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**THIS AGREEMENT** made and entered into as of the 1st day of September, 2014, by and between RIDER UNIVERSITY (hereinafter sometimes referred to as the "University") and the RIDER UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (hereinafter sometimes referred to as the "AAUP").

## PREAMBLE

The purpose of this Agreement is to provide the members of the bargaining unit and Rider University with a contract which will insure a healthy and viable institution of higher learning, capable of supporting a quality program of teaching, research, and public service. This Agreement seeks to maintain and strengthen the educational excellence, facilitate effective faculty participation, assure fair and reasonable conditions of employment, and provide techniques and procedures for the peaceful reconciliation of disputes should they arise.

## ARTICLE I

### RECOGNITION OF UNIT

#### A. Recognition of Sole and Exclusive Bargaining Representative

The University recognizes the AAUP as the sole and exclusive bargaining representative for all members of the bargaining unit defined below.

#### B. Individuals Included in the Bargaining Unit

1. All full-time faculty, full-time librarians, full-time members of the professional athletic staff, and full-time clinicians in the Reading Clinic, who are substantially involved in the teaching and evaluation of Rider University undergraduate and graduate students, but only during the period(s) of their appointment(s).
2. All adjunct faculty, part-time librarians, part-time and seasonal professional athletic staff, and part-time clinicians in the Reading Clinic, who are substantially involved in the teaching and evaluation of Rider university undergraduate and graduate students, but only during the period(s) of their appointment(s).

All other employees of the University not specifically referred to above are excluded from the AAUP bargaining unit.

#### C. Grievance Rights of Part-time Members of the Bargaining Unit

The AAUP may pursue grievance rights, as defined in Article XXII, of the part-time employees noted above for any and all issues arising from their employment with Rider University in a bargaining unit position, or related

to their priority or preferred status whether or not the part-time bargaining unit member is currently under contract.

D. Individuals Excluded from the Bargaining Unit

Individuals holding the following positions are excluded from the AAUP bargaining unit even if they hold faculty status or are members of the professional athletic staff:

1. All members of the board of trustees;
2. The provost and vice presidents;
3. Associate and assistant vice presidents and provosts;
4. Deans;
5. Associate and assistant deans;
6. Assistants to Deans;
7. Department chairpersons;
8. The Director of Choral Activities;
9. The Director of Athletics;
10. Associate and assistant directors of Athletics;
11. Persons serving in any of these excluded positions on a temporary or acting basis.

The University shall provide the AAUP with a list of all such individuals by August 20 of each year and will provide an update of the list whenever the list changes. The University will inform the AAUP of which administrative employees hold faculty status and the department of program that awarded that status to them. In addition documentation shall be provided for any new individuals who attain faculty status supporting that such status was awarded.

## ARTICLE II

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION

A. There shall be no discrimination against any bargaining unit member or against any applicant for employment by reasons of race, creed, marital status, color, age, sex, religion, national origin, citizenship, relationship with any other persons employed by the University, sexual or affectional orientation, membership in or activity on behalf of AAUP except as provided in Article XXI (Agency Rights) or use of the grievance procedure, or any other category protected by New Jersey or Federal law. All advertisements for bargaining unit positions shall contain the following statement: Rider is an equal opportunity/ Affirmative Action employer, committed to developing and sustaining a diverse workplace, and does not discriminate on the basis of age, race, sex, sexual orientation, national origin, religion, or any other non-job related criteria.

B. There shall be a standing Affirmative Action Committee chaired by the University's Affirmative Action Officer. It shall consist of three administrative members appointed each September by the Provost and three bargaining unit members appointed by the UAPC.

The Committee shall research best practices in higher education for recruiting and retaining faculty from under-represented populations, make recommendations to Human Resources, and participate in the development of training that will help departments recruit and retain faculty from under-represented populations.

C. Grievances arising under Section (A) of this Article may be processed through the grievance procedure set forth in Article XXII and may be referred to outside arbitration.

