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Family Friendly Contract Provisions

Hofstra University

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As have many other institutions, Hofstra University has been increasingly focused on including family friendly provisions in its contract with faculty. Many factors have contributed to this, including the recognition that it is becoming more difficult for faculty with children to meet the requirements for tenure and promotion.

At Hofstra, where we have had an AAUP faculty bargaining unit for over 30 years, we have recently completed negotiations on a five-year contract that includes several “family-friendly” provisions. These provisions relate to such issues as parental and maternity leave, unpaid leave and extensions to the tenure probationary period, continuing health benefits in force during unpaid leave (including FMLA), tuition remission and college tuition scholarships, partially subsidized dependent healthcare, and reductions in the fees at the University childcare center.

A number of factors – including the age of the faculty and early retirement incentives – have led to a surge in retirements in the last decade. These retirements have led to the appointment of a large contingent of relatively young faculty who have been quite vocal in expressing their need for family support. One of the issues that has been the focus of much concern to these faculty has been the provisions for maternity and parental leave. Prior to the current contract, there were
no provisions for paid parental leave. However, there was a generous policy on maternity leave. Although maternity leave was essentially subject to the provisions of our sick leave policy, with six weeks provided for a normal birth and eight weeks provided for a Caesarian birth, faculty who gave birth over the summer or the January break were eligible to take the disability leave in the semester prior to or subsequent to the birth, even if the leave was not contiguous to the birth. That is, if a faculty member gave birth in the middle of July, that faculty member could take her maternity leave in either the preceding spring semester or the subsequent fall semester, even if the birth was six weeks after the end of the spring semester or before the commencement of the fall semester.

Additionally, since our sick leave policy provides for six weeks of leave at full pay and an additional seven weeks at half the replacement cost at overload rates, faculty who could verify medical need were eligible for the additional seven weeks with minimum reduction of salary.

The previous policy and its implementation, however, were not without problems. First, although the initial six weeks (or eight weeks in the case of a Caesarian) were always granted to a faculty member upon verification of pregnancy, the additional seven weeks of leave was subject to medical verification of need and there was great variation in the willingness of physicians to verify such need.

In addition, there were also concerns about granting maternity leave under a sick leave policy when the leave was not contiguous to the event. Questions were also raised as to whether a
policy that provided leave for female faculty at a time when medical need was questionable could not be construed as discriminatory on the basis of sex.

Many of these issues were addressed in the current collective bargaining agreement. In the current contract, a clear distinction is made between maternity leave, which is still covered under the sick leave (now referred to as disability) provisions, and parental leave. A female faculty member giving birth is still eligible for six weeks of maternity leave for a normal birth and eight weeks for a Caesarian, but the leave must be contiguous to the birth. Now, if a faculty member gives birth at the end of July, she cannot take the six weeks of paid maternity leave in the fall. As in the previous contract, however, if the faculty member wishes to take the entire semester off and the time is not covered by maternity leave, the faculty member may take the rest of the semester off as general leave without pay and, during the period of general leave, full health benefits are provided on the same basis as if the faculty member were not on leave. In addition, if the faculty member has “banked” time in the past, that banked time can be applied to reduce the time for which the faculty member will not be compensated. [See Appendix; Article 7.13(c)]

As opposed to maternity leave, the current collective bargaining agreement now provides for paid parental leave for a faculty member who gives birth to or adopts a child or whose spouse or domestic partner gives birth to or adopts a child. This fully paid parental leave, which runs concurrently with maternity leave taken under the disability provisions, is for two weeks and may be taken in the semester during which the birth or adoption occurs, in the preceding semester or in the subsequent semester. [See Appendix; Article 7.13 (d)]
In addition to this paid parental leave, a faculty member whose spouse or domestic partner (of the same or opposite sex) adopts or gives birth to a child may take up to nine credits of unpaid leave during the semester in which the birth or adoption occurs or the following semester and, during such leave, the faculty member shall retain full health benefits on the same basis as if the faculty member were not on leave. Should the faculty member have banked credits, these credits may also be applied to reduce the number of credits allocated to unpaid leave. [See Appendix; Article 7.15]

The collective bargaining agreement also enables a faculty member to extend his/her tenure probationary period for reasons related to family responsibilities. A faculty member with two years of full-time service at the University may take up to a one-year leave of absence for the care of a newborn infant or the adoption of a minor child and exclude that period from his/her tenure probationary period. Faculty with less than two years of full-time service may be granted a leave of absence for one semester in addition to FMLA leave for the care of a newborn or adoption of a minor child. If the leave is a partial leave and is for one-third or less of the faculty member’s annual baseload, the University shall continue to provide fringe benefits to the faculty member on the same basis as if the faculty member were not on leave. [See Appendix; Article 7.16]

