

ARTICLE IX – Fringe Benefits

~~J.~~ **Physical Examinations for Librarian Unit Members**

~~The University will provide to each librarian in the bargaining unit a physical examination at the time of employment, and thereafter if required by the University, State or other authority.~~

~~K.~~ **J. Tuition and Professional Development Reimbursement for Librarian Unit Members**

1. **As delineated in Article __, librarian unit members are entitled to tuition remission and tuition reimbursement benefits if they meet the established eligibility criteria. The tuition reimbursement benefit 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 members shall be entitled to reimbursement for professional development that has been approved by his or her supervisor, not to exceed ~~\$200~~ \$400 per year.**

~~L.~~ **K. 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's Jr., ~~Day Birthday, Good Friday,~~ Memorial Day, Independence Day, Labor Day, Thanksgiving Day, ~~the day after Thanksgiving and Christmas Day. Seven (7) Six (6)~~ float holidays **(two (2) personal holidays and five (5) administrative leave days) will be issued to those full- and part-time librarian unit members who ~~we~~ are in active pay status as of ~~January~~ **July 1** of each year. **Historically, float holidays have been used between January 1st and December 31st; they will be used between July 1st and June 30th going forward. To allow for this transition, between January 1, 2016 – June 30, 2017, librarian unit members will have ten and a half (10.5) float days (two (2) personal holidays and eight and a half (8.5) administrative leave days) to use; those not used by June 30, 2017 will be forfeited. Thereafter, as of July 1st of each year, librarian unit members will have seven (7) float days (two (2) personal holidays and five (5) administrative leave days) to use by June 30th of the following year; 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. ~~hired or returning from unpaid leaves of absence~~

~~between January 2 and July 1 of any year, will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from leave of absence between July 2 and December 31. (Individuals returning from leave between January 2 and July 1 will receive only three (3) float holidays if they did not already receive float holidays for that particular year.)~~

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, 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 ~~meet with his/her supervisor to~~ schedule a mutually agreeable dates for use of the **administrative leave days and personal float holidays during the fiscal year.** ~~float holiday during the calendar 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 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 ~~calendar~~ **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

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on the 1st before the 16th of the month and will change effective the following month if the librarian unit member's anniversary date is the 16th 2nd 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 a librarian unit member's department head the Vice President for Information Services and University Librarian or her/his designee and the Senior Vice President for Human Resources and Organizational Effectiveness Campus Director of Human Resources.

b. Vacation Accruals

The following shall be effective within thirty (30) days of the ratification and approval of the Memorandum of Agreement:

<u>Length of Service</u>	<u>Accrual Rate Per Month</u>
0 – 10 yrs.	1 1/4 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.

~~Vacation credit shall not accrue while a librarian unit member is on an unpaid leave except that a librarian unit member will receive credit for the month the leave commenced provided the leave commenced on or after the 16th and will receive credit for the month he/she returns from leave provided the librarian unit member returns on or prior to the 15th of the month.~~ 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.

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A librarian unit member may carry a maximum of one (1) year of accrued vacation allowance forward into the next succeeding **fiscal** year. **Historically, vacation days have been accrued between January 1st and December 31st; they will be accrued between July 1st and June 30th going forward. To allow for this transition, librarian unit members will have from January 1, 2016 through June 30, 2017 to use whatever time they carried over as of January 1, 2016 plus any vacation allowance accrued during this time period. Beginning July 1, 2017, librarian unit members will only be able to carry over a maximum of one (1) year of accrued vacation allowance; any additional time not used will be forfeited.**

~~By September 1st of each year, a librarian unit member's department head/designee will advise the librarian unit member of the number of vacation days remaining which must be used by the end of the calendar year or forfeited.~~

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

3. Sick Leave, Entitlement and Amount

~~Within thirty (30) days of ratification and approval of the Memorandum of Agreement, all librarian unit members will accrue sick leave on the basis of one (1) day per month.~~

Sick pay accruals are cumulative from one year to the next.

~~Paid sick time can be used for up to thirty four (34) weeks. (See exception below for librarian unit members hired prior to July 1, 1983.)~~

~~Once either all sick time is used or thirty four (34) weeks paid sick time expires, librarian unit members may apply for up to an eighteen (18) week medical leave of absence. Librarian unit members who have applied for medical leave of absence after the expiration of thirty four (34) weeks of paid sick time shall be able to use any remaining sick time accruals to be paid during the medical leave of absence. The total amount of paid plus unpaid time that a librarian bargaining unit member may be continuously out of work cannot exceed fifty two (52) weeks.~~

~~Librarian unit members hired prior to July 1, 1983 may use their entire paid sick leave before the eighteen (18) weeks leave of unpaid medical absence.~~

~~Librarian unit members with five (5) or more years of service will be eligible for an emergency~~

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~~advance of up to one (1) year's equivalent of sick leave under the following circumstances:~~

- ~~a. At least twenty (20) days have been or will have been continuously used for the same emergency immediately before any of the advanced days. These days must have been used to cover absences for illness.~~
- ~~b. The librarian unit member has not been the subject of a written warning, suspension or any other discipline for attendance within the previous year. All evaluations over the last two (2) years must have been satisfactory.~~
- ~~c. The application for the advance must be approved by the Department Head and accompanied by documentation of the illness.~~
- ~~d. The application must also be approved by the Campus Human Resource Director or his/her designee.~~
- ~~e. The approval/disapproval of the application for the emergency advance of sick leave is grievable up to Step I of the Grievance Procedure. The decision of the University Librarian is final and not subject to arbitration.~~

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.