Grievances arising under Section (B) of this Article may be processed through the first two steps of the grievance procedure set forth in Article XXII, but may not be referred to arbitration. However, complaints alleging a failure to adhere to the procedures set forth in Section (B) of this Article may be submitted to outside arbitration. A grievant may not file a complaint on affirmative action with a government agency simultaneously with pursuing a grievance under Article XXII unless failure to do so would mean loss of the right to file such a complaint.

### **ARTICLE III**

#### **CONFLICT OF INTEREST**

##### **A. Conflict of Interest in Faculty Status Decisions**

The AAUP and the University recognize that it is the obligation of everyone involved in faculty status (appointment, reappointment, promotion and tenure) decisions to make recommendations and render judgments in as fair and unbiased way as possible and that the University relies on such judgments in order to carry out its central mission. At the same time the parties recognize that pre-existing relationships between candidates and those who are charged with making recommendations or rendering such decisions may make it impossible for an individual to render or appear to render a fair and unbiased judgment in a faculty status case. Under such circumstances it may become necessary for an individual not to participate in the departmental discussion and vote in a faculty status case in which they would otherwise be professionally obligated to participate. The following shall be the procedure to be followed when an involved individual believes that they or some other member of the University community should not participate in the departmental discussion and vote in a particular faculty status case because of a conflict of interest.

If any member of the faculty believes a conflict of interest created by a familial, intimate, or financial relationship would prohibit fair consideration of a candidate's application for, appointment, reappointment, promotion and/or tenure, s/he has an obligation to report the potential conflict of interest, by petitioning the Provost and the AAUP Executive Committee to ask that a named individual be barred from participation in the departmental discussion and vote in a particular faculty status case. A petitioner must specify the nature of the relationship and explain why the relationship makes it impossible for the named individual to fairly evaluate the candidate. In a case where the petition comes from someone other than the individual with the alleged conflict of interest the named individual will be given the opportunity to explain why s/he should not be barred from participating in the evaluation of the candidate. In the case of appointments an individual may recuse themselves from the process if they believe that they have such a conflict. In all other faculty status cases an individual must petition the Provost and the AAUP Executive Committee to be excused from the obligation to participate. If the Provost and the AAUP Executive Committee concur that the conflict of interest would prohibit the fair evaluation of a candidate, then and only then, the individual named in the petition will be excused from this obligation. If the named individual is the Provost, the President and the AAUP Executive Committee shall make the decision.

B. Conflict of Interest in Financial or Other Personnel Decisions

While faculty members rarely make University financial or personnel decisions separate from the appointment, reappointment, and promotion and tenure process, when such a situation arises faculty have the same obligation to avoid conflicts of interest as they do in faculty status decisions. If a faculty member believes that he/she or any other member of the faculty in such a situation have a conflict of interest or may reasonably be perceived to have a conflict of interest due to a familial, intimate or financial relationship, he/she has an obligation to report the conflict to the Provost's office. The Provost and the designee of the AAUP will review the potential conflict and either determine that no real or potential conflict exists, or in cases where the Provost and the AAUP designee cannot agree that is the case, the matter will be referred to the Conflict Committee of the University's Board of Trustees. Financial or personnel decisions that relate to the reported potential conflict of interest will not be implemented until reviewed and approved by either the Provost and the AAUP designee or the Conflict Committee of the University Board of Trustees.

**ARTICLE IV**

**ACADEMIC FREEDOM**

As members of the community, bargaining unit members have the

rights and obligations of all citizens. They measure the importance of these obligations in the light of their responsibilities to their subjects, to their students, to their profession, and to their institution. As citizens engaged in a profession that depends upon freedom for its health and integrity, bargaining unit members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

Except for reasons that constitute proper cause for discipline under any other provision of this Agreement, the University will not threaten, coerce, or discipline members of the bargaining unit because of what they say or what they do as private citizens, for promoting and preserving the conditions of free inquiry necessary to fulfill the obligations of their academic disciplines, or for discharging their responsibilities to their students, to their colleagues, to their professions, or to their institution.

