## ARTICLE XXXIV

COMPENSATION AND EMPLOYEE BENEFITS

1. Compensation

The University agrees to pay, on the following terms and conditions, to the members of the bargaining unit, the increase in compensation and other fringe benefits referred to hereafter.

* 1. Across-The-Board Salary Increases

There will be no across-the-board salary increases during the term of this Agreement.

1. Minimum Base Salaries
   * 1. The minimum base salaries by rank for full- time members of the bargaining unit as of 9/1/2016 shall remain in effect for the term of this Agreement.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Rank** | **9/01/17** | | | **9/01/2018** | | **9/1/2019** | |
| Professor  Professor-Librarian | $110,995 | | | $110,995 | | $110,995 | |
| Assoc. Professor Assoc.Prof.-Librarian | $88,910 | | | $88,910 | | $88,910 | |
| Asst. Prof. II  Asst. Prof. II-Librarian | $78,695 | | | $78,695 | | $78,695 | |
| Asst. Prof. I  Asst. Prof. I-Librarian Reading Clinician | $72,400 | | | $72,400 | | $72,400 | |
| Instructor Instructor-Librarian | $66,970 | | | $66,970 | | $66,970 | |
| Athletic Staff III | $101,120 | | | $101,120 | | $101,120 | |
| Athletic Staff II | $76,965 | | | $76,965 | | $76,965 | |
| Athletic Staff I | $65,365 |  | $65,365 | | $65,365 | |
| Lecturer IV | $106,66 |  | $106,66 | | $106,660 | |
| Lecturer III | $85,440 |  | $85,440 | | $85,440 | |
| Lecturer II | $75,624 |  | $75,624 | | $75,624 | |
| Lecturer I | $69,575 |  | $69,575 | | $69,575 | |

1. Longevity Increases
   * 1. Full-time bargaining unit members who have completed ten (10) or more years of full-time service at Rider University and who have completed five (5) or more years in their current rank will be entitled to receive additional compensation if their base wage rate, during the prior academic year, was more than $1,000 below the mean for their rank for that year. Such additional compensation shall be added to the current year's salary following implementation of the across-the-board wage increase. During the term of this Agreement, such additional compensation shall be $800 for the rank of Professor or $625 for the rank of Associate Professor, or such lesser amount as is required to bring such bargaining unit members' wage rate within $1,000 of the mean for such rank for the prior year.
     2. Full-time members of the athletic staff holding the rank of Athletic Staff III who have completed ten (10) or more years of service at Rider University and who have completed five (5) or more years at the rank of Athletic Staff III will be entitled to receive additional compensation if their base wage rage, the prior academic year, was more than $1,000 below 92% of the mean for faculty holding the rank of Professor. Such additional compensation shall be added to the current year's salary following the implementation of the across-the-board wage increase.

During the term of this Agreement, such additional compensation shall be $800 or such lesser amount as is required to bring such bargaining unit members' wage rate within $1,000 of 92% of the mean for the rank of Professor for the prior year.

1. Adjunct Salaries
   * + 1. Compensation for each three-hour undergraduate and graduate course by faculty rank and effective date is stated below. The 09/01/16 rates shall remain in effect for the term of this Agreement. Adjunct faculty whose previous rate was higher than these minimums will continue to be compensated based upon their previous rate time

|  |  |  |  |
| --- | --- | --- | --- |
| **Rank** | **9/01/17** | **09/01/18** | **09/01/19** |
| Professor | $5,645 | $5,645 | $5,645 |
| Associate Professor | $5,255 | $5,255 | $5,255 |
| Assistant Professor | $4,830 | $4,830 | $4,830 |
| Instructor | $4,435 | $4,435 |  |
|  |  |  |  |

Adjunct bargaining unit members hired for the first time shall have a minimum hiring rate of $4,000 per three-credit course.

Applied lesson hourly rank minima at Westminster Choir College shall be in accord with Appendix F. Adjunct bargaining unit members who hold emeritus status shall receive no less than the minimum rate for Professor listed above. Full-time members of the bargaining unit who are paid on a contact hour basis, including faculty teaching the summer sessions, in the College of Continuing Studies, and on an overload basis shall receive the same applicable base compensation by rank as listed in Section b.

* 1. Promotion Bonuses

The University agrees to pay a one-time bonus (not a part of the base salary) to full-time bargaining unit members for the following promotions, payable as of the effective date of such promotions:

* + 1. For promotion to Associate Professor or Athletic Staff II, $1,000.
    2. For promotion to Professor, $1,850.

