

ARTICLE 19
LEAVE WITHOUT PAY

19.1 LEAVES OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay will be considered for reasons listed below and except as otherwise provided for in this Agreement, will be administered in accordance with the provisions of this Article:
1. Maternity Disability Leave
 2. Parental Leave
 3. Disability Leave
 4. Reasonable Accommodation
 5. Layoff and Recall
 6. Educational leave
 7. Child and elder care emergencies
 8. Governmental service leave
 9. Conditions applicable for leave with pay
- B. Leave without pay will be granted for the following reasons:
1. Family and Medical Leave Act (FMLA)
 2. Compensable work-related injury or illness leave
 3. Military Leave
 4. Cyclic Employment
 5. Volunteer Fire Fighting Leave – Emergencies
 6. Domestic Violence Leave
 7. Family Military Leave
 8. Formal collective bargaining leave as authorized by RCW 41.80
- C. **Limitations**
1. Leaves of absence without pay will be limited to twelve (12) months. The University will consider and may grant requests to extend such leave beyond a twelve (12) month period. Except as otherwise provided for in this Agreement, employees will use appropriate accrued paid leave balances including compensatory time prior to going into a leave of absence without pay status as outlined in Section 19.1.A; the Chief

Human Resource Officer may waive this requirement. However an employee granted a leave of absence without pay under the provisions of the FMLA may use any combination of accrued leaves, compensatory time, and leave without pay to maintain University sponsored employee benefits during the period of leave of absence.

2. Employees will not earn annual leave for any month in which leave of without pay exceeds eighty (80) hours (prorated for part-time).
3. Employees with leave without pay exceeding eighty hours in a month (prorated for part-time) will earn a monthly accrual of sick leave proportionate to the number of hours in pay status, in the month to that required for full-time employment.
4. Leaves of absence without pay authorized for the following will not be deducted from an employee's seniority:
 - a. leaves of absence without pay of ten (10) working days or less;
 - b. compensable work-related injury or illness leave;
 - c. military leave;
 - d. to reduce the effects of a layoff, provided the employee is returned within one (1) year following the date of layoff;
 - e. to participate in collective bargaining contract negotiations; or to perform Union representational duties.
5. Employee's periodic increment date and anniversary date will not be adjusted for periods of leave without pay.
6. Except as otherwise provided for in this Agreement, requests for leaves of absence without pay will not be granted for less than two (2) hours.

D. **Requests for Leaves of Absence Without Pay**

1. Requests will be made in writing by the employee fourteen (14) days in advance of the leave, unless precluded by emergency conditions or otherwise provided for in this Agreement. The employee's supervisor may waive this requirement. The request will include the beginning and ending date and the purpose of the leave. The University will provide the employee a written approval or denial within five (5) days after the request is received. If denied, the reason(s) will be included.
2. Requests to extend the leave without pay period beyond the initial

approved ending date will be submitted fourteen (14) days prior to the initial approved ending date or as soon as the employee becomes aware of the need to request additional leave without pay, whichever occurs first. The University will provide the employee a written approval or denial within five (5) days after the request is received. If denied, the reason(s) will be included.

- E. **Return from Leaves of Absence Without Pay:** Employees returning from authorized leaves of absence without pay will be re-employed in the same position or in an available position in the same job classification, as determined by the University, provided that there is an open position available and if provided that such re-employment is not in conflict with other Articles in this Agreement. If there is no open position available and if such re-employment is not in conflict with other Articles in this Agreement, the layoff provisions of this Agreement shall apply.
- F. **Compensable Work-Related Injury or Illness Leave:** An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation or Loss of Earning Power (LEP) compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss or LEP compensation will receive sick leave pay for the number of hours used in addition to any time-loss or LEP payments. Employees who take annual leave during a period in which they receive time-loss or LEP compensation will receive annual leave pay for the number of hours used in addition to any time- loss or LEP payments. Leave for a work-related injury, covered by workers' compensation will run concurrently with the FMLA.