## ARTICLE V

### ASSOCIATION PRIVILEGES

#### A. Office and Meeting Facilities

The AAUP shall be entitled to private office space similar to the space it presently occupies. In addition, the AAUP shall be permitted use of appropriate facilities at the University for its larger meetings, so long as such facilities are available and not committed to other purposes and the AAUP complies with the rules and regulations relating to the use of such facilities applicable to all members of the University community.

#### B. Bulletin Boards and Computer Networks

The AAUP shall be entitled to post notices of its activities and matters of AAUP concern on bulletin boards at locations agreed upon between the AAUP and the University. The University shall provide the AAUP access to the University computer network in accordance with University policy and practices in place at the time of this Agreement.

#### C. Use of Mailroom Facilities

The AAUP shall be entitled to use University mailroom facilities for the internal distribution of AAUP communications provided that this shall not interfere with or interrupt normal University operations, or for external distribution provided that AAUP pays U.S. Postal charges. All such communications shall be dated and identified as AAUP communications.

#### D. Use of Other University Services

The AAUP shall be entitled to the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, address label and food services, and such other services as may be contracted for by other campus organizations. Charges for such services shall be those in effect for all campus organizations and shall be billed on a monthly basis.

E. Directory Listing

The office, telephone numbers, and the AAUP's administrative assistant shall be listed in the Rider University Campus Directory.

F. Membership List

The University shall provide the AAUP with a complete list of full-time members of the bargaining unit by September 1 for the Fall term and by January 25 for the Spring term of each year. The University shall also provide the AAUP a complete list of part-time members of the bargaining unit by October 1 and February 15 for the Fall and Spring terms, respectively, and by the end of the first week of classes for all other terms. The information provided shall include the bargaining unit member's name, rank, department, salary, home and email addresses, and for full-time members of the bargaining unit, dates of commencement of employment. In addition the University shall provide by September 1 and January 25 a list of all chairpersons, acting chairpersons, bargaining unit members on leave, and full-time bargaining unit members separating from University employment. The University shall provide the AAUP with information necessary for it to process grievances adequately and administer the terms of this Agreement, upon written request for such information from the AAUP.

## **ARTICLE VI**

### **DEFINITION OF RANKS**

A. Ranking System for Faculty

All instructional appointments and promotions shall be to a designated faculty rank either as described in this Article or in accordance with the provisions of Article VIII (Promotion and Tenure).

For all colleges of Rider University, faculty ranks will be consistent with the standards described below and in Article VIII (Promotion and Tenure). Newly hired faculty with previous experience and advanced training may be appointed to any rank described in the position announcement, depending on their qualifications, and if recommended by

the appropriate department.

For purposes of this Article, as well as Articles VII, VIII, X, XIII, XV, XVIII, and XXXVI, the library system shall be considered equivalent to a college and the Moore and Talbott Libraries as two departments. Whenever there are fewer than three (3) full-time bargaining unit members in the Talbott Library, two (2) bargaining unit members from the Moore Library shall be so selected. Whenever there are three (3) full-time bargaining unit members in the Talbott Library, one (1) bargaining unit member from the Moore Library shall be so selected.