If a promotion to a rank entails raising a bargaining unit member to the rank minimum for the new rank and if that raise to the rank minimum exceeds the normal across-the-board percentage increase, the amount in excess of the normal percentage increase shall be subtracted from the applicable bonus amount.

* 1. Doctoral Bonus

In the academic year following completion of an appropriate, initial, earned doctoral degree, a continuing bargaining unit member who was employed by the University at the time of the awarding of the degree shall receive an increase in his/her annual base salary of $2,500. Instructors who receive their doctorates shall receive the aforesaid doctoral bonus or a salary increase to the minimum for Assistant Professor, whichever, is greater. Such increase in annual base salary shall take effect as of September 1 following the completion of the degree.

* 1. Overtime Rates for Librarians

Work performed by full-time librarians during the following hours will be compensated at the rate of $74.91 per hour plus the across-the-board annual increases in the first year of this Agreement and increased by the across-the-board increases annually thereafter.

* + 1. 11:00 p.m. to midnight on Monday through Friday;
    2. 5:00 p.m. to midnight on Saturday;
    3. 11:00 a.m. to midnight on Sunday;
    4. any day designated by the University administration as a University holiday.
  1. Compensation for Governance Committee Service

Bargaining unit members who serve on the University and college Academic Policy Committees shall be entitled to compensation for such service as follows:

* + 1. Chairperson of the University Academic Policy Committee - $1,750 per year.
    2. Chairperson of a college Academic Policy Committee -

$1,400 per year.

* + 1. Committee members who simultaneously serve on both the University and a college Academic Policy Committee -$1,050 per year.
    2. Other Academic Policy Committee members - $725 per year.
    3. The member of the WCC APC and SFPA APC, who also serves as the liaison to the other WCA APC, shall receive an additional $300 per year.

9. Twelve-Month Rate for Athletic Staff

Full-time members of the professional athletic staff who are appointed on a 12-month basis rather than a 10-month basis shall be compensated for such additional time worked by the payment of an additional sum equal to fifteen (15) % of base salary. Such added compensation shall pertain only to the year(s) for which 12-month appointment is made.

1. Employee Benefits

Additional terms and conditions of the benefits and coverage described below are set forth in the respective plan documents. Any changes in such plan documents affecting the AAUP bargaining unit shall be made only with the mutual agreement of the University and the AAUP.

* 1. Information on Insured Benefits

The University shall provide to the AAUP, upon its written request, information concerning the costs and expenses related to the University's medical, life insurance, and disability insurance programs, so as to enable the AAUP to enter into discussions with the University, on a knowledgeable basis, concerning the efficiency and cost-effectiveness of the manner in which the University provides such insured employee benefits. This information may include, but shall not be limited to, premium costs, related census information, vendor commissions, and retention figures. The University shall not be required to provide information which invades the privacy of any of its employees, but, instead, shall provide data in an aggregated, summary form, so as to maintain the anonymity of the individuals for whom such data are reported.

* 1. Health Benefits
     1. For purposes of Section B(2), B(3), and B(4) of this Article, the terms "spouse," "family," and "dependent" shall include a sole declared unmarried domestic partner of an eligible bargaining unit member. In administering the aforementioned Sections of the Agreement, the University shall provide to such a domestic partner of a bargaining unit member all the rights and privileges it provides to a statutorily recognized spouse, provided the bargaining unit member and his/her domestic partner sign an affidavit affirming that they have lived together for at least six (6) months. Unless otherwise noted in this Agreement, the medical benefits in place as of August 2007 shall remain in place.
     2. Eligible members of the bargaining unit shall have the option of participating in the 100/80 Open Access Point of Service Plan as defined in Appendix A, the 90/70 Open Access Point of Service Plan with a safety net feature, the HMO with prescriptions, and a high-deductible plan, all as referenced in Appendix A.

c. Under the Open Access plans, the employee’s out of network costs for provider charges, regardless of whether Rider is primary or secondary, will be calculated using the undiscounted calculation of the reasonable and customary limits.

d. Bargaining unit members may elect any health insurance plan provided through Rider as the primary payor for medical expenses incurred as a result of a motor vehicle accident.

e. The University and the AAUP shall maintain a

Benefits Cost Containment Committee to explore all meaningful cost saving alternatives while preserving high quality medical plan options. The committee shall make its reports to both the AAUP and the University, and the parties will meet at least once a year prior to September 1st to review these reports and to consider the implementation of the suggested strategies.

