

***Note: This information is based on the 2014-June 30, 2020 Faculty Collective Bargaining Agreement**

Leaves of Absence Without Pay, Personal and Professional

Article 22 of the Unit 3 (Faculty) Collective Bargaining Agreement

Eligibility

- o Full-Time Faculty Unit Employees (temporary, probationary, and tenured)
- o Less than full-time tenured faculty unit employees (excluding FERP faculty with one exception)
- o Less than full-time (part-time) temporary faculty unit employees **

Duration

- o Initial leave may be for up to two years
- o Extensions may be for up to one year at a time
- o **** Maximum of one semester at a time for part-time temporary faculty**

Special Requirements

- o Faculty member shall not return to active pay status prior to the expiration of the leave without written approval from the President.
- o Faculty member shall notify the appropriate administrator no later than April 1 of his/her intent to return to duty at the beginning of the Academic Year or no later than October 1 of his/her intent to return to duty at the beginning of the Spring Semester.

APPLICATION PROCESS

- o The application is available from the Faculty Affairs website
- o Faculty Member submits application to Department Chair for recommendation
- o Department Chair forwards application to College Dean for recommendation
- o College Dean forwards application, with recommendations, to Faculty Affairs for approval
- o Faculty Affairs notifies faculty member, department, and college of final decision.

HEALTH BENEFITS WHILE ON LEAVE WITHOUT PAY

- o Faculty members on Leave Without Pay for more than 50% of full-time lose benefit coverage.
- o Arrangements can be made through the Benefits Office to direct pay premiums (employee must pay their share plus the State share) in order to continue benefit coverage while on Leave Without Pay.

CalPERS SERVICE CREDIT

Faculty who may be considering retirement at the close of an academic year should be alerted to coordinate their official retirement date with the retirement system and the campus. One year of service credit is earned for 10 pay periods of service during a fiscal year. Those on leaves of absence without pay during July and August must, after their return in September, complete 10 full pay periods on payroll status to earn a full year of service credit for that academic year. Those who may be affected should be reminded to schedule their retirements on or after July 1, rather than the day following the close of the academic year. (adapted from HR 2006-08)

PERSONAL LEAVES WITHOUT PAY

- May be for the following purposes:
 - Unpaid sick leave
 - Outside employment
 - Other personal reasons, including but not limited to parental, or family care leave
- Tenure-Track faculty on Personal Leaves Without Pay do not accrue service credit toward sabbatical eligibility, difference-in-pay eligibility, or service salary increase eligibility. Personal Leaves Without Pay will not change or impact a tenured faculty member's Seniority Date (Article 38.24). While on leave without pay, temporary faculty retain their rights to careful consideration, entitlements, and the same or higher salary upon return to active status.
- Faculty members on Personal Leaves Without Pay do not accrue service credit toward CalPERS retirement.

PROFESSIONAL LEAVES WITHOUT PAY

- May be for the following purposes:
 - Research
 - Advanced study
 - Professional development
 - Other reasons of benefit to the campus
- Faculty members on Professional Leave Without Pay may accrue a maximum of one year of service credit toward the following:
 - Tenure
 - Sabbatical eligibility
 - Difference-in-Pay eligibility
 - Service Salary Increase eligibility

Faculty Members on Professional Leaves Without Pay do not accrue service credit toward CalPERS retirement. As described in Government Code 21008, faculty members on difference-in-pay leaves or reduced pay sabbatical leaves earn prorated retirement service credit. Faculty members on full time pay sabbatical leaves receive full credit for retirement service. If the faculty member retires within 12 months of his or her return from Sabbatical or Difference-in-Pay Leave and received a reduced salary while on leave, his or her retirement calculation will be based on the reduced salary, not the full-time rate of pay. Therefore, the retiring faculty member may want to delay retirement or identify a different consecutive 12-month period for the determination of his or her highest average compensation.

Leaves of Absence With Pay

Article 23 of the Unit 3 (Faculty) Collective Bargaining Agreement

Paid Bereavement Leave

- o 5-Day Leave of Absence with Pay for each death in the immediate family
 - No distance restrictions

Paid Parental Leave

Parental Leaves are referenced in Articles 23.4-23.6 of the Faculty Collective Bargaining Agreement (CBA). There is a maximum of thirty (30) consecutive work days of parental leave for the reasons specified in provision 23.4 of the Faculty Contract. This leave may be used for reason of the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

- This leave shall commence within a one hundred and thirty-five (135) day period:
 - o beginning sixty (60) days prior to the anticipated arrival date of a new child; and,
 - o ending seventy-five (75) days after the arrival of a new child.

With the revision of the Faculty Contract these Articles allow for flexibility in how parental leaves are implemented. The CSU recognizes that the nature of work carried out by faculty unit employees makes leaves of less than one (1) academic term challenging to accommodate. In order to minimize disruptions of the academic program and impacts on students, the following options are now available for faculty:

- a. Intermittent (non-consecutive workday) Leave. "A bargaining unit employee shall be entitled to a maximum of thirty (30) days of parental leave...Such leave shall be taken consecutively, unless mutually agreed otherwise by the employee and the appropriate administrator. This leave shall commence within a one hundred and thirty-five (135) day period beginning sixty (60) days prior to the anticipated arrival date of a new child and ending seventy-five (75) days after the arrival of a new child." (Article 23.4)
- b. Leave Sharing. "When a faculty unit employee is eligible for a parental leave and his/her spouse or partner is also a faculty unit employee, one spouse/partner may donate all or part of his/her parental leave to the other spouse or partner with the approval of the appropriate administrator(s)." (Article 23.6.a)
- c. Workload Reduction in lieu of parental leave. "Upon request of the faculty unit employee and approval of the appropriate administrator, a faculty unit employee with an academic year appointment may be given a reduced assignment over one academic term in lieu of a thirty (30) day parental leave, as follows: A workload reduction of forty percent (40%) (6 WTUs for one semester)." (Article 23.6.b)

Jury Duty Leave

- o A faculty unit employee who serves on jury duty shall receive his/her regular salary only if s/he remits the amount received for such duty to the CSU.
 - Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, his/her time off for jury duty is not compensable. The employee may elect to use vacation or CTO to cover the time off.
- o A faculty unit employee, upon receipt of initial notification for jury duty, shall promptly notify the appropriate administrator. The faculty unit employee shall notify in writing the appropriate administrator prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the faculty unit employee when requested by the appropriate administrator.