

November 3, 2020 amendment to October 28, 2020 University response to Union October 22, 2020 response to University August 20, 2020 Proposal

Key: Additions from University March 4, 2020 proposal shown in bold and underline and deletions shown by strikethrough.

Fringe Benefits

Should changes in any of the programs defined herein be affected 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.

The provisions of this Article. apply only to those negotiations unit members with an FTE of 0.5 or more.

A. Vacation

1. Full-time (12-month) bargaining unit members (with the exception of librarian unit members) **are entitled to vacation of** ~~shall accrue one (1) month (22 working days) of vacation for each year of service.~~ Full-time (12-month) bargaining unit members (with the exception of librarian unit members) **are entitled to vacation of** ~~shall accrue twenty-five (25) working days of vacation per year upon the commencement of the twenty-first year of service.~~ Vacation days shall be scheduled with, and approved by, the negotiations unit member's respective department Chair. **Vacation days, and their usage, shall be centrally recorded, when operationally feasible.** ~~If a bargaining unit member leaves employment prior to the end of the fiscal year and has used a greater number of vacation days than the bargaining unit member accrued, the bargaining unit member shall reimburse the University for the used, but unaccrued vacation days.~~
2. Negotiations unit members may carry over a maximum of one (1) year of earned vacation accruals into the next succeeding fiscal year. Any vacation accruals above this maximum will be forfeited. Exceptions to this provision may be recommended by the department chair, but ultimately may be approved only by the Senior Vice President for Human Resources and Organizational Effectiveness or his/her designee.
3. In instances where bargaining unit members (with the exception of librarian unit members) are permanently employed at 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: Vacation days = percent of appointment times percent of year employed times annual rate.

B. Holidays for Faculty Unit Members

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1. Faculty unit members at .50 FTE and above 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.
2. Negotiations unit members with a 1.0 FTE 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. Negotiations unit members with a FTE below 1.0 shall be entitled to these holidays to the extent the holiday falls on the member's regularly scheduled work day.

C. Sick days

1. Full-time Faculty accrue one month (22 days) of sick leave per year. Sick leave for faculty at less than full-time, shall be pro-rated based on FTE (this pro-rata calculation shall sunset on July 31, 2022). Sick day accruals are cumulative from one year to the next.
2. Federal Family Medical Leave, New Jersey Family Leave, New Jersey Safe Act Leave, and Other Leaves are governed by Article ____.

D. 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 benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, unless modified subsequently by Agreement of the AAUP-BHSNJ and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in P.L. 2011, chapter 78 and which percentages were in effect on June 30, 2018. During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the AAUP-BHSNJ.

The parties agree that immediately following the ratification of this Agreement by the membership of the AAUP-BHSNJ, the parties will reopen negotiations over health insurance benefits. It is understood by the parties that any modifications, proposed by the parties, to the design of health plans available to AAUP-BHSNJ unit members must be approved and adopted by the State Health Benefits Program Plan Design Committee before they can become effective.

E. Prescription Drug Program

It is agreed that, as part of the State Health Benefits Program, eligible employees of the University, as defined in applicable statutes and regulations, 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.

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F. 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.

G. 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.

H. 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.

I. Workers Compensation

Any unit member disabled because of a job-related injury shall, if approved by the Office of Risk 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 the Office of Risk 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.

J. Tuition Remission

1. Dependent children of AAUP-BHSNJ unit members, shall be eligible for tuition remission in accordance with the provisions of Rutgers Policy 60.2.1 B, C and D.

2. Employee tuition remission or reimbursement will be provided for AAUP-BHSNJ unit members who are required to either obtain a more advanced degree or undergo professional development/continuing education in order to retain or advance in their RBHS position. Such requirement shall be certified by the chair and dean (in the case of Librarian unit members, such requirement shall be certified by the Vice President for Information Services and University Librarian or her/his designee). If the employee may fulfill that obligation via an existing Rutgers University academic program, Rutgers tuition remission shall be provided. If Rutgers does not offer the requisite program, and the unit member is in the School of Nursing, the SHRP or the University Libraries, the existing tuition reimbursement program for School of Nursing faculty, SHRP faculty and Librarian unit members respectively will apply.