Even without taking leave, a full-time faculty member who gives birth or adopts a child or whose spouse or domestic partner gives birth or adopts a child may extend his/her probationary period
for up to one year for each birth or adoption, up to a maximum of two years. A faculty member may also extend his/her tenure period for a maximum of one year for elder care or for the care of a child, spouse or domestic partner with a serious medical condition. Although not specifically designed to address family issues, the contract also provides for a voluntary extension of the tenure probationary period for faculty who begin full-time service prior to the completion of their terminal degree. This provision allows for an extension not to exceed the lesser of two years or the time needed to complete the degree and, since many of the faculty who are in this situation are those with young children, can serve to facilitate the tenure process for those faculty who are dealing with family issues. [See Appendix; Article 7.17(a)]

In addition to the above, support for family responsibilities is provided through subsidies for dependent healthcare. Although faculty must contribute toward healthcare premiums, the percentage of the premium dependent on the particular healthcare option chosen, subsidies are provided for dependent care under each of the options, with the maximum percentage of the premium contributed by faculty for family coverage being 25%. [See Appendix; Article 7.6] The spouse of a retiree may also be covered under the University’s retiree healthcare policy, but the premium is only subsidized if the faculty member had more than 5 years of service as of September 1, 2006. [See Appendix; Article 7.26]

Other family-friendly policies include the tuition remission and scholarship policies. With the exception of enrollment in full-time doctoral programs, the Saturday College, the Law School and tutorial or independent study courses, full tuition remission at the University is provided for the
dependent child of a faculty member with more than four years of full-time service. Should the faculty member die or retire, her/his children are entitled to this benefit on the same basis as if the faculty member were still employed. For faculty employed less than four years, the amount of tuition remission is prorated. After two semesters of full-time service, a spouse or domestic partner of a full-time faculty member is entitled to tuition remission of 24 credits per year. Tuition remission is also available for adjunct faculty, their spouse and/or dependent children, with the number of courses available for remission each year dependent on the number of years of service. The number of courses ranges from one course per semester after four semesters of service to four courses per semester after thirty semesters of service. In addition to tuition remission, tuition scholarships of $4,500 per year (increasing to $5,000 on 9/1/2009) are available for dependent children of full-time faculty pursuing a baccalaureate degree at another institution.

Although the University maintains an on-campus child care center, the center services the community and is not primarily for the children of faculty. Although faculty may enroll their children at the center at a discounted fee, enrollment is on a space-available basis and is not available for part-time or temporary day care. Enrollment is limited to those who want a full-time, twelve-month a year program and care is not available during evening teaching hours. Child care is an area in which many faculty have expressed concern and the current contract provides that there will be further exploration of the feasibility of providing alternative child care options.

All of these provisions were negotiated with the objective of positive movement toward being a
more family-friendly institution and with recognition of the extra burden that family responsibilities can impose upon a faculty member, particularly in the pre-tenure years. Both the union and the administration are committed to working together to provide additional support and enhancements for the faculty in these areas.
Appendix

Contract Provisions

Maternity and Parental Leave

**Article 7.13 (c)**

A full-time faculty member who has given birth shall be eligible for six (6) consecutive weeks of fully paid maternity disability leave at a time contiguous to the birth; if a Caesarian birth is required, the maternity disability leave shall be increased to eight (8) weeks. In addition, upon certification of medical need, a faculty member may take the number of weeks the faculty member would be eligible for in the second segment of sick leave at reduced pay per the provisions of section (a) above and FPS #20. If the maternity leave does not extend over an entire semester, the faculty member may take general leave for the remainder of the semester with full health benefits provided on the same basis as if the faculty member were not on leave (although retirement contributions would be reduced to comply with the reduction in base salary). For full-time Library faculty the days allocated to maternity leave shall be calculated as specified for sick leave in Article 7.13 (a) of this Agreement. Banked hours may be applied to any segments of a semester not covered by maternity leave or toward the replacement costs during segments where compensation is reduced.
Article 7.13 (d)

Full-time faculty who give birth or adopt a child or whose spouse or domestic partner (of the same or the opposite sex) gives birth or adopts a child shall be granted up to two (2) weeks of paid parental leave that may be taken during the semester in which the birth or adoption occurs, the preceding semester, or the subsequent semester. Parental leave shall run concurrently with disability leave taken for pregnancy during a Fall or Spring semester. Should the birth or adoption occur during a January or Summer Session, parental leave may be taken the preceding or subsequent semester.

Full-time faculty whose spouse or domestic partner (of the same or the opposite sex) gives birth to a child may take full or partial general leave of up to nine (9) credits during the semester in which the birth or adoption occurs or, the following semester. During the general leave, the faculty member shall retain their full health benefits on the same basis as if the faculty member were not on leave (although retirement contributions shall be reduced to comply with the reduction in base salary).