* 1. BeneFlex Benefits Plan
     1. The University will administer a cafeteria benefits plan, as defined under Section 125 of the Internal Revenue Code, called BeneFlex, whereby full-time members of the bargaining unit are eligible for:

1. benefits provided under one of the health plans in section 2(b) above;
2. participation in BeneSave flexible spending accounts;
3. premiums for dependent coverage paid on a pre-tax basis.
   * 1. Upon submission to the University of proof of other health coverage, a bargaining unit member may waive participation in any of the health care plans referred to in 2(b) above and receive 58.33 benefits credits per month to be used as stated in Section 3(c).
     2. Bargaining unit members with benefits credits available through waiver of health insurance may receive the cash equivalent of the benefits credits each month, taken as taxable income; use the available credits toward the purchase of dental coverage as stated in Section 3(d); contribute the monthly cash equivalent per month to the BeneSave Flexible Spending Accounts referred to in Section 4; or do any combination of the foregoing. For purposes of this Agreement, the cash equivalent of one benefits credit is $1.00.
     3. Provided the enrollment meets the minimum number required by the applicable carrier, the University will administer a dental care plan for bargaining unit members and their eligible dependents. Bargaining unit members may purchase such coverage with available benefits credits (see Section 3[c]) or at their own expense. The cost of the dental care plan will vary according to the level of coverage chosen.
     4. The parties agree that the University shall have the right to change insurance carriers after consultation with the AAUP as long as the benefits are equal to or better than those presently provided.
     5. It is agreed that individual full-time members of the bargaining unit will pay for single coverage at a rate of 2.3% of their base annual salary for enrollment in the 90/70, HMO, and high-deductible plans, and at a rate of 2.8% of their base annual salary for enrollment in the 100/80 plan. Furthermore, they will pay for extending their individual coverage to include their spouse, domestic partners, and eligible dependents either at their own expense or with sums available through the BeneSave Flexible Spending Accounts described in Section B(4) of this Article, except as subsidized herein below.

Each eligible bargaining unit member who purchases dependent coverage in the 90/70 plan or HMO will receive a University contribution towards monthly premiums equal to the difference in the monthly premium cost for single coverage at the 100/80 plan reimbursement rate and the single rate of the selected plan. The amount of this reimbursement will be used to offset the premium cost for dependent coverage.

The University shall provide an additional subsidy to the non-single premiums for the 90/70 Open Access Point of Service Plan and the HMO with prescriptions plan. This subsidy for non-single coverage will be a 20% aggregate discount annually for these plans; the distribution of the aggregate amount of the discount to the two plans, and among the coverages elected, and salary tiers will be determined by the AAUP in consultation with Human Resources. The subsidy will be dependent on bargaining unit members’ salaries and chosen plans. In subsequent plan years, gross premium increases will be determined using the historical approach of employer and employee rates increasing by the same percentage, representing the percentage cost increases to each plan overall, as the determined through the insurance renewal.

* + 1. Enrollment elections made under the BeneFlex Cafeteria Plan are made on an annual calendar year basis. Re- enrollment elections are to be made prior to the beginning of each calendar year, unless the bargaining unit member has a “qualified change in life status” as defined in the Summary Plan Description.
  1. BeneSave Flexible Spending Accounts

The University will continue to provide Flexible Spending (BeneSave) Accounts pursuant to which full-time members of the bargaining unit and adjunct members of the bargaining unit as defined in Section 8(a) of this Article may elect to reduce their salaries and utilize such monies to pay for medical or dependent care expenses as allowed by law.

* 1. Total Disability Insurance (Long Term Disability)

The University agrees to maintain in effect a Total Disability Insurance Plan to provide a Monthly Income Benefit in the event of a total disability, as determined by the applicable carrier, resulting in a covered bargaining unit member's inability to engage in his/her regular occupation for the first thirty (30) months of such total disability, or thereafter, for the inability of the bargaining unit member to engage in any occupation for which he/she is reasonably fitted by education, training, or experience. Covered bargaining unit members are full-time members of the bargaining unit and those members described in Section (B)(8)(a), herein below.

