

Article 16 – PARENTAL AND MEDICAL LEAVES

This provision deals with leaves, including leaves for personal illness, pregnancy, post-pregnancy, disability, parenting, and caregiving, family illness and family leave.

I. University Liaison for Work and Family Issues

The AAUP-AFT and the University shall jointly designate a member of the University community to act as the Liaison for Work and Family Issues (“Liaison”) to assist members of the negotiations unit in securing the benefits of this article. The name and contact information for the Liaison shall be made known to the University community no later than October 1 of each academic year. The Liaison shall report, in list form, at the end of each academic year to both the AAUP-AFT and the University administration regarding the date and the general nature of queries received, the gender, the decanal unit and the category of the negotiations unit member making the inquiry, and the general advice given, if available.

II. Closing Ranks

The individual's department or unit shall be responsible for closing ranks. The close ranks practice must be applied in an equitable and consistent manner. Claims that it is not being applied equitably or consistently or that an individual is being inappropriately denied his or her benefit shall be brought to the attention of the Liaison designated above who shall investigate and respond.

III. Parental, Family and Disability Leaves for Unit Members Employed at 50% or More

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. After pregnancy, a member of the negotiations unit is entitled to a recuperative paid leave of up to six weeks, or a longer period if the negotiations unit member continues to be disabled. 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. In addition to the above, new parents shall be eligible to receive release time from their specifically assigned classroom teaching and committee service obligations for up to eight weeks. Librarians and Extension Faculty, who are new parents, shall also be entitled to receive up to eight weeks of release time from their specifically assigned duties and committee service obligations. In cases in which a negotiations unit member is entitled to six weeks of paid leave pursuant to paragraph III.A. above, the additional eight weeks of release from specifically assigned classroom teaching and committee service obligations, or specifically assigned duties and committee service obligations for Librarians and Extension Faculty, shall be added to the six weeks of recuperative paid leave in section A. above, for a total of up to fourteen weeks, but are not required to be taken consecutively. Unused release time shall expire after twelve (12) months from the date the negotiations unit member becomes a new parent. The period of release from

specifically assigned classroom teaching and committee service obligations, or specifically assigned duties and committee service obligations for Librarians and Extension Faculty, can be reduced by the head of the unit if it would place an undue hardship on the department or unit. Such reduction will be reported by the dean to the Liaison, as identified under paragraph two of this Article 16, and shall be included in the Liaison's report.

IV. Tenure-Track Probationary Periods

A. In the event that a leave is taken under this Article for a full semester, the faculty negotiations unit member may, at his/her option, have the entire year excluded from the probationary period. A written statement requesting exclusion of the entire year shall ordinarily be submitted by the faculty negotiations unit member to the head of the unit at the time the leave is requested and shall be part of the official personnel file. This provision is not applicable to faculty negotiations unit members in their terminal year.

B. A first year's leave of absence without pay shall automatically extend the term of appointment by a period 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.

C. 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 extension of his/her appointment for a period of time equal to the amount of the leave. If the University grants the leave, it shall at the same time respond to the faculty member's request for an extension of the appointment. No extension applicable to the final year of the faculty member's probationary period may be requested or granted.

D. A faculty negotiations 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 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.

E. A request for an exclusion of one year from the probationary period under this provision shall be made in writing and requires the approval of the department chair and the head of the unit. Such approval shall not be unreasonably withheld. Exclusion of a year from the probationary period under this provision shall automatically extend the term of appointment by a period equal to the time excluded from the probationary period.

F. If the University grants a request for a second year's exclusion from the probationary period, the term of appointment shall be extended by a year, except that no extension applicable to the final year of the probationary period may be requested or granted. No faculty member of the negotiations unit may have more than two years thus excluded from their probationary period.

V. 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. Such modifications will be reported by the dean to the Liaison, as identified under paragraph two of this Article 16, and shall be included in the Liaison's report.

VI. Statutory Leaves

A. If a department becomes aware or unit becomes aware that a unit member requires a leave of absence for his/her own serious health condition, to care for a family member, and/or pursuant to the New Jersey SAFE Act, the department or unit shall notify University Human Resources of the negotiations unit member's request for such leave so that the University can make a determination as to whether the leave shall be designated under the Federal Family Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law.

B. In the event that a negotiations unit member is eligible for 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 or sick leave, close ranks and/or vacation) concurrently with any unpaid statutory leave.

C. 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.

D. 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, the unit member may be eligible to take leave under the close ranks provision (Section II above) or Section III above, or may request leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). If a unit member seeks additional leave as a reasonable accommodation under the ADA or the NJLAD, the unit member shall submit such a request to the Rutgers Office of Academic Labor Relations and comply with the reasonable accommodation process.

VII. Lactation Spaces

The University shall continue to provide lactation spaces in accordance with law.

VIII. Alleged violations of Article 16 may be filed as Article 9, Category One grievances.