

XVI - FAMILY LEAVE AND DISABILITY RESULTING FROM PREGNANCY

This provision deals with family leave and shall include leaves for pregnancy, post-pregnancy, disability resulting from pregnancy, disability, parenting, and caregiving.

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 bargaining 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 bargaining unit member making the inquiry, and the general advice given, if available.

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.

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 bargaining unit is entitled to a recuperative paid leave of up to six weeks, or a longer period if the bargaining 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 bargaining 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 of "disability resulting from pregnancy," 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 bargaining 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 XVI, and shall be included in the Liaison's report.

C. Requests by a member of the bargaining unit (faculty or TA/GA) for a leave of absence without pay to provide care made necessary by reason of the birth or adoption of the bargaining unit member's child or the serious health condition of a family member or same sex sole domestic partner, as determined in accordance with University policy, shall be granted in accordance with the provisions of the State of New Jersey Family Leave Act and in accordance with the provisions set forth below. Upon request by a member of the bargaining unit, a written explanation will be provided by the University for a denial of such a leave:

1. A request for such leave shall be made as far in advance as is reasonably practicable.
2. A bargaining unit member who requests a family leave shall endeavor, in the timing of such a leave, to accommodate the needs of the academic program and the provision of instruction to students.
3. In the event that such a leave is taken for a full semester, the faculty bargaining 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 bargaining 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 bargaining unit members in their terminal year.
4. 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.
5. 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 bargaining 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.

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.

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 bargaining unit may have more than two years thus excluded from their probationary period.

E. Grievances with respect to this Article shall be heard by a three-member appeals panel of University employees that shall be selected as follows: one appointed by the Office of Academic Labor Relations, one appointed by the AAUP-AFT, and the third jointly selected by the parties. In the event the parties do not agree on the selection of the third member, he or she shall be chosen at random from a pool consisting of all department chairs on the campus, but outside the decanal unit involved. In units without department chairs, a member of the Appointments and Promotions Committee shall be chosen at random. The panel's decision shall be binding on all parties provided, however, that the panel shall have no authority to modify, alter or amend the express terms of this Article, or provide benefits greater than those provided in this Article. No grievance

under this Article is permissible under Article IX.

F. Individual members of the bargaining 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 bargaining 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 XVI, and shall be included in the Liaison's report.

XVII - LEAVE OF ABSENCE WITHOUT PAY

- A. Leaves of absence without pay are for the purpose of professional development, personal convenience, or completion of a terminal degree. Such leaves may be for a period up to two consecutive years.
- B. The granting of a leave of absence without pay to members of the faculty is subject to the needs of the academic program and requires the approval of the department chairperson and the dean. Such approval may not be unreasonably withheld, and a written statement of the reasons for withholding approval shall be given to the faculty member upon request within ten working days of that request.
- C. A request for a leave of absence without pay shall normally be made one year in advance and will specify the requested dates of commencement and termination of the leave. The date for the commencement and termination of such leave shall be at the discretion of the University, but normally such leave shall commence on July 1 or on January 1 and shall terminate on December 31 or June 30.
- D. A leave of absence without pay shall not count in the probationary period for tenure. In the event a leave of absence without pay is taken for one semester, the faculty member, only once during his/her probationary period, may request to have the entire year excluded from the probationary period for tenure. A request for a full year's exclusion normally shall be made by the faculty member at the time the leave of absence is requested, and, if the University grants the leave, it shall at the same time respond to the faculty member's request for a full year's exclusion.
- E. 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.
- F. 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, except that no extension applicable to the final year of the faculty member's probationary period may be requested or granted. 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. Denial by the University of a faculty member's request for an extension of the appointment shall be grievable under Article IX, Category 2.
- G. A faculty member who has been on a leave shall receive on return any salary improvements he/she would have received had he/she been serving at Rutgers during the leave period. Normal University policy regarding benefits during a period of leave without pay shall apply. The University shall provide to faculty members who are beginning a leave of absence without pay the forms and instructions necessary to re-enrolling in those benefit plans for which they are eligible upon their return to paid employment.