This Monthly Income Benefit will begin after six (6) consecutive months of total disability and will continue for the duration of the disability or until age 66, whichever comes first. In the event that the disability occurs after the bargaining unit member reaches age 60, the benefit shall be according to the terms set forth in the plan policy. The Monthly Income Benefit, together with any income benefits payable from Social Security for the bargaining unit member or for his/her dependents and from Workers' Compensation, will be equal to 66 2/3 % of the bargaining unit member's monthly base salary as of the date of the disability. The Monthly Income Benefit will be increased each year by three (3) % annually, beginning with the first day of the calendar month after eighteen (18) months of continuous disability.

At age 65, those on Total Disability will be required to apply for Medicare A and B as their primary insurance.

Bargaining unit members who are eligible to receive a Monthly Income Benefit and who on are also participants in the Rider University regular retirement program, will receive a Monthly Premium Annuity Benefit equal to the total employer and employee contribution described in paragraph 7 of this Article. per their monthly base salary earned prior to the disability, to be paid monthly by the University and credited as monthly premiums to the bargaining unit member's TIAA-CREF regular retirement annuities. Bargaining unit members on Long Term Disability as of the effective date of this Agreement shall be credited for TIAA-CREF at the rate in effect at the time they commenced their Long Term Disability.

The University shall notify the AAUP of any anticipated change of provider for this insurance.

* 1. Life Insurance

The amount of life insurance will be equal to two (2) times a covered bargaining unit member's annual base salary rounded down to the nearest thousand. Covered bargaining unit members are full- time members of the bargaining unit and those members described in Section (B)(8)(a), herein below. Effective January 1, 2012, bargaining unit members shall have the option to elect reduced coverage in the amount of $50,000 in lieu of the normal benefit.

At retirement, a covered bargaining unit member's life insurance coverage shall be reduced by twenty (20) % or to a maximum of $50,000, whichever is less, and thereafter shall be reduced by twenty (20) % of the pre-retirement life insurance benefit per annum to an amount of no less than $5,000. Full-time bargaining unit members will become eligible for this retirement life-insurance benefit under the following conditions: (a) attainment of age 60, and (b) ten years of full-time service, and (c) irrevocable relinquishment of his/her full-time position, such as through a negotiated voluntary separation agreement.

* 1. Defined Contribution Retirement Plan (Retirement Annuity Plan)

The University will continue to maintain the defined contribution retirement plan for full-time members of the bargaining unit. Participants shall continue to contribute a minimum of five (5) % of their annual base salaries to such retirement plan. The University shall contribute to such retirement plan 7.0% in year one, 6.0% in year two, and 5.0% in year three of this Agreement.

The University will expand the eligibility under its defined contribution retirement plan for AAUP to include seasonal coaches who satisfy the participation requirements under ERISA. Effective October 1, 2007, non-exempt seasonal coaches (as defined in the federal Fair Labor Standards Act) who have performed at least 1,000 hours of service in the 12-month period from their date of hire coincident with the University’s open enrollment dates will be eligible to participate in the Plan on the same basis as full-time members of the bargaining unit.

A Retirement Plan Investment Committee will be comprised of one (1) bargaining unit member selected by the AAUP, the Director of Compensation and Benefits (who shall convene the meetings), the Vice President of Finance, the Associate Vice President for Human Resources and one additional professional, administrative employee appointed by the President of the University who shall serve for a term not to exceed two years. The Committee shall meet periodically to review and monitor the investment policies and options under the University’s Defined Contribution Retirement Plan and Tax Deferred Annuity Plan. The Committee shall determine the number and type of investment options in accordance with established benchmarks and external independent advice and report on the investment performance of the designated options as well as the Committee activities to the President of the University or other person or Committee designated by the President and to the AAUP, at least annually.

TIAA-CREF will continue to act as the record keeper for the University’s Defined Contribution Plan and Tax Deferred Annuity Plan and will continue to provide investment advice to individual policyholders in the plans.

* 1. Benefits for Adjunct Bargaining Unit Members
     1. Medical Plan

Adjunct bargaining unit members who hold Priority Appointment status, as provided for in Article XVI and Reading Clinicians who are on at least half-time appointments are eligible for coverage under the medical plans described in section (B)(2) of this Article, including all benefits features in Sections 2, 3, and 4 on the same basis as full-time members of the bargaining unit during those semesters when they are employed at the University. Provided such bargaining unit members are employed during both semesters of the previous academic year, the University will maintain, at its expense, their individual coverage during the summer months.

