

C. Other Leaves of Absence

1. Eligibility

- a. Any employee who is not entitled to or has exhausted other leave benefits may apply for an unpaid leave of absence for a specific period of time, and for a specific purpose.
- b. No employee who is entitled to leave under the New Jersey Family Leave Act or the Federal Family Leave Act shall be denied the right to use any period of leave required under these laws using the procedures set forth in the laws and applicable regulations.

2. Procedures (General)

- a. All applications for an unpaid leave of absence shall be made in writing. The application shall include a specific statement of the reasons for the leave request, the date on which the leave is requested to begin and the date the leave is requested to end. All requests for unpaid leave of absence shall be made on a timely basis.
- b. Application for leave by Professional Staff Members must be submitted to the employee's immediate supervisor. Applications for leave by Faculty or Instructional Staff members shall be made to the Provost with a copy sent to the individual's Department Chairperson (or Dean where there is no Chairperson). In the event that the reason for the leave requires confidentiality, the employee may submit the application directly to the Department of Human Resources instead of the immediate supervisor, the Provost or their Chairperson/Dean. In that case, the employee shall inform the individual to whom the request would otherwise have been submitted, in writing, that an application has been submitted to Human Resources and shall specify the beginning and ending dates for the leave as requested on the application.
- c. Except where an emergency requires a quicker response, the Employer shall act on the application for an unpaid leave within two (2) weeks from the date of the application and shall provide the employee with its decision in writing. If the request is denied in whole or in part, the reasons for the denial shall be set forth as part of the written decision. Extensions of approved leaves may be requested using the same procedures.
- d. Denial of a request under this Article is grievable only on the limited basis that the Employer had no rational basis for its action.
- e. Any problems arising from the administration of this Article may be referred to the Labor/Management forum for discussion and resolution, if possible.

3. Additional Procedures Applicable to Faculty and Instructional Staff

- a. Leaves for Faculty or Instructional Staff Members will normally be for a period of one academic year.
- b. All leave time shall be credited to the Faculty or Instructional Staff Member's years of service, and such leave time shall not constitute an interruption of continuity of service. The leave period shall not count as a normal period of employment as to eligibility for promotion, tenure or the attainment of contract expectancy. Accumulated seniority to the extent accrued under this Agreement shall be

maintained and reinstated upon reinstatement from the leave.

c. There shall be no benefits bank accrual during any period of unpaid leave under this Article. There shall be no monetary contribution by the Employer on behalf of the employee during any period of unpaid leave, except as may be mandated by law or otherwise expressly provided for by this agreement. Health care benefits during the period of unpaid leave shall not be paid by the Employer, but may be maintained at the Employee's own expense.

d. The returning Faculty or Instructional Staff Member will be returned to the same salary they were receiving before they began their leaves, and in addition shall be entitled to any general salary increases that may have taken place during the intervening period.

e. The acceptance of a paid position or contracting for compensated services with another employer while on a leave of absence will not affect the provisions of the leave of absence.

Reinstatement / Implications Applicable to Professional Staff

a. The reinstatement provisions set forth herein shall not be unreasonably applied by the Employer nor abused by the employee.

b. An employee who is ready and able to return after completion of a short-term leave of a total duration of ninety (90) consecutive calendar days or less shall be returned to his/her former position or an equivalent position with equivalent pay and fringe benefits including retirement system benefits.

c. The Employer will make every reasonable effort to reinstate an employee who is ready and able to return to work after completion of a long-term leave of a total duration of ninety-one (91) consecutive calendar days or more to his/her former position or a comparable position. Except where otherwise required by law, there is no entitlement to a particular position with the Employer following a long-term leave of absence.

d. If at the employee's scheduled return to work, the Employer reasonably determines that reinstatement will jeopardize the health and safety of the employee, other employees or the students, and provides the employee with a statement of the basis for its determination, the Employer may require that the employee submit a certification from a licensed professional (doctor, psychologist or other appropriate specialty) attesting to the employee's fitness prior to permitting the employee to resume work. The Employer may also require examination and certification of the employee for return to work by a physician of its choosing and its own expense prior to reinstatement.

e. There shall be no benefits bank accrual during any period of unpaid leave under this Article. There shall be no monetary contribution by the Employer on behalf of the employee during any period of unpaid leave, except as may be mandated by law or otherwise expressly provided for by this agreement. Accumulated seniority to the extent accrued under this Agreement shall be maintained and reinstated upon reinstatement from the leave.

f. Accepting employment with another employer while on a leave of absence will result in the forfeiture of the leave and all associated benefits and will result in the immediate termination of

university employment, unless such other employment was expressly understood as part of the reason for the leave and approved in advance by the Employer.

D. Active-Service Modified-Duties Policy for Tenured and Tenure Track Faculty

NJIT is committed to providing policies and resources to facilitate the opportunity for faculty to strike an appropriate balance between academic and family life. Often, leave policies find their origins in the illness of an employee, the desire to take a leave of absence without pay, or the Family Medical Leave Act but do not adequately address the unique circumstances of the birth or adoption of a child by tenured or tenure-track faculty. Career demands can place faculty members beginning a family, particularly women faculty, at a potential disadvantage with respect to their peers. No one should be in a position to have to choose between family and profession. Consequently, it is important to have special policies that address the birth or adoption of a child by a tenured or tenure-track faculty member as compared to leave policies that serve different purposes.

1. Eligibility

Following the event of an adoption or birth of a child by a tenured or tenure-track faculty member or their spouse, and if the primary caregiver is an NJIT tenured or tenure-track faculty member, he or she has the option of using the Active-Service Modified-Duties Policy. Under this policy, the faculty member is relieved of university service assignments and scheduled teaching (e.g., classroom) responsibilities for up to only one semester, without reduction in pay and with continuation of all rights and benefits of regular employment, as follows:

- a. If the birth or adoption takes place during Fall semester, the modified duties period can extend into the Spring Semester for a total of no more than one semester only.
- b. If the birth or adoption takes place in the Spring semester, the modified duties period can extend through that Spring semester only.
- c. If the birth or adoption takes place in the Summer before the start of Fall semester, the modified-duties period can extend through the Fall semester only.
- d. In addition, if the primary care giver is a tenure-track faculty member, the Tenure-Track Period (TTP) will be extended by one year, unless the Faculty member requests, in writing, that there be no such extension. An individual can only be on Active-Service Modified-Duties under this policy twice during his or her career at NJIT. During the Modified-Duties period, the primary care faculty member is expected to fulfill student research, advising, and other research responsibilities. The use of the Active-Service Modified-Duties Policy obligates the recipient to serve as a member of the university faculty for at least one year following the completion of the leave or to reimburse the university for all salary paid during the Active-Service Modified-Duties period.