

ARTICLE 22

LEAVES OF ABSENCE WITHOUT PAY

- 22.1 Faculty unit employees shall be eligible to submit a written application for a leave of absence without pay in accordance with this Article.
- 22.2 A temporary faculty unit employee who is granted a leave under this provision shall maintain any rights under provisions 12.3, 12.7, 12.9, 12.10, 12.12 and 12.13 in the same manner as if that employee had taught their scheduled courses rather than taking a leave. Faculty who replace the temporary faculty member during the leave period will not accrue rights under provisions 12.3, 12.7, 12.9, 12.10, 12.12 and 12.13 for work performed as a replacement for the temporary faculty employee on leave.
- 22.3 An eligible faculty unit employee may be granted a leave of absence without pay for a specific purpose and length of time, such as one (1) quarter, two (2) quarters, one (1) semester, or one (1) year, or shorter periods of time. Leaves of absence without pay may be granted for up to two (2) years. An extension of such leave may be granted for up to one (1) year at a time.
- 22.4 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the appropriate administrator. The eligible faculty unit employee shall receive a written response regarding granting or denial of the leave. If a professional leave is granted, the response shall include the reason(s) for granting the leave and any conditions of such a leave. If a professional leave is denied, the response shall include the reason(s) for the denial.
- 22.5 A faculty unit employee on a leave of absence without pay for more than fifteen (15) working days may opt to continue their health and dental benefits at their own expense. An employee on a leave of absence without pay for fifteen (15) working days or less shall receive health and dental benefits as provided by the CSU in the same manner as when the employee was on pay status. However, if the employee's payroll warrant amount is insufficient to cover payroll deductions necessary to cover or continue health and dental insurance premium payments above the CSU contribution, the employee shall be responsible for direct payment of the total premium (employer and employee share) amount to the respective carrier in accordance with the existing procedures for direct payment.

- 22.6 A faculty unit employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the President.
- 22.7 A faculty unit employee on a leave of absence without pay shall notify the appropriate administrator no later than April 1 of their intention to return to duty at the beginning of the academic year or no later than October 1 of their intention to return to duty at the beginning of the Spring term or Winter quarter.

#### Personal Leaves of Absence Without Pay

- 22.8 Personal leaves of absence without pay may be granted by the President. A personal leave of absence without pay may be for purposes of unpaid sick leave, outside employment, parental, family care leave, or other purposes of a personal nature. Faculty unit employees on a personal leave without pay shall not accrue service credit toward sabbatical eligibility, difference in pay eligibility, service salary increase eligibility, or seniority except as provided in provisions 22.22 and 22.23 of this Article.
- 22.9 Family care and medical leave shall refer to a leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, to care for **an employee's** child, parent, spouse, ~~or~~ domestic partner, **sibling of the employee, or a Designated Person\***, who has a serious health condition, or for the employee's own serious health condition. Family care and medical leave shall be pursuant to provisions 22.13 through 22.23 of this Article.
- 22.10 Parental leave shall refer to a leave for the purpose of a parent preparing for the arrival and the care of a new child. A parental leave shall not constitute a break in service.
- 22.11 A tenured or probationary faculty unit employee shall be entitled to a parental leave without pay for up to twelve (12) months, subject to the conditions of provision 22.19 of this Article. This leave shall satisfy the family care and medical leave requirements of tenured or probationary faculty unit employees for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, or to care for a child who has a serious health condition. Upon request of the employee, the President may grant an extension of parental

leave.

- 22.12 The President shall determine whether a personal leave of absence without pay constitutes a break in service, except for such leaves granted pursuant to provisions 22.9, 22.10 and 22.11 of this Article. The President shall inform the faculty unit employee of their determination at the time the leave is granted.
- 22.13 An employee who has at least twelve (12) months or two (2) semesters or three (3) quarters of service is entitled to a family care or medical leave without pay.
- 22.14 Eligible employees may take up to a total of twelve (12) weeks of family care or medical leave in a twelve (12) month period, including any periods of absence with pay for family leave purposes.
- 22.15 For family leave taken for reason of the birth, adoption or foster care of a child by an employee, any leave taken shall be initiated within one (1) year of the birth of a child or placement of a child with the employee in the case of adoption or foster care.
- 22.16 Before granting a family leave for the serious health condition of a child, parent, ~~or~~ spouse, **domestic partner, sibling, or Designated Person**, the President may require certification of the serious health condition from the health care provider.
- 22.17 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent, ~~or~~ spouse, **domestic partner, sibling, or Designated Person**, the President may require the employee to obtain re-certification if additional leave is requested.
- 22.18 An employee may use accrued sick leave during the period of family leave upon mutual agreement between the employee and appropriate administrator, and the use of such sick leave during the period of family leave shall not be limited to forty (40) hours as required in provision 24.13 of the Agreement. The use of sick leave shall be in accordance with the appropriate provisions of Article 24 of this Agreement.

