

**CFA Proposal #2 – Leaves of Absence With Pay
July 30, 2021**

ARTICLE 23

LEAVES OF ABSENCE WITH PAY

Paid Bereavement Leave

- 23.1 Upon request to the President, a faculty unit employee shall be granted a five (5) day leave of absence with pay for each death in the immediate family.
- 23.2 A leave granted in accordance with provision 23.1 may be supplemented in accordance with bereavement provisions of Article 24, Sick Leave, provisions 24.10(e), 24.11, and 24.12.
- 23.3 The term “immediate family” as used in this Agreement shall refer to the employee’s spouse or domestic partner, parent, grandparent, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, uncle, aunt, stepchild or stepparent of the employee, spouse or domestic partner, and close relative or persons residing in the immediate household of the employee (except domestic employees or roomers). Also included in this definition shall be any minor children or incapacitated individuals for whom the employee has primary responsibility or legal guardianship or conservatorship.

Parental Leave

- 23.4 A bargaining unit employee shall be entitled to a ~~maximum~~ ~~minimum~~ 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.**

Jury Duty Leave

23. 7 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.
23. 8 An hourly faculty unit employee shall be eligible for time off with pay for jury duty only for those hours s/he was scheduled to work.
23. 9 A faculty unit employee, upon receipt of initial notification for jury duty, shall promptly notify the appropriate administrator.
- 23.10 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.

Leave to Vote

- 23.11 A faculty unit employee who would otherwise be unable to vote outside of his/her regular working hours may be granted up to two (2) hours of work time without loss of pay to vote at a general, direct primary, or presidential primary election.
- 23.12 A faculty unit employee shall be required to request such leave time from the appropriate administrator at least two (2) working days prior to the election.

Absence as a Witness

- 23.13 A faculty unit employee serving as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall seek the payment of witness fees. Whenever possible, a faculty unit employee shall confer with the attorney requesting his/her appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 23.14 A faculty unit employee who is absent as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the faculty unit employee does not remit such fees, an amount equal to the fees shall be deducted from the faculty unit employee's salary. No vacation or compensatory time off (CTO) shall be used in such cases.
- 23.15 A faculty unit employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the faculty unit employee while on leave. If the faculty unit employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the faculty unit employee shall be docked for the period of absence.
- 23.16 A faculty unit employee serving as a court-subpoenaed witness on a holiday or while on vacation or on CTO shall serve on his/her own time.
- 23.17 A faculty unit employee who is serving as a witness under subpoena at governmental administrative hearings to which the CSU is a party shall be provided with release time for appearance at the hearing.
- 23.18 A faculty unit employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The faculty unit employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the faculty unit employee shall be docked for the period of absence.

Emergency Leave

23.19 An emergency leave with pay may be granted to a faculty unit employee by the President in the event of a natural catastrophe or an emergency situation that places the health or safety of the faculty unit employee in jeopardy. The President may also grant emergency leave to faculty unit employees who require leave due to violent crimes, domestic violence, and/or sexual assault. Such leaves shall normally be of short duration.

Military Leave

23.20 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.