Adjunct bargaining unit members, as defined in 8(a) above, will be eligible to participate in Rider’s health plans for retirees at their own expense under the following conditions: (a) attainment of age 65, and (b) ten years of service during which the adjunct bargaining unit member was benefits eligible, and (c) the adjunct bargaining unit member irrevocably relinquishes his/her priority status appointment or Reading Clinician appointment, as the case may be.

* + 1. Defined Contribution Retirement Plan (Retirement Annuity Plan)

Adjunct bargaining unit members as defined in Section a, above, are eligible to apply for coverage under the University's total disability insurance plan and for participation in the University's defined contribution retirement plan on the same basis as full-time members of the bargaining unit. Summer teaching by adjunct faculty shall be included in this latter contribution.

* + 1. Sick Leave

Adjunct bargaining unit members as defined above shall be provided with sick benefits on the same basis as full-time bargaining unit members under Article XXXIII during the periods of their employment except for the section entitled Pregnancy and Childbirth Leaves.

* + 1. Life Insurance

As stated in Section B-6 herein above. See also Appendix

H. Eligibility for retiree life insurance will be based on (a) attainment of age 60, and (b) ten years of participation in the University group life plan, and(c) irrevocable relinquishment of his/her priority status appointment or Reading Clinician appointment, as the case may be.

9. Individual Establishment of TIAA-CREF IRA Plan

Bargaining unit members who are not otherwise eligible for participation in the University's 403 b Retirement Plan may at their own expense and to the extent permitted by TIAA-CREF enroll in a TIAA-CREF IRA plan.

10. Vacation Days for Reading Clinicians

Full-time Reading Clinicians shall be entitled to twenty (20) paid days of vacation annually. Full-time Reading Clinicians may accumulate and carry over to a subsequent year up to a maximum of ten (10) days of paid vacation, provided that the staffing needs of the Reading Clinic are met at the time that such carry-over vacation is to be taken. Five (5) days of paid vacation which are accumulated and carried over to a subsequent year will not be compensated for in the event of the termination of the employment of the affected Reading Clinician.

11. Direct Deposit

The University shall continue in effect a direct deposit plan, provided minimum participation is available, that will allow bargaining unit members the option of having their payroll checks deposited directly into their bank accounts.

12. Tuition Remission

* 1. Attendance at Rider University

1. Eligibility for Tuition Remission at Rider University
   1. Subject to the conditions set forth in Section (iii), full-time members of the bargaining unit may attend Rider University on a part-time or full-time basis, completely exempt from the payment of tuition or audit fees for undergraduate and graduate courses. Certain members of their household may attend Rider University on a part-time or full-time basis, completely exempt from payment of tuition for undergraduate courses and exempt from the payment of one-half of tuition charges for graduate level courses. In either case, courses may be taken during the day, evening, summer, and interim sessions, and the attending student shall be charged all other applicable fees, including, but not limited to, laboratory, books, and supplies.

"Certain members of the household" shall be defined to include a spouse, widow, widower, a domestic partner (as defined in Section B[2][a] of this Article), or child who resides at the domicile of the full-time bargaining unit member or who resided there at the time of the bargaining unit member's death. "Child" is defined to mean an unmarried person, under age twenty-four (24) who is the natural child, stepchild, or adopted child of the bargaining unit member. In the case of a stepchild or adopted child, the bargaining unit member must have assumed parental responsibility before the child's thirteenth birthday. In case of a child who has served in the military service or in institutionalized social service, the maximum age limit for tuition remission benefits is twenty-seven (27) years.

* 1. Adjunct members of the bargaining unit, during a semester in which they are teaching, may enroll certain members of their household in one (1) three- credit undergraduate course exempt from the payment of tuition, but shall be charged all other applicable fees. Summer Session I and II shall be deemed a single semester for this purpose. "Certain members of their household" shall be defined as in the preceding paragraph.
  2. Adjunct members of the bargaining unit who have taught more than six (6) courses over the preceding three-year period, and who are eligible to enroll in graduate courses at Rider, shall receive an internal tuition remission benefit of 75% of the tuition charges, but shall be charged all other applicable fees. Part-time seasonal members of the professional athletic staff, who are eligible to enroll in graduate courses at Rider, shall receive an internal tuition remission benefit of 75% of the tuition charges for up to three courses in any fiscal year in which they have been employed by the University, but shall be charged all other applicable fees.
  3. Reading Clinicians may enroll in Rider University graduate courses exempt from the payment of tuition, but shall be charged all other applicable fees.