3. The tuition remission benefit does not apply to unit members in the Rutgers School of Dental Medicine International Faculty DMD program. The following provisions apply to faculty admitted to the Rutgers School of Dental Medicine International Faculty DMD Program¹:

a. The University, in its sole discretion may choose to offer eligible negotiations unit members the opportunity to participate in the Rutgers School of Dental Medicine International Faculty DMD program.

b. For eligible negotiations unit members who do not have a DMD degree from an accredited school in the United States or Canada, the Dean will determine whether or not the faculty member must obtain a degree in the United States in order to remain employed as a faculty member in the Dental School. Participation in the program is subject to the conditions outlined below. A selected faculty member must apply for admittance and meet the criteria for admission to the program. That program allows faculty with dental degrees received outside the United States to receive a DMD degree from Rutgers through a specially designed DMD program that allows the faculty member to obtain the degree during their continued employment at the Rutgers School of Dental Medicine. This program shall be the sole tuition remission/reimbursement for these faculty while participating in this program subject to the conditions outlined below. Those expected to participate in the International Faculty DMD program at the outset of their employment with the University will be informed of such requirement in their initial appointment letter. The letter will specify that the faculty member must voluntarily apply for and be accepted to the program as a condition of the appointment.

c. International Faculty DMD participants, with the approval of their Chair, will be given time during the work week to complete course work necessary to obtain the DMD degree, provided it does not interfere with the faculty member's completion of her/his regular job duties.

d. The University will loan the faculty member chosen by the Dean to participate in the International Faculty DMD program the cost of four (4) years of tuition and fees (at the then applicable in-State rate) associated with the course of study necessary to obtain the DMD degree from Rutgers. The loan will be memorialized in a written agreement. Prior to signing the loan agreement, the faculty member shall be advised of his/her right to consult with the AAUP-BHSNJ regarding the terms of the loan and the conditions of the International Faculty DMD program.

e. Following successful completion of the program and receipt of the DMD degree from Rutgers, the University will not require repayment of any portion of the loan while the faculty member remains employed by Rutgers in a faculty

Commented [DC1]: The language in the footnote has to remain given the wording of paragraph 2 of the proposed Union side letter.

¹ This section shall become effective upon ratification of Agreement and applicable to all current International DMD Program enrollees, except those faculty who already have received their degree through the International DMD Program shall continue to be governed by the terms of the agreements entered into when the individuals began participation in the International DMD Program.

position at RSDM. The full amount of the loan will be forgiven in its entirety if the faculty member completes four (4) years of continuous employment at RSDM following receipt of the DMD degree. If the faculty member voluntarily leaves employment from the University prior to the completion of four (4) continuous years of employment at RSDM following receipt of the DMD degree, the faculty member shall be responsible for repayment of the loan as follows:

- * The full amount of the loan, if the faculty member completes less than two (2) continuous years for employment;
- * Two-thirds (2/3s) of the loan, if the faculty member completes two (2), but less than three (3), continuous years of employment;
- * One-half (1/2) of the loan, if the faculty member completes three (3), but less than four (4), continuous years of employment.

The faculty member shall be responsible for repayment of the loan in the amounts indicated above in monthly payments as set forth in the loan agreement. The amount of repayment will be calculated based on in-state tuition and fees applicable at the time of the faculty member's completion of the International Faculty DMD program. The loan shall be interest free.

