational needs, the employee's length of service, performance record and leave of absence history in reviewing requests for a leave of absence which are discretionary under this Article. Appointing Authority determinations under this Section shall not be arbitrary, discriminatory or capricious.

Except as may be otherwise provided in this Agreement, an employee may elect to carry a balance of annual leave during a leave of absence. Such leave balances shall be made

available to the employee upon return from a leave of absence but may be utilized only with prior approval of the Appointing Authority.

Payment for annual leave due an employee who fails to return from a leave of absence shall be at the employee's last rate of pay.

1. Educational Leaves of Absence.

The Employer may approve an individual employee's written request for a full-time educational leave of absence without pay for an initial period of time up to two (2) years to work toward an Associates Degree or a Baccalaureate Degree and/or any advanced degree. To qualify for such an educational leave, the employee must be admitted as a full-time student as determined by the established requirements of the educational institution relating to full-time status. Before the leave of absence can become effective, proof of enrollment must be submitted by the employee to his/her Appointing Authority. At the request of the Employer, the employee shall provide evidence of continuous successful full-time enrollment in order to remain on or renew such leave. Such education shall be directly related to the employee's field of employment. Such employee may return early from such a leave upon approval by the Employer. The Employer shall approve or deny the request for leave of absence in accordance with Section B. of this Article. Any denial shall include a written explanation of the denial, if requested by the employee.

The Employer may approve a leave of absence for an additional educational purpose under the conditions described in this Section.

Employees may also request approval for an educational leave for education which is not directly related to the employee's field of employment. Employees granted a leave of absence under this provision shall not have return rights upon expiration of the leave and shall be so

ARTICLE 16, Section C

advised before going on the leave, however, upon written request, they shall be entitled to have their name placed on the Departmental Recall List in accordance with Article 12 provided such request is made within four (4) years of the commencement of the leave. Employees recalled under this provision shall not have such time treated as a break in service.

2. Family and Medical Leave Act.

Under the provision of the Federal Family and Medical Leave Act (FMLA) upon request, an employee who has been employed by the Employer for at least twelve (12) months and worked 1,250 hours during the previous twelve month period, is entitled to a combined total of twelve work weeks of FMLA leave in a twelve month period for all qualifying leave types (including medical, parental and family care leaves). A twelve month period is as defined in the FMLA Letter of Understanding accompanying this Agreement.

a. FMLA Leaves.

Leave entitlement under the provisions of the Federal Family and Medical Leave Act will be granted to eligible employees for:

- Care for the employee's newborn or recently adopted child.
- Care for a foster child placed with the employee.
- To care for the employee's spouse, parent or child with a serious health condition.
- For the employee's own serious health condition.

When an eligible employee takes time off from work for an FMLA leave, the amount of unpaid time off for such leave will count towards the employee's unpaid leave of absence guarantees contained in Article 16, Medical

Leave, and Article 50, Parental and Family Care Leave.

b. Use of Leave Credits.

Eligible employees may request to use accrued leave credits to substitute for unpaid FMLA leave in accordance with this Section and Article 39, Annual Leave and Article 40, Sick Leave of this Agreement.

1. Sick Leave

An employee must deplete accrued sick leave credits before commencing an unpaid medical leave for the employee's own serious health condition, or family care leave for the serious health condition of the employee's spouse, parent, or child.

2. Annual Leave and Personal Leave.

An employee may request the use of accrued annual and personal leave credits to substitute for unpaid medical, parental, and family care leaves.

c. Intermittent or Reduced Work Schedules.

An employee may request an intermittent or reduced work schedule in accordance with the provisions of the FMLA. The Employer may temporarily reassign the employee requesting the intermittent or reduced work schedule when necessary to accommodate the leave in accordance with Article 13, Section B.7.

d. Second or Third Health Care Provider Opinions.

The Employer may require the employee to obtain a second or third medical opinion for the serious health condition of the employee or the employee's spouse, parent, or child, at the Employer's expense in accordance with the procedures in this Article, Medical Leaves of Absence.

e. Insurances.

Continuation of an employee's coverage under the Group Health Plan will be in

ARTICLE 16, Section C

accordance with the Federal Family and Medical Leave Act.

f. Return to Work.

An employee's return to work at the expiration of an FMLA leave will be in accordance with Section D of this Article. Prior to returning to work from a FMLA leave for the employee's own serious health condition, the employee may be required to present a fitness for duty medical certification.

3. Medical Leaves of Absence.

Upon depletion of accrued sick leave, an employee, upon request, shall be granted a leave of absence including necessary extensions for a period of up to six (6) months upon providing required medical certification, for personal illness, injury or temporary disability necessitating his/her absence from work if that employee is in satisfactory employment status.

This guarantee shall only apply when the employee has had less than six (6) months medical leave of absence within the preceding five (5) years. Time off on medical leave of absence due to pregnancy shall not be counted against the guarantee. Up to twelve (12) work weeks of unpaid medical leave may count towards an eligible employee's FMLA leave entitlement. An employee whose leaves including any extensions totals less than six (6) months during the five (5) year period shall be granted a subsequent leave(s) up to a cumulative total of six (6) months within such five (5) year period. In all other cases an employee may be granted such leave for the above reasons. Such leave may be granted for a period of up to six (6) months upon providing required medical information. The employee's request shall include a written statement from the employee's physician indicating the specific diagnosis and prognosis necessitating the employee's absence

ARTICLE 16, Section C

from work and the expected return to work date. Employees with twenty (20) years or more of continuous service shall be granted up to an additional six (6) months of medical leave of absence beyond the guarantee as referenced above.

