

## CFA Proposal regarding Parental Leave February 4, 2021

Change current Article 23 to:

### Parental Leave

23.4 A bargaining unit employee shall be entitled to a **minimum** ~~maximum~~ of ~~thirty (30) days of one semester or two quarters of~~ parental leave for the reasons specified in provision 22.10 of this Agreement. ~~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. Such leave shall be charged only for workdays in such a period of time and~~ 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.

23.5 A paid parental leave granted in accordance with provision 23.4 runs concurrently with other parental, pregnancy disability and/or family care and medical leave provisions of Article 22, Leaves of Absence Without Pay, and may be supplemented in accordance with the provisions of Article 24, Sick Leave, of this Agreement. Normally, fifteen (15) days of earned sick leave may be charged. A physician's verification of disability shall be required for the use of earned sick leave pursuant to this provision in excess of fifteen (15) days.

### Additional Flexibility

~~23.6 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 available.~~

- ~~a. 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).~~
- ~~b. Reduction in workload 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:
  - ~~i. A workload reduction of forty percent (40%) (6 WTUs) for one semester, or~~
  - ~~ii. A workload reduction of sixty percent (60%) (9 WTUs) for one quarter.~~~~
- ~~c. Upon request of the faculty unit employee and approval of the appropriate administrator, a faculty unit employee with an academic year appointment may combine paid parental leave, sick leave, and unpaid leave in order to take an entire semester or quarter leave. Under this provision, paid leave need not be exhausted before unpaid leave is taken.~~

These provisions do not affect the ability of the faculty unit employee to supplement the parental leave with sick leave in accordance with the provisions of 23.5 and Article 24 (Sick Leave). ~~Provisions 23.6.b and 23.6.c shall also be available to 12-month faculty employees with an Academic Year instructional assignment.~~