K. 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.

L. Tuition and Professional Development Reimbursement for Librarian Unit Members

1. As delineated in Section J above, Librarian unit members are entitled to tuition remission and tuition reimbursement benefits if they meet the established eligibility criteria. The tuition reimbursement benefits for eligible librarian unit members is as follows: the University will reimburse all full- and part-time librarian unit members up to \$3,000 per year for tuition costs for courses successfully completed with a grade of "C" or better. The University will reimburse librarian unit members within six (6) weeks of submission of tuition receipts and grades by the librarian.

2. Each librarian unit member shall be entitled to reimbursement for professional development that has been approved by his or her supervisor, not to exceed \$400 per year.

M. Holiday, Vacation and Leaves for Librarian Unit Members

1. Holidays

a. Holiday Designations

All full-time librarian unit members will be entitled annually to the following holidays and part-time librarian unit members will have the holidays pro-rated based on the number of hours they were hired to work per pay period: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. Seven (7) float holidays, two (2) personal holidays and five (5) administrative leave days will be issued for those full- and part-time librarian unit members who are in active pay status as of July 1st of each year. Float holidays are to be used between July 1st and June 30th. Those not used by June 30th will be forfeited.

All librarian unit members appointed on a twelve (12) month basis July 1st or later shall be granted .83 of a day of administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of five (5) days. Thereafter, the yearly allowance of five (5) days shall become available at the beginning of each fiscal year. Administrative leave for regularly appointed part-time librarian unit members shall be pro-rated in accordance with the length of their work week. In addition, after six (6) months of employment, librarian unit members shall be granted two (2) personal holidays.

Except in the case of an emergency, a request for a float holiday must be submitted in writing to the librarian unit member's supervisor for review and approved at least five (5) working days in advance of its intended use. Float holidays may be used for emergencies, personal matters, and observation of religious or other days of celebration (but not officially recognized University holidays).

Supervisors shall have the right to require proof of an emergency. The University agrees that such proof shall be kept confidential. Failure of a librarian unit member to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken if warranted.

The librarian unit member shall schedule mutually agreeable dates for use of the float holidays during the fiscal year.

b. Holiday Entitlement

If a holiday falls during a librarian unit member's vacation, the day will be observed as a holiday and vacation time will not be charged for the day.

If a holiday falls on a librarian unit member's day off, he/she will receive a compensatory day off for the holiday. The compensatory day for the holiday may not be used prior to the date the actual holiday is observed. The librarian unit member and his/her supervisor shall schedule the compensatory time off for the holiday within a sixty (60) calendar day period after the date of the actual holiday is observed.

The University shall have the right, at its sole discretion, to require any librarian unit member to work on the holidays specified herein. The University agrees to assign holidays off on an equitable and rotational basis. Librarian unit members who are required to work on a holiday shall be

credited with one (1) day of compensatory time. The librarian unit member and his/her supervisor shall schedule the compensatory time off within a sixty (60) calendar day period after the date of the holiday worked.

2. Vacation

a. Vacation Amount

Vacation accruals for newly hired or rehired librarian unit members will commence upon the successful completion of the first ninety (90) days of employment and will be credited retroactively to the librarian unit member's date of hire or rehire.

Vacation time will accrue in each fiscal year (July 1st – June 30th) in accordance with the following schedule. The annual rate will change in the month when the librarian unit member reaches a service milestone if the librarian unit member's anniversary date is on the first of the month and will change effective the following month if the librarian unit member's anniversary date is the second of the month or after.

Vacation accruals are cumulative from one year to the next up to an amount equal to one (1) year of accruals. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with approval from the Vice President for Information Services and University Librarian or her/his designee and the Senior Vice President for Human Resources and Organizational Effectiveness.

b. Vacation Accruals

<u>Length of Service</u>	<u>Accrual Rate Per Month</u>
0-10 yrs.	1 ¼ days
11-20 yrs.	1 2/3 days
21 yrs. and greater	2 1/12 days

A librarian unit member will be paid for vacation at the librarian's base rate of pay.

c. Vacation Entitlement

All regular part-time librarians, who are included in this bargaining unit shall accrue vacation credit on a proportionate basis based upon the number of hours the librarian unit member is regularly scheduled to work.