Where the Employer has reason to doubt the validity of the certification provided by the employee as part of his/her initial request or extension, the Employer reserves the rights to have the employee examined by a health care provider selected and paid for by the Employer. The Employer may not select a health care provider who it employs on a regular basis, with whom it regularly has a contract, or who it otherwise utilizes for furnishing second opinions, unless the Employer is located in an area where access to health care is extremely limited.

If the opinions of the health care providers differ, the Employer may require that the employee obtain a third opinion, at the Employer's expense, from a health care provider agreed upon by the Employer and employee to be selected from a list of health care providers established by the Joint Health Care Committee from a list of specialists provided by the appropriate Local or State Professional Medical Association. This opinion is final and binding on the Employer, the employee and the Union.

The Employer, in considering requests for leaves outside of the guarantee provided above, shall exercise discretion based on the circumstances related to the leave request on a case by case basis. Request for medical leaves of absence after return from injury or illness due to complications and/or a relapse shall be considered as a medical leave extension request provided that this type of extension is requested within 60 days of return from original leave.

Prior to returning to work from a medical leave of absence, the employee will be required

ARTICLE 16, Section C

to present a fitness for duty medical certification from his/her health care provider.

Employees who have completed an initial probationary period, and are in satisfactory employment status, who are providing the information as required by this Article, are subsequently not granted a medical leave of absence, shall upon providing medical certification of the employee's ability to return to their regular job responsibilities, be entitled upon request to have their name placed on the Departmental Recall List in accordance with Article 12 provided that such medical certification is presented within two (2) years of the date of medical layoff. Such employees shall be considered as laid off with recall rights as described in this Section.

Employees recalled under this provision shall not have such time treated as a break in service.

4. Military Leave.

Whenever an employee enters into the active military service of the United States, the employee shall be granted a military leave as provided under Civil Service Rules and Regulations and the applicable federal statutes.

5. Leave for Union Office.

The Employer shall grant requests for leaves of absence to employees in these Representational Units upon written request of the Union and upon written request of the employee, subject to the following limitations:

a. The written request of the Union shall be made to the employee's Appointing Authority and shall indicate the purpose of the requested leave of absence.

b. If the requested leave of absence is for the purpose of permitting the employee to serve in an elective or appointive office with the Union, the request shall state what the office is, the term of such office and its expiration date. This leave

may cover the period from the initial date of election or appointment through the expiration of the term of office.

c. If the requested leave of absence is for the purpose of permitting the employee to serve as staff representative for the International Union, such leave shall be for the duration of this Agreement and renewable thereafter. Upon return, he/she shall be reinstated at work in line with seniority status in the classification in which he/she was engaged last prior to leave of absence. Seniority shall accumulate throughout the period of his/her leave of absence.

6. Waived Rights Leave of Absence.

The employee may request a waived rights leave of absence of up to one (1) year in those situations when an employee must leave his/her position for reasons beyond his/her control and for which a regular leave of absence is not granted. For purposes of a waived rights leave of absence, the employee is not required to complete 1040 hours of satisfactory service. Under such requests, the privacy of the employee will not be violated. Employees do not have the right to return to State service at the end of a waived rights leave of absence but will have the continuous nature of their service protected, provided they return to work prior to the expiration of such leave. All requests for a waived rights leave of absence must be made to the employee's Appointing Authority in writing specifying the reason for the request. An employee granted a waived rights leave of absence may not carry any annual leave balance during such leave. The employee shall receive and be required to sign a written explanation containing the following statement of conditions for a waived rights leave of absence:

"I understand that this leave is granted for the sole purpose of protecting my continuous

ARTICLE 16, Section C

service record and I waive all rights to return to employment at the expiration of the leave."

Section D. Return From Leave of Absence.

1. An employee returning from an approved leave of absence of one (1) year or less (other than a waived rights) will be restored to an equivalent position in the employee's same classification and previous work site.

2. An employee returning from an approved leave of absence of more than one (1) year (other than a waived rights) will be restored to a position in the employee's same classification and previous work location.

a. Where there is more than one (1) work site in a work location, the Employer will make a good faith effort to return the employee to their former work site or to as close a work site as possible.

3. An employee's request for an earlier return to work prior to the expiration of the approved leave (other than waived rights) shall be granted upon written request to the Appointing Authority. Such request shall be honored as soon as administratively possible but no later than seven (7) calendar days from receipt of the written request. When an employee requests an earlier return to work, prior to the expiration of an approved medical leave of absence, the employee shall present a fitness for duty medical certification to the Appointing Authority with the written request.

a. For an employee who is approved to return early, the provisions of 2.a. above will apply.

4. It shall be the responsibility of the employee to contact his/her immediate supervisor as soon as possible but no later than five (5) week days prior to the scheduled expiration date

ARTICLE 16, Section D

of the leave if the employee intends to request an extension of the leave.

5. The Employer shall grant an employee's request for an intermittent or reduced work schedule in accordance with the Family and Medical Leave Act and Article 13.

6. An employee with temporary restrictions which can be accommodated, shall be returned to work provided there is work which he/she can perform within their classification.

Failure of the employee to report to work at the expiration of the leave shall constitute a voluntary separation after the third work day on the part of the employee.