

ARTICLE 17
LEAVES FOR UNION BUSINESS

A. GENERAL PROVISIONS

1. Employee Eligibility for Leave

For each campus/hospital/LBNL with more than five hundred (500) bargaining unit employees the University shall grant no more than two (2) non-probationary, career employees, bargaining unit representatives (522 days) paid reimbursed leave or reduction in time for union business per calendar year without loss of compensation. For each campus/hospital/LBNL with less than or equal to five hundred (500) bargaining unit employees the University shall grant no more than one (1) non-probationary, career employee, bargaining unit representative (261 days) paid reimbursed leave or reduction in time for union business per calendar year without loss of compensation. However, only one employee shall be released per department per leave. The University may postpone the leave when it can demonstrate compelling business needs.

2. Pay Status

During the paid reimbursed leave, the employee shall be paid by the University and shall continue to accrue service credit; and shall retain all benefits to which the employee was entitled prior to the start of the leave. Employee benefit contributions will continue to be deducted during the leave.

- a. During the paid reimbursed leave, the employee shall be eligible for increases in accordance with campus practices.
- b. Any leave granted in accordance with this section shall not constitute a break in service.
- c. During the paid reimbursed leave, the employee shall not be eligible for Workers Compensation benefits arising out of an injury occurring during the leave from the University. While on paid reimbursed leave, University employees shall be covered by UPTe's Workers Compensation carrier.

3. Union Reimbursement

The Union shall reimburse the University for actual costs of employee compensation, including salary plus all benefits paid to the employee for the time the employee is on leave without loss of compensation. The Union shall submit payment to the University within thirty (30) days of

receipt of confirmation of payment to the employee. The University has the right to terminate the leave if the Union fails to provide timely payment.

4. Long-Term Leave of Absence

Upon at least thirty (30) calendar days advance written request to the local Labor Relations office from UPTE and the employee, no more than one (1) non-probationary, career employee, bargaining unit representative per department per campus/hospital and LBNL shall be granted a leave of absence to engage in Union business pursuant to A.1. above. The duration of the leave of absence shall be specified at the time the employee commences the leave. No such leave shall be granted unless the written request specifies the duration of the leave.

- a. Such leaves of absence shall be for a period of not less than thirty (30) calendar days. In no situations shall the leave of absence be granted for a period of more than three (3) years.
- b. The University, due to operational requirements, may postpone the date such leave of absence is scheduled to begin.

5. Short-Term Leave

Subject to operational considerations, upon at least thirty (30) calendar days written request to the local Labor Relations office from UPTE and the employee, no more than one (1) non-probationary, career employee, bargaining unit representative per department per campus/hospital and LBNL, pursuant to A.1. above, will be granted a leave of absence for union business for not less than two (2) days and not longer than twenty-nine (29) days. Requests for this short-term leave shall not be unreasonably denied.

6. Reduction in Time

The University will approve requests from employees for temporary reductions in time for up to three (3) calendar years for union business. No more than one (1) non-probationary, career employee, bargaining unit representative per department per campus/hospital and LBNL shall be granted a reduction in time to engage in Union business, pursuant to A.1. above. Requests for reduction in time will not be unreasonably denied.

7. Attendance at Local Union Meetings

Upon seven (7) calendar days advance written notice to her/his supervisor, local union officers and local employee representatives included on the list provided to the University by UPTE, as set forth in

Section B.2. of Article 1 - Access, shall be granted time off without pay or, at the employee's option, such time would be charged to accrued compensatory time off or accrued vacation time, to attend local union meetings. Approval for such leave shall not be granted for a period to exceed four (4) hours and such approval shall not be granted to any individual employee more than once per month. The supervisor may grant additional time over four (4) hours on a case-by-case basis. The granting of such approval to local employee representatives and officers shall be subject to the operational needs of the University and may be granted to one (1) or more but not necessarily all such employees on the same shift in the same operational area. Such approval shall not be unreasonably denied.

B. RETURN FROM LEAVE

The University shall not be required to return an employee on a leave of absence for union business prior to the return date specified at the start of the leave.

1. For leaves longer than sixty (60) days, at least forty-five (45) calendar days prior to the completion of the long-term leave of absence, the Union shall notify the University of the employee's intent to return to the University's employ and the employee shall likewise so advise the University. For long-term leaves of sixty (60) days or less, at least fifteen (15) days' notice shall be required if the requested return date is other than the return date specified at the start of the leave.
2. Upon return, the employee shall be placed in the same position from which the employee took the leave of absence and at the rate of pay which would place the employee at the same relative position in the range for the position as that range exists when the employee returns. Placement of the employee in his/her previous position shall be consistent with staffing reductions and/or layoffs which may have occurred during the period of the paid reimbursed leave.