

## **ARTICLE XII – PARENTAL AND CHILD CARE LEAVE**

Any member of the bargaining unit approaching maternity and not on probation shall be permitted a leave of absence without loss of position and seniority, up to one (1) year from the date of the beginning of the leave, on the salary schedule and without compensation under the following conditions:

1. The pay for the member of the bargaining unit concerned shall be stopped at the beginning date of the leave of absence.
2. The member of the bargaining unit shall make written application for a leave of absence at least forty-five (45) working days in advance of necessary leave date and at the same time indicate his/her intentions regarding his/her return to his/her position. Such application shall include requested beginning and termination dates of such leave, provided such leave shall not exceed one (1) calendar year and shall commence no later than the expected date of delivery, which date shall be included in a physician's statement to accompany the application for leave. If the actual date of delivery shall occur prior to the scheduled commencement of the leave, the starting date of the leave shall be advanced to the actual date of delivery, but without effect upon the scheduled termination date of the leave.
3. The member of the bargaining unit shall be given an opportunity to continue insurance coverage while on unpaid parental leave by making payment of premiums directly to the third party administrator, under the provisions of COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Upon return to full-time employment, health insurance benefits will be reinstated through the College.
4. The full-time employee shall also be granted an unpaid leave of absence for child care upon the legal adoption of a child not attending school (except kindergarten), subject to the procedures set forth above.
5. Nothing in this section will be inconsistent with the provisions of the Family and Medical Leave Act.