

Bold = new

Strikethrough = delete

ARTICLE XXVIII

LEAVE FOR FAMILY AND MEDICAL REASONS

I. Parental, Family and Disability Leaves for Unit Members ~~Employed at .5 FTE or Greater~~

A. Short-term disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, treated like other short-term disabilities. All employment policies and practices involving commencement and duration of leave, availability of extensions, accrual of seniority and other benefits and privileges, and reinstatement and payment, shall be applied to short-term disabilities due to the above causes as they are applied to other short-term disabilities of members of the negotiations unit.

B. New parents may use up to one year of paid sick time or sick leave, float time and/or vacation leave, even if not yet accrued, to bond with their child.¹

C. In addition, effective July 1, 2021, the University shall provide a ~~one-time~~ allotment of **(70) seventy** ~~(10) ten~~ paid days (prorated by FTE) to new parents ~~during their first two years of employment~~ for bonding with a child, without charge to the unit member's vacation, float day, or sick leave balances. ~~This paragraph C shall sunset on July 31, 2022.~~

D. If a new parent uses unaccrued sick time, float time and vacation leave for bonding with a child, the unaccrued time shall be repaid in subsequent years at the rate of fifteen (15) paid leave days per year, to be deducted from the sick time, float time and vacation leave to which the unit member is entitled. The negotiations unit member shall determine how the deductions will be divided among his/her paid leave entitlements. If the negotiations unit member separates from the University before accruing sufficient time to repay time used for bonding leave, the negotiations unit member shall be required to reimburse the University for such paid time off.

E. The use of paid leave time for bonding with a child shall run concurrently with a unit member's entitlement to statutory leave under Section II, below.

F. The University and the AAUP-BHSNJ shall jointly develop a training for One Source and RBHS administrative personnel on how to apply this Article.

II. Federal Family and Medical Leave, New Jersey Family Leave, New Jersey Safe Act Leave, Other Leave

If a department or unit becomes aware that a negotiations unit member requires a leave of absence for his/her own serious health condition, to care for a family member (for leave to care for a family member with a serious health condition or to care for and bond with a child after birth, adoption or placement in foster care), and/or pursuant to the New Jersey SAFE Act, the department or unit shall notify University Human Resources or designee of the negotiations unit member's request for such leave so that the University can make a determination as to whether

¹ This permits a new parent to use the amount of sick leave, vacation leave, vacation leave and float time they would accrue in one year for the purposes of bonding with a child.

Bold = new

Strikethrough = delete

the leave shall be designated under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law.

Notwithstanding any other provisions in this agreement or in University policies, in the event that a negotiations unit member is eligible for, and takes, a leave of absence under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law, the University shall designate the leave under the applicable law. All Paid time off must be used (including, if applicable, sick time, float days, or sick leave and/or vacation) concurrently with any unpaid statutory leave.

In the event that a negotiations unit member exhausts applicable paid time off (or, if the negotiations unit member does not have paid time off available to charge concurrently with a leave granted pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act), the remaining statutory leave time shall be unpaid.

If a negotiations unit member seeks leave for a qualifying reason under one or more of these statutes, but the unit member is ineligible for such leave under the statute, and the unit member has exhausted all paid time off as set forth above, the unit member may request leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). To seek additional leave as an accommodation, the negotiations unit member must submit such a request to the Rutgers Office of Academic Labor Relations and comply with the reasonable accommodation process.

III. Tenure Track Probationary Periods

1. In the event that a unit member takes a leave of absence for a serious health condition or due to parental or familial circumstances, or an unpaid leave, for at least four (4) months, the unit member may, at his/her option, request to have the entire year excluded from the probationary period. A faculty member may submit a request in writing to the department chair or the head of the unit for an exclusion of time from the probation period. Such a request requires approval from the department chair, the dean, and the Provost. This provision is not applicable to unit members in their terminal year.

2. A second year's leave of absence without pay shall not automatically extend the term of appointment. When the second year's leave of absence is requested, a faculty member may request an exclusion of the second year from the probationary period. If the University grants the leave, it shall at the same time respond to the faculty member's request for an exclusion of the year from the probationary period.

3. An exclusion of a year from the probationary period shall automatically extend the term of appointment equal to the time excluded from the probationary period. No extension applicable to the final year of the faculty member's probationary period may be requested or granted. No faculty member may have more than two years excluded from his/her probationary period.

4. A unit member who continues to fulfill the duties and responsibilities of his/her faculty appointment may request an exclusion of one year from the probationary period when serving as the principal or co-equal care-giver under the following circumstances: when he/she becomes a

Bold = new

Strikethrough = delete

parent during the first five years of the probationary period, or became a parent within one year prior to appointment at the University, or in order to care for a family member or same sex sole domestic partner with a serious health condition. This provision also applies when the unit member himself/herself has a serious health condition.

IV. Additional Modifications to Workload Assignments

Individual members of the negotiations unit may discuss additional modifications of their workload assignments with their department chair and/or dean, or the appropriate supervisor, with regard to their particular parental or familial circumstances. Chairs, deans, and other supervisory personnel are encouraged to work with members of the negotiations unit in this regard within the confines of the needs of the academic or research program involved.

V. Lactation Spaces

The University shall continue to provide lactation spaces in accordance with law. **In each building and on the University website, a notice will be conspicuously posted, specifying the location of lactation spaces and how the spaces can be accessed.**

VI. Childcare Support

Negotiations unit members may apply for a childcare subsidy of \$5000 per academic year for each child who is under the age of six and not yet attending kindergarten. All eligible members will be granted this subsidy.

VII. Caregiver Support

A. A University Committee on Caregiver Support shall be constituted within ninety (90) days from the date of ratification of this Agreement. The Committee will be co-chaired by the Executive Vice President for Academic Affairs (EVPAA) or designee and by a Committee member selected by the Coalition of Rutgers Unions (CRU).

B. The Committee shall be comprised of twelve (12) members. Six (6) members shall be selected by CRU and six members shall be selected by the University and shall include the EVPAA or designee.

C. The Committee shall include representatives from New Brunswick, Newark, Camden and RBHS, full-time faculty, part-time faculty, TAs/GAs and staff.

D. Negotiations unit members with primary caregiving responsibilities for a family member are eligible for up to a \$1,000 stipend to offset caregiving expenses associated with attendance at conferences, other professional events and other work-related travel, including travel expenses. Negotiations members shall submit applications for caregiver support to the Committee on Caregiver Support.

E. The Committee shall review applications for caregiver support submitted pursuant to paragraph D above, and shall determine the amount of the stipend, if any, to be granted. The Committee will also assess caregiver needs among University employees and make

Bold = new

Strikethrough = delete

recommendations to the University President for additional support to improve recruitment, retention and inclusion of faculty and staff who are also caregivers at the University.

VIII. Backup Care

A. Negotiations unit members are also entitled to ten (10) days of subsidized care, sometimes known as “backup care,” at the rate of \$15 per day for in-center care and \$6 per hour for in-home care.