1. Application for Other Sources of Financial Aid

As a condition of eligibility for tuition remission, both under this Section and Section (b), Attendance at Other Institutions, below, bargaining unit members or the applicable members of their families, shall be required either to file with the University's Office of Student Financial Services completed application forms for scholarship assistance from State and Federal sources as well as from any other source, or demonstrate that such forms have been filed with the appropriate granting agencies. It shall be the responsibility of the University to provide or recommend the forms reasonably required to be filed hereunder. The University will use its best efforts to maintain the confidentiality of the application forms filed with the University's Office of Student Financial Services. Any scholarship assistance obtained from State, Federal, or other sources shall be credited toward the applicable tuition charges.

1. Credit Courses for Faculty Members

Except in unusual circumstances, cleared through the Provost, a bargaining unit member who holds an academic appointment as Assistant Professor, Associate Professor, or Professor is not expected to take Rider University undergraduate or graduate courses for credit.

1. Continuation of Tuition Remission During Leaves

Exemption from tuition charges at Rider as specified above shall continue while a full-time bargaining unit member is on a leave of absence (sabbatical, sick, or for other purposes), provided that Rider University may require that before it grants any such tuition exemption, the full-time bargaining unit member deposit with it, a sum of money equivalent to the tuition that would normally be charged, to be held in escrow. Two (2) years after the bargaining unit member returns to full-time employment status, such sums shall be returned to the full-time bargaining unit member, or if the full-time bargaining unit member is deceased before the end of such period, the sums shall be paid to his/her estate. If the full-time bargaining unit member voluntarily terminates his/her employment before the completion of the two (2) years period, such sums shall revert to Rider University.

1. Effects of Changes in Employment Status

Exemption from tuition charges at Rider ceases upon the termination of employment at Rider of the bargaining unit member, except in the cases of retirement, total disability, death, or lay-off (under the terms of this Agreement) of the bargaining unit member, in which case tuition remission benefits continue as follows:

Exemption from tuition charges at Rider for full-time members of the bargaining unit as specified above in paragraph a (i) (a) of this Section shall continue during the retirement of a full-time bargaining unit member. If a full- time bargaining unit member is totally disabled or dies while employed by Rider University, and at the time of his/her total disability or death served the University as a full-time bargaining unit member for less than five (5) years, and at the time of his/her total disability or death certain members of his/her household as defined in paragraph a (i) (a) of this Section are currently enrolled or have been accepted for enrollment as full-time or part-time undergraduate or graduate students at Rider University, the exemption from applicable tuition charges shall continue for a period of one (1) year from the date of the full-time bargaining unit member's total disability or death.

If a full-time bargaining unit member is totally disabled or dies while employed by Rider University, and at the time of his/her total disability or death served the University as a full-time bargaining unit member for at least five (5) years, certain members of his/her household as defined in paragraph a (i) (a) of this Section, excluding children, shall continue to be exempt from applicable tuition charges for a period of five (5) years from the date of his/her total disability or death.

If a full-time bargaining unit member is totally disabled or dies while employed by Rider University, and at the time of his/her total disability or death served the University as a full-time bargaining unit member for at least five (5) years, any of his/her children, as defined in paragraph a (i) (a), if they attend Rider University, shall be exempt from tuition for undergraduate courses only.

A tenured bargaining unit member who is laid off under the provisions of Article XV shall be permitted to enroll in a graduate program at Rider University, free of any applicable tuition charges, provided that the bargaining unit member qualifies for admission to such graduate program. This benefit to laid-off bargaining unit members shall be available only while such persons are on the three-year recall list and, if recalled sooner, such bargaining unit member shall thereupon be subject to all restrictions otherwise imposed on bargaining unit members actively employed by the University.

The University shall continue to provide tuition remission assistance benefits at Rider University to certain members of the household, as defined in Section a (i) (a), of a laid-off tenured bargaining unit member or laid-off non-tenured professional staff member who is not on a terminal appointment and who has more than six (6) years of service at the University. Such benefits shall continue in effect only for the three-year period while such bargaining unit member has recall rights under Article XV.

* 1. Attendance at Other Institutions

1. Eligibility for Tuition Remission for Attending Other Institutions

Full-time members of the bargaining unit are eligible for tuition assistance for each child if such child is enrolled as a full-time undergraduate student in any accredited college or university in the United States or any institution of equivalent standing in the United States or elsewhere.

