

ARTICLE 17 – LEAVES OF ABSENCE

Section 1. Medical Leave/Family Leave/Childbirth/Adoption. The University will grant an ASE's reasonable request for leave of absence for appropriate duration due to:

- A. personal illness and/or disability;
- B. care of a family member as defined below in Section 2, childbirth, or adoption;
- C. bereavement due to the death of a family member as defined in Section 2;
- D. family member's military deployment or service-related injury.

Appropriate documentation may be required for leaves under Section 1 (A) (B) and (C).

Section 2. Definition of Family Member. Family member is defined as the employee's spouse or same or opposite sex domestic partner, child, parent, grandparent, grandchild, sibling. Family member also includes individuals in the following relationships with the employee's spouse or domestic partner: child, parent and grandparent. "Child" also includes a child of a legal guardian or de facto parent, regardless of age or dependency status and those to whom the employee is "in loco parentis" or "de facto" parent as well as a child of a legal guardian or de facto parent. Parent and Parent in-law also includes de facto parent foster parent, stepparent, or legal guardian.

Section 3. Sick Leave Usages and Accruals for Salaried ASEs.

- (1) Sick Leave Use: Sick leave shall be allowed an employee under the following conditions. The Employer will not require verification for absences of less than 3 consecutive work days. Such verification or proof may be given to the supervisor/manager or Human Resources according to departmental policy.
- a) Because of and during illness, disability or injury which has incapacitated the employee from performing required duties.
 - b) By reason of exposure of the employee to a contagious disease during such period as attendance on duty would jeopardize the health of fellow employees or the public.
 - c) Because of a health condition of a family member that requires treatment or supervision or that requires the presence of the employee to make arrangements for extended care. The Employer may authorize sick leave use as provided in this subsection for other than family members. The applicability of "emergency," "necessary care" and "extended care" shall be made by the Employer.
 - d) To provide emergency child care for the employee's child.
 - e) Because of a family member's death that requires the assistance of the employee in making arrangements for interment of the deceased.
 - f) For personal medical, dental, or optical appointments or for family members' appointments when the presence of the employee is

required, if arranged in advance with the employing official or designee.

- g) For the suspension of operations when the employee's workplace has been closed by a public health official for any health related reason.
- h) When the employee's child's school or day care has been closed by a public health official for any health related reason.
- i) For reasons related to domestic violence, sexual assault or stalking that affect the employee, the employee's family member or a person with whom the employee has a dating relationship.
- j) For condolence or bereavement.

The period of paid sick leave under Section 2 (1)(a-i) shall generally be no more than seven (four hour) days per year for an ASE whose appointment is 50% FTE for the academic year or longer.

Section 4. Sick Leave Accrual and Usage for Hourly ASEs.

Hourly ASEs are eligible for paid sick leave as covered in Section 3(1)(a-i). The accrual rate will be one (1) hour for every 40 hours worked (0.025 per hour). Sick leave accrues at the end of the month and is available for use the following month. Employees may only carryover a maximum of forty (40) hours of accrued sick leave each calendar year. Accrued sick leave is not paid at separation.

Hourly ASEs can use sick leave in accordance with Section 3(1)(a-i).

If changes to federal or state law occur during the life of the contract, the parties will meet and confer as the law requires.

Section 5. Unpaid Leave. Unpaid leave may be granted for periods beyond the terms of leaves in Section 3, but shall not exceed the end of the appointment period. These leaves may be paid (in whole or in part) for reasons as defined in Section 1 and at the sole discretion of the Department or Hiring Unit. An ASE whose appointment is 50% FTE for the academic year or longer shall be eligible to use up to twelve (12) weeks of unpaid leave, during which the University shall provide health insurance coverage, for circumstances identified in Section 1 (A) and (B). For ASEs who are employed for fewer than three quarters, the amount of unpaid leave as covered under Section 1 (A) and (B) will be prorated. ASEs shall not be required to register for any tuition credits during their leave period. During the leave period the ASE will continue to be responsible for their portion of the dependent coverage premium.

Section 6. Child Care Emergency. A child care emergency is defined as a situation causing an employee's inability to report for or continue scheduled work because of emergency child care requirements such as unexpected absence of regular care provider, unexpected closure of the child's school, or unexpected need to pick up child at school earlier than normal. ASEs shall be authorized to use paid sick leave (as specified in Section 2 above) for child care emergencies.

Section 7. Coverage During Leave. In order to ensure proper coverage, it is the responsibility of the ASE to contact the appropriate faculty member or other supervisor in advance of the leave, unless not possible. If applicable, such notification will include appropriate medical documentation and projected return date. While it is the University's responsibility to make alternative arrangements to cover the assignment, the ASE will assist as reasonably possible.

Section 8. Military Leave. An ASE shall have those rights provided by law for military leave.

Section 9. Jury Duty. An ASE shall not have any reduction of stipend or pay due to jury duty service, or if subpoenaed to serve as a witness in a legal proceeding in which the ASE is not a party to the dispute. To the extent permitted by law, an ASE shall request a postponement of jury service if requested to do so by their department or program. An ASE shall advise their supervisor of their receipt of notice for jury service as soon as reasonably possible.

Section 10. Other Leaves. The determination of whether to approve other requests for an unpaid leave shall be made by the University.

Section 11. Appropriate usage of any of the above leaves shall have no impact on decisions concerning re-appointment or transfer of an ASE.

Section 12. Leave Without Pay for Reasons of Faith or Conscience

Leave without pay will be granted for reasons of faith and/or conscience for up to two (2) workdays per year as provided below:

- a) Leave without pay will be granted for up to two (2) workdays per calendar year for reasons of faith and/or conscience and/or an organized activity conducted under the auspices of religious denomination, church (or other religious organization), or other organizations of conscience. Leave without pay may only be denied if the employee's absence would impose an undue hardship on the Employer as defined by Chapter 82-56 WAC or if the employee is necessary to maintain public safety.
- b) The Employer will allow an employee to use a personal holiday (if eligible per Article 10, Section 2), or vacation leave in lieu of leave without pay. All requests to use a personal holiday or vacation leave must indicate that the leave is being used in lieu of leave without pay for a reason of faith or conscience.
- c) Personal Holidays may only be used in eight (8) hour increments (or pro-rated hours based on FTE).
- d) Employees will only be required to identify that the request for leave is for a reason of faith or conscience.