

MEMORANDUM OF UNDERSTANDING
BETWEEN
CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
AND
CHABOT-LAS POSITAS FACULTY ASSOCIATION

April 15, 2019 (Signed May 3, 2019)

PARENTAL BONDING LEAVE AND DIFFERENTIAL PAY

In response to AB 2012, which takes effect on January 1, 2019, the District and Faculty Association agree to the following:

1. Effective Spring Semester, 2019, when a Full-time or Part-time faculty member on Parental Leave exhausts his/her sick leave and continues to be absent from his/her duties on account of a Parental Leave of Absence of up to 12 work weeks under the California Family Rights Act (CFRA), the faculty member shall receive differential pay at fifty percent (50%) of his or her regular salary for the remaining portion of the Parental Leave.

2. The last paragraph of Article 11F.1 shall be amended as follows:

The District will apply the provisions of Education Code Section 87780.1 to Parental Leave. Education Code Section 87780.1 currently entitles an eligible Full-Time or Part-Time unit member to use his or her accrued sick leave for a Parental Leave of Absence under the California Family Rights Act (CFRA) for up to twelve (12) workweeks. Education Code Section 87780.1 also provides that if a unit member exhausts his or her sick leave, and continues to be absent from his or her duties on account of a Parental Leave of Absence under the CFRA, he or she is entitled to receive differential pay which shall be calculated as fifty percent (50%) of his or her regular salary, for the remaining portion of the twelve (12) workweeks. In the event that there is a conflict or difference in benefits between the language in this paragraph of Section 11F.1 and the law, the law shall govern.

3. Article 11E (Pregnancy Disability Leave of Absence) shall be amended as follows:

Under California law, a pregnant unit member is entitled to take up to four (4) months of Pregnancy Disability Leave of Absence, if disabled by pregnancy, childbirth or a related medical condition.

The four (4) month Leave of Absence period above does not include days or weeks when the Academic Calendar is not in session. If the unit member is assigned to Summer Session or Inter-session, the four (4) month Leave of Absence period above applies but holidays are exempted.

The length of such Pregnancy Disability Leave of Absence, when it shall commence and the date on which duties are to be resumed, shall be determined by the pregnant unit member and the health care provider. The District may require a medical verification and clearance to return to work as provided in [Section 11A.5](#) of this Article.

11E.1 Use of Sick Leave

While on Pregnancy Disability Leave of Absence, Contract, Regular, and Temporary Leave Replacement, and Part-Time unit members are entitled to use their accumulated Sick Leave of Absence as set forth in [Section 11A](#) of this Article.

11E.2 Differential Pay after Sick Leave is Exhausted

When a Contract, Regular, Temporary Leave Replacement, or Part-time unit member has exhausted their sick leave during the Pregnancy Disability Leave of Absence period, they shall receive differential pay which shall be calculated as fifty percent (50%) of their regular salary for the remainder of the Pregnancy Disability Leave of Absence.

11E.3 Benefits While On Pregnancy Disability Leave Of Absence

Unit members on Pregnancy Disability Leave of Absence are also entitled to the same District-provided health care benefits they received prior to taking such Leave. For example, if the unit member received full District-provided medical health care benefits while active, then the unit member will receive full District-provided health care benefits while on Pregnancy Disability Leave of Absence. If the unit member received partial District-provided health care benefits while active, then they will receive the same partial District-provided health care benefits while on Pregnancy Disability Leave of Absence.

11E.4 California State Teachers' Retirement System (CalSTRS) Or California Public Employees' Retirement System (CalPERS) Credit

The unit member understands that receiving fifty percent (50%) differential pay for a period of time will impact the accrual of service credit with CalSTRS or CalPERS.

11E.5 Probationary/Tenure Review Period

A probationary unit member (Contract Faculty person) ~~also~~ understands that tenure may be delayed by taking any extended Leave of Absence.

- 4. The first paragraph of Article 11A.4 (Salary Deduction During Leave of Absence for Extend Illness Or Accident), and its subsection (a), shall be amended as follows:

When a unit member with Contract or Regular status has exhausted all accumulated Sick Leave and is absent from duties on account of extended illness or accident for a period of five (5) school months [e.g. one hundred (100) working days] or less, the monthly salary shall be adjusted for each month that the absence occurs. Specifically, pursuant to Education Code section 87786, the unit member shall receive differential pay which shall be calculated as fifty percent (50%) of his or her regular salary, for the remainder of the Leave of Absence.

- a. If the unit member terminates employment before the end of the Academic Year, any entitled Sick Leave used but not earned shall be paid back to the District.

Signed and entered this 3 day of May , 2019

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David D. Fouquet
President, Chabot-Las Positas
Faculty Association

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Ronald P. Gerhard
Chancellor, Chabot-Las Positas
Community College District