- 22.19 Family care or medical leave is separate and distinct from the right of an employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If an employee takes part or all of the maximum four (4) months of pregnancy disability leave, they may request up to twelve (12) additional weeks of family care or medical leave for reason of the birth of their child, or due to their own serious medical condition. Any combination of family care or medical leave and pregnancy disability leave shall run concurrently with the period of parental leave available to a tenured or probationary employee pursuant to provision 22.11 of this Article.
- 22.20 An employee shall provide the President with reasonable written notice of the need for family leave as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as possible will be provided. In cases of emergency, when no advance notice is possible, written notice of the need for leave shall be provided within five (5) working days of learning of the need for the leave.
- 22.21 If the employee's need for family leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent, ~~or spouse,~~ **domestic partner, sibling, or Designated Person** with a serious health condition, the employee shall provide the President with not less than fourteen (14) days notice of the need for the leave. The employee shall consult with the appropriate administrator regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the University.
- 22.22 The granting of a family care or medical leave assures the employee a right to return to their former position or a comparable position upon expiration of the family leave. If the former position and any comparable position has ceased to exist due to legitimate business reasons unrelated to the leave, the University shall make reasonable accommodation by alternative means only if such alternative means would not cause an undue hardship on the campus. Such alternative means shall include, but not be limited to, offering the employee any other position which is available and for which the employee is qualified. The University is not required, however, to create additional employment which would otherwise not be created, discharge or layoff another employee, transfer another employee, or promote another employee who is not qualified to perform the job. The family care or medical leave shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.

- 22.23 An employee on family care or medical leave shall retain employee status and shall continue to accrue seniority pursuant to provision 38.24 of the Agreement during the period of the family care or medical leave. During a family care or medical leave an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to the Agreement. However, if any paid portion of the family care or medical leave is less than twelve (12) weeks, upon request of the employee to continue coverage, the CSU shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of the family care or medical leave, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of premiums if the employee's failure to return is due to their serious health condition or due to circumstances beyond the employee's control.

#### Professional Leaves of Absence Without Pay

- 22.24 Professional leaves of absence without pay may be requested by an employee and may be granted by the President. A professional leave of absence without pay may be for purposes of research, advanced study, professional development, or other purposes of benefit to the campus. Such leaves shall be considered totally voluntary, and for the purpose of workers compensation, the time involved shall not be considered time worked.
- 22.25 A faculty unit employee on a leave of absence without pay for professional purposes shall, when otherwise eligible, accrue service credit toward sabbatical eligibility, difference in pay eligibility, service salary increase eligibility and seniority. Such accrual of service credit toward sabbatical eligibility and difference in pay eligibility shall be for a maximum of one (1) year per sabbatical eligibility period. Such accrual of service credit toward service salary increase eligibility shall be for a maximum of one (1) year per professional leave of absence without pay and extensions thereof. Such accrual of service credit shall be forfeited whenever the President has determined the conditions of the leave were not met.

- 22.26 An eligible faculty unit employee applying for a leave of absence without pay for professional purposes shall provide a copy of their application to the affected department. In a timely manner, the department shall submit to the appropriate administrator and the faculty unit employee its recommendation regarding such a leave application. The department shall also receive a copy of the President's response regarding the leave application.
- 22.27 The leave of absence of a temporary faculty unit employee eligible for such leave pursuant to this Article shall terminate upon the expiration of that employee's temporary appointment.

~~22.XX The CSU shall provide reemployment consideration for faculty unit employees who have experienced a lapse in work authorization or visa status, and who have had such authorization or status reinstated within twelve (12) months of the lapse.~~

22.XX Upon request, the University shall grant an unpaid leave for (or shall re-employ in the same position) any faculty member who loses the legal ability to work in the United States for any immigration-related reason or must temporarily leave the country to attend to a family member facing immigration issues. Upon request, such leave may be extended in one (1) year periods, and shall not be unreasonably denied. Such leave shall be consistent with 22.2.

\* The CSU proposes to include the following in the Definitions Article:

The term "Designated Person," as used in this Agreement and as set forth in Government Code section 12945.2, means any individual related by blood or whose association with the employee is the equivalent of a family relationship. A Designated Person is identified at the time the employee requests leave and is limited to one Designated Person per 12-month period.