Librarian unit members who are on leaves of absence without salary do not accrue vacation time during any full calendar month of absence, except that librarian unit members who are on leaves of absence due to injuries occurring in the course of and arising out of employment at Rutgers will continue to earn vacation until workers compensation payments cease. With the exception of probationary librarian unit members, who are eligible to use accrued vacation time after ninety (90) calendar days of employment, accrued vacation time is available for use the month after it is earned, or upon return to active service, if on leave of absence.

A librarian unit member who has resigned with appropriate notice, or who has been discharged, except for cause, shall be entitled to vacation allowance of unused vacation time accrued within the time limit described previously, less any overdrawn sick time allotment except that a librarian unit member separated during the initial hire or rehire probationary period will not be entitled to such allowance.

If a librarian unit member dies having vacation credits accrued within the limits described previously, a sum of money equal to the compensation computed on said librarian unit member's base salary rate at the time of death shall be calculated and paid to the librarian unit member's estate less any overdrawn sick time allotment.

d. Vacation Scheduling

The vacation period will be the entire fiscal year. The librarian unit member will, subject to the University's operating requirements, have his/her choice of vacation time; it being recognized, however, that vacations must be scheduled by the University in a manner designed to ensure the effective and efficient operation of the University, including staffing needs. Requests for vacation time shall normally be made at least five (5) working days in advance in writing. No part of a librarian unit member's scheduled vacation may be charged to sick time.

Vacation days are accrued between July 1st and June 30th. A librarian unit member may carry a maximum of one (1) year of accrued vacation allowance forward into the next succeeding fiscal year; any additional time not used will be forfeited.

With approval, vacation time may be taken as single or multiple days, single or multiple weeks.

3. Sick Leave, Entitlement and Amount

All librarian unit members will accrue sick leave on the basis of one (1) day per month. Sick leave for librarian unit members shall be pro-rated based on FTE. Sick pay accruals are cumulative from one year to the next.

4. Sick Leave Notice and Pay

A librarian unit member will be paid for sick leave at the librarian's base rate of pay. Librarian unit members are required to comply with the department call-in procedure. If the illness extends beyond one (1) day, the librarian unit member must continue to call in ill each day unless he/she has already indicated to the supervisor an expected return date. If the illness extends beyond the expected return date the librarian must call in with a new expected return date.

Librarian unit members taken ill while on duty and who leave their work area with their supervisor's permission shall be paid for the authorized time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Librarian unit members may be excused without seeking medical attention at the University by their supervisor.

At the time of retirement, a librarian unit member may be compensated for unused accrued sick time consistent with the rules and regulations of the State of New Jersey in effect at that time.

5. Bereavement Leave

Librarian unit members are entitled to bereavement leave in accordance with Rutgers policy 60.3.4.

6. Jury Duty

Librarian unit members are entitled to time off for jury duty in accordance with Rutgers policy 60.1.23.

7. Court Appearance

Librarian unit members shall be granted necessary time off, at the librarian unit member's base rate of pay, when he or she is summoned to testify at depositions or in court, on any matter arising within the librarian unit member's scope of employment at the University. The librarian unit member shall immediately report receipt of any subpoena or court order related to their employment at the University to the University's Office of the Senior Vice President and General Counsel and to his or her supervisor.


8. Leave of Absence, Limitations

All leaves as described above must be taken at the time of the related occurrence or shall be waived. Librarian unit members will be terminated for obtaining leave by false pretense or for failing to return from a leave in accordance with University policy.

9. Leaves of Absence for Librarian Unit Members

Federal Family Medical Leave, New Jersey Family Leave, New Jersey Safe Act Leave, and Other Leaves are governed by Article .

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


For the AAUP-BHSNJ

11/3/20
Date

For the University

Date