

ARTICLE IX

FRINGE BENEFITS

Should changes in any of the programs defined herein be effected by legislation during the term of this Agreement, all such changes appropriate to the members of this unit shall be made and implemented in accordance with the provisions of such legislation.

A. **Vacation**

1. Full-time (12-month) bargaining unit members (with the exception of librarians) are entitled to vacation of one (1) month (22 working days) each year of service. Full-time (12-month) bargaining unit members (with the exception of librarians) are entitled to vacation of twenty-five (25) working days per year upon the commencement of the twenty-first year of service.
2. Vacation accrued in any fiscal year must be taken by the close of the following fiscal year or be forfeited.
3. In instances where bargaining unit members (with the exception of librarians) are permanently employed at half-time or more, but less than full-time, or where service is for less than a full year (first and last years of employment), the following conversion formula determines accrued vacation days: $\text{Vacation days} = \text{percent of appointment times percent of year employed times annual rate}$.

B. **Holidays for Faculty Unit Members**

Faculty unit members shall be allowed four (4) float holidays, to be scheduled in conjunction with department Chairs or a designee of the Dean of the School of Nursing. Such unit members shall be entitled to the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.

C. **Health Benefits Program and Contributions Towards Health and Prescription Benefits**

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health and prescription benefits and that health and prescription benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, employee contributions to the cost of health and prescription benefits shall be based on the contribution rates set forth in P.L. 2011, chapter 78 and in effect July 1, 2015.

D. Prescription Drug Program

It is agreed that, as part of the State Health Benefits Program eligible employees of the University are provided prescription drug coverage under the State Prescription Drug Benefit Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Design Committee, in accordance with P.L. 2011, c. 78 and that employee contributions toward the cost of such participation are set in accordance with P.L. 2011, c.78 and as set forth in the paragraph above.

E. Dental Care Program

During the period of this Agreement, the University shall continue to make the dental plans offered through the State Health Benefits Program available to eligible negotiations unit members, to the extent it is established and/or modified by the State, applicable statute, or regulations, and subject to the eligibility, participation, and cost sharing requirements of such plans.

F. Alternate Benefit Program

All eligible negotiations unit members shall be enrolled in the Alternate Benefit Program to the extent that it is established and/or modified by the State, applicable statute, or regulations, and subject to the eligibility, participation, and contribution requirements of the Program.

G. Optional Tax Deferral Plans

The University shall continue to make available to all eligible negotiations unit members the optional tax deferral plans offered by the State Division of Pensions and Benefits, to the extent it is established and/or modified by the State, applicable statute, or regulations, and subject to the eligibility and participation requirements of such plans.

H. Workers Compensation

Any unit member disabled because of a job-related injury shall, if approved by Risk and Claims Management, be granted a leave of absence. Payment during such leave shall be made in accordance with the New Jersey Workers Compensation Act, except that, in cases where the physical injury arises out of the course of the performance of assigned job duties and functions, payment shall be 70% of salary.

If not approved by Risk and Claims Management, application may be made to use sick leave, if available, and then application may be made for a medical leave of absence under University Policy.

I. Other

1. The University shall continue to make available to eligible employees all other applicable benefits in accordance with State and Federal laws and regulations.

2. Comprehensive information regarding all available fringe benefit programs shall be made available through the University Human Resources website.

(NOTE: The language on pages 35 – 48 of the current AAUP-BHSNJ collective bargaining agreement which speaks to Librarian unit members is to be negotiated, as per The Side Letter of Agreement dated 9/21/15.)

AGREED: 9/21/15