Banked hours may be applied toward this leave or any segments of a semester not covered by parental leave; no reduction in retirement benefits shall be made for periods covered by banked hours.

Unpaid Leave
Article 7.15

On the request of a full time faculty member of the bargaining unit with more than two (2) years of full time service at the University, a leave of absence without pay shall be granted for up to one (1) year for the care of a newborn infant or adoption of a minor child. With the approval of the Provost, a full-time faculty member of the bargaining unit with less than two (2) years of full-time service at the University, may be granted a leave for one (1) semester in addition to FMLA leave for the care of a newborn infant or the adoption of a minor child. This leave shall not count towards tenure, nor shall such leaves be consecutive. For any period during such leave during which the full-time faculty member is not receiving paid benefits under the FMLA, the faculty member may continue his or her fringe benefits at no cost to the University by reimbursing the University for the cost of such benefits. It is agreed that should the leave of absence be utilized by the faculty member for other equivalent employment, such leave may, upon reasonable notice, be terminated by the University and the faculty member shall be required to resume his or her normal functions at the University or such other functions as the University may deem appropriate if it is impracticable for the faculty member to resume his or her normal functions.

Upon request, a full time faculty member of the bargaining unit with more than two (2) years of continuous full time faculty service at the University, may be granted a partial
general leave for up to one (1) year with prorated salary and benefits pursuant to Faculty Policy Series #21 for the care of a newborn infant or adoption of a minor child, except that where the total partial general leave taken in any academic year is for one-third (1/3) the annual baseload or less, or during any period of time during which the full-time faculty member is on Family and Medical Leave under the FMLA, the University shall continue to provide fringe benefits to the faculty member on the same basis as if the faculty member were not on leave.

For all other general leaves taken pursuant to Faculty Policy Series #21, if the total partial general leave taken in any academic year is for one-third (1/3) the annual baseload or less, the University shall also continue to provide fringe benefits to the faculty member on the same basis as if the faculty member were not on leave. In addition, when a one-half (.5) general leave is taken in conjunction with a special leave of one (1) semester (so that the faculty member is released from teaching responsibilities for a full year), the University shall also continue to provide fringe benefits to the faculty member on the same basis as if the faculty member were not taking general leave.
Extension of Tenure Probationary Period

Article 7.16

A full-time faculty member who gives birth or adopts a child or whose spouse or domestic partner gives birth or adopts a child may, upon application to the Provost, extend his/her tenure probationary period for one (1) year for each birth or adoption up to a maximum of two (2) such extensions. Such extensions must be requested within one (1) year of the birth or arrival of the child and prior to the academic year during which the tenure review was previously scheduled to occur.

A full-time faculty member who is responsible for elder care or for the care of a child, spouse or domestic partner with a serious medical condition may, upon application to the Provost, extend his/her tenure probationary period for a maximum of one (1) year.

Article 7.17 (a)

Faculty members who have been hired as full-time faculty prior to the completion of their doctoral degree may take a partial general leave pursuant to Article 7.15 and Faculty Policy Series #21 at any time prior to the semester in which the Ad Hoc Tenure Committee for the faculty member is to be convened. At the option of the faculty member, the faculty
member may choose not to have the period of the partial general leave count toward the faculty member's tenure probationary period, provided the faculty member does not teach more than six (6) credits per semester during the period of leave. The number of semesters excluded from the tenure probationary period pursuant to this procedure shall not exceed the shorter of (a) the number of semesters needed to complete the doctoral degree subsequent to the date of full-time employment or (b) four (4) regular semesters. To obtain this option, such faculty member must submit a request for this option in writing during the semester prior to the general leave, which request must acknowledge that this extension of the probationary period does not grant or imply "de facto" tenure.

In addition, a faculty member appointed to a full-time position prior to the completion of a required terminal degree (or second master's degree in the Library) may, at the option of the faculty member, extend his/her tenure probationary period up to a maximum of two (2) years. Inclusive of excluded leave, the amount of time the tenure probationary period may be extended shall not exceed the amount of time required to complete the terminal degree or second master's degree.
### Article 7.6

As of January 1, 2007, the contribution for coverage under the health plans offered by the University shall be as follows:

#### Hofstra EPO Plan

<table>
<thead>
<tr>
<th>As of:</th>
<th>Individual Coverage</th>
<th>Family Coverage</th>
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</thead>
<tbody>
<tr>
<td>January 1, 2007</td>
<td>14%</td>
<td>18%</td>
</tr>
<tr>
<td>January 1, 2008</td>
<td>14%</td>
<td>18%</td>
</tr>
<tr>
<td>January 1, 2009</td>
<td>14%</td>
<td>18%</td>
</tr>
<tr>
<td>January 1, 2010</td>
<td>16%</td>
<td>19%</td>
</tr>
<tr>
<td>January 1, 2011</td>
<td>16%</td>
<td>19%</td>
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#### Hofstra POS and Other Plans

