**ARTICLE XXXIII**

**SICK LEAVE**

1. Schedule

Full-time bargaining unit members and Priority Adjunct members of the bargaining unit shall be entitled to compensated sick leave in accordance with the following schedule.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Years of Service** | | **Weeks of Compensated Sick Leave** | | | | |
| More Than | But Less Than | Full Pay | 75%  Pay | 50%  Pay | 25%  Pay | Total Weeks  Comp. Sick Leave |
| 0 | 1 | 2 | - | - | - | 2 |
| 1 | 2 | 3 | 1 | 1 | 1 | 6 |
| 2 | 3 | 4 | 2 | 2 | 2 | 10 |
| 3 | 4 | 5 | 3 | 3 | 3 | 14 |
| 4 | 5 | 6 | 4 | 4 | 4 | 18 |
| 5 | 6 | 7 | 5 | 5 | 5 | 22 |
| 6 | 7 | 8 | 6 | 6 | 6 | 26 |
| 7 | 8 | 9 | 7 | 7 | 7 | 30 |
| 8 | 9 | 10 | 8 | 8 | 8 | 34 |
| 9 | 10 | 11 | 9 | 9 | 9 | 38 |
| 10 | 11 | 12 | 10 | 10 | 10 | 42 |
| 11 | 12 | 13 | 11 | 11 | 11 | 46 |
| 12 | 13 | 14 | 12 | 12 | 12 | 50 |
| 13 | 14 | 15 | 12 | 12 | 12 | 51 |
| 14 |  | 16 | 12 | 12 | 12 | 52 |

1. Accrual

Unused sick leave may not be accrued.

1. Replacement

During the first two (2) weeks of sick leave taken by a member of the bargaining unit, the affected department shall cover the professional assignments of such member of the bargaining unit. Thereafter, if such sick leave continues beyond the initial two-week period, the University shall secure a suitable replacement for each member of the bargaining unit.

1. Pregnancy and Childbirth Leaves

A pregnant bargaining unit member who is eligible for sick leave under this Article is entitled to a minimum of six (6) weeks of maternity leave at full pay for childbirth and pregnancy-related conditions upon certification of medical need for such leave. Such leave shall count against the bargaining unit member’s total weeks of compensated sick leave as set forth in Section (A), above. This provision applies only to full-time members of the bargaining unit.

1. Family and Medical Leave Act (FMLA)

Bargaining unit members may be entitled to an unpaid leave of absence under University policy, the federal Family and Medical Leave Act or the New Jersey Family Leave Act.

1. Deductions

Whenever eligible, bargaining unit members shall be required to apply for Temporary Disability insurance benefits and/or New Jersey Family Leave Insurance benefits. The University shall notify the AAUP of any anticipated change of provider, including the State, for this insurance.

Compensation received by a member of the bargaining unit from Rider University or as a result of a benefit provided by Rider University (e.g., Long Term Disability, Short Term Disability and workers compensation) in relation to illness or disability shall be deducted from any sick leave compensation hereunder. However, no such deduction shall be made for hospitalization and/or medical benefits received by such member of the bargaining unit.

1. Certification

The University may require bargaining unit members to provide medical certification of illness hereunder, after their use of ten (10) days of paid sick leave.

1. Coverage

Sick leave under this Article shall be available to full-time members of the bargaining unit for absence from normal University activities because of illness or personal injury.

1. Tuition Remission Benefits During Sick Leave

Members of the bargaining unit who are on sick leave shall be eligible for the continuation of tuition remission benefits at Rider University as specified in Article XXXIV(B)(11)(a)(i) and at other institutions as specified in Article XXXI(B)(11)(b)(i).

1. Return from Sick Leave

Full-time members of the bargaining unit who return to work from a period of sick leave of six (6) or more consecutive weeks during a single term shall not be required to resume classroom instruction for the remainder of that term if the period remaining in the term is two (2) weeks or less. The University shall continue to consider on a case-by-case basis requests from members of the bargaining unit not to resume classroom instruction if the period remaining in the term is longer than two (2) weeks.

Where an eligible bargaining unit member has been receiving benefits under the Short Term Disability program, their physician must provide the University a medical release confirming the member is well enough to return to his or her job prior to return to work. This requirement does not apply to brief illnesses for which no STD benefits are applied for.