"Child" is defined to mean an unmarried person, under age twenty-four (24) who is the natural child, stepchild, or adopted child of the bargaining unit member. In the case of a stepchild or adopted child, the bargaining unit member must have assumed parental responsibility before the child's thirteenth birthday. In the case of a child who has served in the military service or in institutionalized social service, the maximum age limit for tuition remission benefits is twenty- seven (27) years.

Under no circumstances are tuition remission benefits available to educate any member of the household or any child, as defined in Sections (13)(a) and (b) of this Article, who was not a member of the bargaining unit member's household or a child of the bargaining unit member at the time of her/his separation from the University, whether by retirement (as defined below), death, disability, or otherwise.

Rider University will pay the actual tuition charged the student up to a maximum of eighty (80) % of the tuition Rider University charges its undergraduate students for a full academic year. The full-year Rider grant will be paid, on a prorated basis, according to the sessions of the academic calendar at the other institution. No payment will be made by Rider University towards the cost of room and board or other fees, which may be charged by the other institution. Tuition normally will be paid directly to the institution, which the student is attending. Undergraduate tuition on behalf of any one (1) student will not be paid for more than four (4) academic years including time spent at Rider University as an undergraduate student.

As a condition of eligibility for tuition remission, both under this Section and Section (a), Attendance at Rider University, above, bargaining unit members or the applicable members of their families, shall be required either to file with the University's Office of Student Financial Services completed application forms for scholarship assistance from State and Federal sources as well as from any other source, or demonstrate that such forms have been filed with the appropriate granting agencies.

1. Continuation of Tuition Remission During Leaves

Tuition payments as specified above shall continue while a full-time bargaining unit member is on a leave of absence (sabbatical, sick, or for other purposes), provided that Rider University may require that before it grants any such tuition payment, the full-time bargaining unit member deposit with it, an equivalent sum of money to be held in escrow. Two (2) years after the bargaining unit member returns to full-time employment status, such sums shall be returned to the full-time bargaining unit member, or if the bargaining unit member is deceased before the end of such period, the sums shall be paid to his/her estate. If the full-time bargaining unit member voluntarily terminates his/her employment before the completion of the two-year period, such sums shall revert to Rider University.

1. Effects of Changes in Employment Status

Tuition payment on behalf of a child will cease upon termination of employment at Rider University by the full- time bargaining unit member, except in the cases of retirement, total disability, or death of the bargaining unit member, in which case tuition benefits continue as follows:

Eligibility for tuition payments as specified above shall continue during the retirement of a full-time bargaining unit member and following the death or total disability of such full-time bargaining unit member who served the University as a full-time bargaining unit member for at least ten (10) years prior to death or total disability; should total disability cease, such eligibility shall cease unless the bargaining unit member returns to full-time employment with the University or retires.

As used in this section "retirement" shall mean separation from employment with the University under either of the following circumstances:

--- Under the terms of Article XXXVI (Voluntary Separation), Section A, B, or C; or

--- After age 59.5 with a minimum of ten (10) years of full- time service to the University, and provided the bargaining unit member has begun drawing a pension from TIAA/CREF and is not currently employed full-time by any other institution of higher learning.

If a full-time bargaining unit member is totally disabled or dies while employed by Rider University, and at the time of his/her total disability or death served the University as a full-time bargaining unit member for less than five (5) years, and at the time of his/her total disability or death his/her child as defined in paragraph b (i) of this Section is currently enrolled or has been accepted for enrollment as a full-time undergraduate student at a qualifying institution, tuition payments defined in paragraph b (i) of this Section shall continue for a period of one (1) year from the date of the full-time bargaining unit member's total disability or death.

If a full-time bargaining unit member is totally disabled or dies while employed by Rider University, and at the time of his/her total disability or death served the University as a full-time bargaining unit member for at least five (5) years but less than ten (10) years, and at the time of his/her total disability or death his/her child as defined in paragraph b (i) of this Section is currently enrolled or has been accepted for enrollment as a full-time undergraduate student at a qualifying institution, tuition payments defined in paragraph b (i) of this Section shall continue until the student shall have completed four (4) years of full-time undergraduate study.

1~~4~~. Continuation of Employee Benefits

Employee benefits currently in effect for bargaining unit members, which benefits are not specifically mentioned in this Article, shall be continued in effect.