

UPS 260.104

GUIDELINES FOR GRANTING DIFFERENCE IN PAY LEAVES

I. PURPOSE

Difference in Pay Leaves are governed by the Unit 3 Memorandum of Understanding (MOU). A difference in pay leave shall be for purposes that provide a benefit to the CSU, such as research, scholarly and creative activity, instructional improvement or faculty retraining. A difference in pay leave may be approved for one or more semesters as appropriate to the appointment.

II. ELIGIBILITY

A full time Unit 3 employee shall be eligible for a difference in pay leave if he/she has served full time for six (6) years at that campus in the preceding seven (7) year period prior to the leave and at least three (3) years after any previous sabbatical leave or difference in pay leave. A Unit 3 employee will be eligible for a subsequent difference in pay leave after he/she has served full time for three (3) years after the last sabbatical leave or difference in pay leave and has rendered service upon the return from a previous difference in pay leave at the rate of one (1) term of service for each term of leave.

III. SALARY

The salary for a difference in pay leave for a full time Unit 3 employee shall be the difference between the Unit 3 employee's salary and the Minimum salary of the instructor rank, or its equivalent.

IV. APPLICATION

1. A copy of this document, the application forms, and the appropriate articles of the MOU shall be available in Faculty Affairs and Records.
2. A faculty member who wishes to apply for a difference in pay leave shall submit the original application to Faculty Affairs and Records, where it will be reviewed for eligibility. Faculty Affairs and Records will send a copy of eligible applications to the department chair. The application shall include a description of the project, including objectives and methods (not to exceed 1200 words), a brief vita (not to exceed 6 pages), the CSU resources, if any, necessary to carry it out, and a statement of the time requested.
3. The application must be thorough and well-written.

V. TIME FRAME

Application forms will be available in Faculty Affairs and Records on May 1 of the preceding academic year and are due to be returned to Faculty Affairs and Records October 15 of the academic year preceding the proposed leave. In instances where a faculty member applies for a sabbatical and is denied that leave, he/she may apply for a difference in pay leave within two weeks of learning of the negative decision regarding the sabbatical leave. Exceptions to the deadline may be made when a Unit 3 employee is afforded an unexpected opportunity, such as external funding, a scholarship, or fellowship. An expedited review shall be provided under such circumstances.

VI. DEPARTMENT LEAVES COMMITTEE

Each department will establish a Department Leaves Committee. Departments may choose to use an existing committee elected by the probationary and tenured faculty for the purpose of evaluating difference in pay leaves applications. All references to Department Leaves Committee shall be understood to be the committee whose function is to review difference in pay leaves applications. Department Leaves Committees shall consist of at least three members, all of whom must be tenured. Faculty applying for a difference in pay leave may not serve on this committee.

VII. REVIEW PROCESS

1. The chair will forward the application to the Department Leaves Committee.

2. The Department Leaves Committee shall consider the quality of the application and forward a recommendation to the department chair.
3. The chair shall forward the Department Leaves Committee's recommendation to the appropriate administrator. The chair also shall forward a statement regarding the possible effects on the curriculum and the operation of the department should the employee be granted a difference in pay leave.
4. The appropriate administrator shall consider the Department Leaves Committee's recommendation, other campus program needs, and campus budget implications prior to making a recommendation to the President.
5. The President shall make a final determination regarding the leave and the conditions of the leave. The President shall consider the chair's statement as well as the recommendations made by the Department Leaves Committee and the appropriate administrator.
6. If a difference in pay leave is denied, the President shall respond in writing to the applicant and give the reasons for the denial. If a difference in pay leave is granted, the response shall include any conditions of such a leave. A copy of the President's response shall be provided to the affected Department Leaves Committee, the chair, the school dean and Faculty Affairs and Records.

VIII. CONDITIONS OF A DIFFERENCE IN PAY LEAVE

1. A difference in pay leave shall not be granted until the applicant has filed with the President a promissory Note that will indemnify the State of California against loss in the even the employee fails to render the required service in the CSU following return from a difference in pay leave.
2. A faculty unit employee granted a difference in pay leave shall not accept additional or outside employment without prior approval of the President. Such a request shall be submitted separately from the leave application to Faculty Affairs and Records.
3. By the end of the semester following the completion of the term of the leave, the faculty member shall submit a written report to the President, via Faculty Affairs and Records, and shall forward copies to the Department Leaves Committee and the department chair. The report shall provide verification that the conditions of the leave were met.
4. A faculty member shall render service to the CSU upon return from a difference in pay leave at the rate of one (1) term of service for each term of leave.

5. A faculty unit employee on a difference in pay leave shall be considered in work status and shall received health, dental, and appropriate fringe benefits provided by the CSU in the same manner as if he/she were not on a difference in pay leave. In addition, a faculty unit employee on a difference in pay leave shall be entitled to accrue sick leave, vacation, and service credit toward merit salary adjustment eligibility, eligibility toward promotion, if applicable, and seniority credit.

EFFECTIVE DATE: May 21, 1996

[New UPS]

Supersedes: ASD 95-168