14
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<thead>
<tr>
<th>Plan</th>
<th>Individual Coverage</th>
<th>Family Coverage</th>
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<tbody>
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<td>Pre 9/1/06</td>
<td>Pre 9/1/06</td>
</tr>
<tr>
<td>Faculty</td>
<td>Post 8/31/06</td>
<td>Post 8/31/06</td>
</tr>
<tr>
<td>University POS</td>
<td>15% of premium</td>
<td>20% of premium</td>
</tr>
<tr>
<td></td>
<td>25% of premium</td>
<td>25% of premium</td>
</tr>
<tr>
<td>Other Plans</td>
<td>20% of premium</td>
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</tr>
<tr>
<td></td>
<td>25% of premium</td>
<td>25% of premium</td>
</tr>
</tbody>
</table>

Except for family coverage under the Major Medical Indemnity Plan and for faculty appointed subsequent to August 31, 2006 electing coverage under plans other than the EPO Plan, the monthly contribution made between September 1, 2006 and December 31, 2006 will be fourteen (14%) percent of the EPO premium for individual coverage and eighteen (18%) percent of the EPO premium for family coverage.

All contributions shall be collected from the faculty member’s pay on a pre-tax basis. Premiums shall be set and faculty notified of the new premium schedule prior to the open enrollment period each year, the date of notification to be at least sixty (60) days before the effective date.
Notwithstanding the percentage contribution specified above, the annual increase in the premium for the Hofstra EPO and POS plans against which the contribution is calculated shall be the lesser of the percentage increase in the premium for the plan selected or the percentage increase in the previous year’s AON Consulting Healthcare trend rate. In no instance, however, shall the increase in the total premium on which the percentage contribution is made be greater than fifteen (15%) percent.

Dependent Healthcare for Retirees

Article 7.26

Retirement health benefits are available to full time faculty members employed by the University prior to September 1, 2006 with ten (10) years of full time continuous service as a faculty member at Hofstra and who have reached age fifty (50), provided the sum of their age and years of full time continuous faculty service at Hofstra is equal to or greater than seventy (70). Election of retirement and the benefits scheduled herein must be made in writing by the faculty member, normally, at least six (6) months prior to the start of the semester in which the faculty member shall first be on retirement, except for cases in which there has been a significant change in the faculty member's, or his/her immediate family's health, causing the election of retirement benefits.
The Retirement Health Plan for eligible retirees retiring after August 31, 2006 and prior to September 1, 2011 shall include medical, surgical, prescription and hospitalization benefits as specified in the Memorandum of Agreement dated April 26, 2005. In order to accommodate these retirees, the University shall increase the amount of the annual pool available for reimbursement of expenses of Medicare-eligible retirees that are between two thousand ($2,000) dollars and the specified out-of-pocket maximum by one thousand ($1,000) dollars for every fifteen (15) new Medicare-eligible retirees (this amount to be pro-rated for less than fifteen (15) retirees).

These benefits shall not be reduced, nor shall the deductible, the level of contribution, nor the out-of-pocket maximum be increased during the period in which this contract is in effect.

A faculty member eligible for retiree benefits and who is not yet enrolled in Medicare may suspend participation in the Hofstra Retirement Health Plan one (1) time only provided that the faculty member has other comparable health care coverage during the period of time that coverage is suspended under the Hofstra plan. Retired faculty who suspend coverage may return to the Hofstra Retirement Plan provided that s/he does so at the time that s/he applies for Medicare coverage. Upon returning to the Hofstra Retirement Plan, the retiree shall contribute the percentage of the premium that would have been required of the faculty member had that faculty member not suspended coverage.
A retiree eligible for health benefits and a spouse who is covered by one of the Hofstra health benefit plans at the time of retirement may remain on any of the University plans until they become eligible for Medicare, at which time the Hofstra retiree plan shall become supplemental to Medicare. The premium for the Hofstra retiree plan shall be as follows:

<table>
<thead>
<tr>
<th>Years of Service as of September 1, 2006</th>
<th>Contribution for Individual Coverage</th>
<th>Contribution for Spousal Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 10</td>
<td>25%</td>
<td>25%</td>
</tr>
<tr>
<td>More than 5 but less than 10</td>
<td>25%</td>
<td>50%</td>
</tr>
<tr>
<td>Less than 5 years</td>
<td>25%</td>
<td>100%</td>
</tr>
</tbody>
</table>