

*University modification shown in yellow highlighting*

Article      – 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.<sup>1</sup>

C. In addition, effective July 1, 2021, the University shall provide a one-time allotment of (10) ten paid days (prorated by FTE) to new parents during their first two ~~four~~ 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) twenty-two (22) ten (10)~~ 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.

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 the leave shall be designated under the Federal Family and Medical Leave Act (FMLA), the New

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

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

~~Extensions to the timetables for tenure consideration may be granted to faculty on the tenure track in certain circumstances such as serious health condition, parental or familial circumstances, and/or leave without pay. A request for an exclusion of one year from the probationary period shall be made in writing to the department chair and requires approval by the chair, dean, and provost.~~

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)** ~~six~~ 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 probationary period. Such a request requires approval from the department chair, the dean, and the Provost.** ~~A written statement requesting an exclusion shall ordinarily be submitted to the department chair or the head of the unit as noted above at the time the leave is requested and shall be part of the official personnel file. 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 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 exclusion of the year from the probationary period extension of the appointment. No extension applicable to the final year of the faculty member's probationary period may be requested or granted.**

**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 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.

**4. 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.**

**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.

  
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For the AAUP-BHSNJ

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For the University

11/3/20  
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