~~Whenever a librarian unit member retires, except a librarian unit member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows: The supplemental compensation amount payment shall be computed at the rate of one half (1/2) of the eligible employee's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed fifteen thousand (\$15,000.00) dollars.~~

~~The compensation shall be paid in accordance with the State rules then applying.~~

5. ~~Leave for Death or Serious Illness in Immediate Family~~ **Bereavement Leave**

~~At the time of a death of an immediate family member, up to three (3) consecutive work calendar days off with pay will be granted to librarian unit members provided they are scheduled to work those three (3) days, and provided sick pay or other paid leave is accumulated to the credit of the librarian, and is so charged.~~

~~Additional time off may be granted by the employee's Department Head/designee chargeable to available float holidays, vacation days or compensatory days, but not additional sick days unless supported by medical documentation.~~

~~Members of the immediate family are defined as spouse, children, parents, domestic partner, civil union partner, brothers or sisters, parents in law or other relatives, or significant others, living in the employee's household.~~

~~In cases where the death of a grandchild, grandparent, brother in law, sister in law, aunt or uncle, niece or nephew occurs, up to one (1) calendar day off with pay will be granted to attend the funeral services, provided sick pay or other paid leave is accumulated to the credit of the librarian unit member, and is so charged.~~

~~Eligibility for sick pay for absence due to death in the immediate family applies to regular full-time librarian unit members and regular part-time librarian unit members employed for twenty (20) hours or more per week, the latter of whom are eligible for pay on a pro-rata basis.~~

~~Time not worked for these benefits is charged to accumulated sick pay and should be shown on the appropriate time sheet. Proof justifying the payment for death in the family benefit should be submitted to the employee's department head.~~

~~A short period of emergency attendance upon a member of the librarian unit member's immediate family who is seriously ill and requiring the presence of such employee may be granted in accordance with University policy and the Family Leave Act.~~

~~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.~~

a. ~~Jury Duty Leave Amount~~

~~Librarian unit members shall be granted necessary time off, at the librarian unit member's base rate of pay, when he/she is summoned and performs jury duty as prescribed by applicable law and provided the librarian unit member was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the standard work day or work week for the librarian unit member. The receipt of a notice to report for jury duty must be reported immediately to the librarian unit member's supervisor.~~

~~b. Jury Duty Leave Procedure~~

~~The librarian unit member shall notify his/her supervisor immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.~~

~~If jury duty is canceled on a day the librarian unit member would have worked, the librarian unit member must immediately notify his/her supervisor and may be required by the supervisor to report to work.~~

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 Legal Management 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. Meal Periods~~

~~Librarian unit members shall be granted an unpaid meal period as per current practice.~~

9106. Leaves of Absence for Librarian Unit Members

~~a. Basis and Amount:~~

<u>Type of Leave</u>	<u>Maximum Length</u>
Medical Leave (after use of accumulated sick time)	18 weeks
Military	In accordance with state and federal statute
Family	As per current University Policy
Academic	6 months
Personal	1 month

~~ba. Procedure:~~

(1) Medical Leave:

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

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

~~Except for reasons of health and safety or inability to perform the job, a pregnant employee shall be permitted to work. Medical leaves of absence due to maternity shall be treated the same as other medical leaves.~~

~~A medical leave shall be granted upon presentation of a letter to the supervisor from the employee's personal physician which must state when the employee's inability to work commenced, nature of the illness or injury and expected date the employee will be able to return to work. The University may, at its cost, have the employee requesting a medical leave examined by a physician of the University's choosing as a condition of granting, continuing or extending a medical leave of absence.~~

~~An unpaid medical leave of absence will commence after all accumulated sick time has been exhausted. An unpaid medical leave may be granted up to a maximum of eighteen (18) weeks after paid sick time has been exhausted or thirty four (34) weeks of paid sick time has been used.~~

~~Upon return from leave, the employee must present to his/her supervisor documentation from the employee's personal physician indicating the date the employee has been cleared to return to work, and that the employee is able to return to work without restriction.~~

~~(2) Military Leave: Military leave will be governed by applicable State and Federal Statute.~~

~~(3) Family Leave: As per current University policy.~~

~~(4) Personal Leave:~~

~~— In certain circumstances employees may be permitted to take an unpaid personal leave of absence from their positions with the University. Such leaves may be applied for and are available to regular Full Time and Part Time employees working twenty (20) or more hours per week provided they have completed six (6) months of continuous service.~~

~~— Requests for personal leaves must be accompanied by the reason for the leave and duration and must be submitted in writing to the employee's supervisor along with any supporting documentation.~~

~~— Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bona fide emergency. Supervisors shall have the right to require proof of an emergency as a condition for approval.~~

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~~—The maximum length of a personal leave is one (1) month.~~

~~(5) Return from Leave:~~

~~—The University shall place a librarian unit member returning from an unpaid leave of eighteen (18) weeks or less in his/her prior position, or if such position is unavailable, in an equivalent position. A librarian unit member who fails to return from leave within five (5) days from his/her scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged.~~

~~—A librarian unit member who has utilized the maximum length of leave and who is unable to return at that time shall resign in good standing or in the alternative will be terminated for being unable to return from leave.~~

Key:
Original Contract Language
University Team's 11/15/16 Proposed Language
Union Team's 12/1/16 Proposed Language
University Team's Proposed Language
Changes made during 1/9/17 Negotiation Session

For University:

Liz Bonick

Date: 1/9/17

Kressly Maloney
1/9/17

Judith S Cohn
1/9/17

For AAUP-BHSNJ:

[Signature]

Date: 1/9/17

Margaret Rush Orelka
Elizabeth Soshnowska