1. Instructor and Instructor-Librarian

The ranks of Instructor and Instructor-Librarian are pre-probationary ranks (time in this rank does not count towards the individual's tenure clock). Appointments to faculty rank made during the term of this Agreement with the designation "Instructor" shall be limited to individuals who, at the time of their appointment, have completed all course work for the applicable terminal degree but have not yet received that degree. Such appointments shall be made only with the mutual agreement of the dean and the applicable department. Appointments with the designation "Instructor-Librarian" shall be limited to individuals who, at the time of their appointment, have not completed a graduate degree in a subject field other than Library Science. Such appointments shall be made only with the mutual agreement of the Dean of University Libraries and the library faculty. Up to two (2) annual appointments may be made for Instructors or Instructor-Librarians and they shall be non-tenure track appointments. Instructors and Instructor-Librarians who receive the appropriate terminal degree or qualification shall be promoted to the rank of Assistant Professor I or Assistant Professor I-Librarian, effective the Fall semester following receipt of the degree, without having to apply for promotion under Article VIII. The regular probationary period (the time that an individual has to earn tenure or be issued a terminal contract) for such individuals shall begin in September of the year following completion of the appropriate terminal degree. At the expiration of an appointee's pre-probationary period as described herein, Instructors and Instructor-Librarians who have not received the appropriate terminal degree or qualification may be promoted to the rank of Assistant Professor I or Assistant Professor I-Librarian only with the mutual agreement of the dean and the department or of the Dean of University Libraries and the library faculty. Promotion of Instructors or Instructor-Librarians to Assistant Professor I or Assistant Professor I-Librarian shall be subject only to the procedures for annual reappointment under Article X. Pre-probationary appointments, as described in this Section, shall not constitute grounds for a claim by the individual or the AAUP that service during the pre-probationary period may be counted towards

the probationary period.

## 2. Assistant Professor and Assistant Professor-Librarian

Appointment of newly hired faculty to the rank of Assistant Professor or Assistant Professor-Librarian shall be either a first-term appointment (Assistant Professor I or Assistant Professor I-Librarian) or a second-term appointment (Assistant Professor II or Assistant Professor II-Librarian). For appointment to Assistant Professor I, the person should (but is not required to) possess an appropriate terminal degree or qualification and appropriate graduate education and potential for effective teaching and scholarly activity in his/her field of specialization as well as the potential for carrying out value activities at the department, college/school, and University levels. For appointment to the rank of Assistant Professor I-Librarian, the person should (but is not required to) possess a master's degree in Library Science (hereinafter the "M.L.S."), and prior professional library experience and the potential for scholarly activities and contributions to the library profession, as well as the potential for carrying out value activities at the department, college/school, and University levels. At this rank, possession of a graduate degree in a subject field (other than Library Science) is desirable. Appointments to Assistant Professor I or Assistant Professor I-Librarian shall be made on a year-to-year basis for a period not to exceed three (3) years at which time the individual will be given a second-term appointment (Assistant Professor II or Assistant Professor II-Librarian) or a terminal contract.

For appointment to the rank of Assistant Professor II, the person must possess the appropriate terminal degree or qualification and two (2) years of acceptable teaching experience and appropriate scholarly activities. The minimum qualifications for appointment to the rank of Assistant Professor II-Librarian include the M.L.S., a graduate degree in a subject field (other than Library Science), and demonstrated professional growth and development. A second-term appointment shall be for a period not to exceed three (3) years, at which time the individual will be promoted to the rank of Associate Professor or Associate Professor-Librarian or will be given a terminal contract.

A person hired at the rank of Assistant Professor I, with either one (1) or two (2) years full-time teaching experience prior to coming to Rider University, shall apply during his/her second year at Rider for a second-term appointment to take effect in his/her third year. A person appointed to a second-term appointment to Assistant Professor II or Assistant Professor II-Librarian shall not be subject to annual



reappointment, but shall undergo such evaluation as requested by the candidate or deemed necessary, respectively, by the department or dean or by the library faculty or Dean of University Libraries to prepare documentation required for promotion to Associate Professor or Associate Professor-Librarian with tenure.

### 3. Associate Professor and Associate Professor-Librarian

The rank of Associate Professor is the first senior rank of faculty at Rider University. This rank or the rank of Professor is held by all tenured faculty. Standards for newly hired faculty appointed to the rank of Associate Professor include appropriate graduate education, appropriate terminal degree or qualification as defined above, and a record of effective teaching, and scholarly activity in the field of specialization, and potential value to a department, a college/school, and the University. Standards for newly hired faculty appointed to the rank of Associate Professor-Librarian include the M.L.S., a graduate degree in a subject field (other than Library Science), demonstrated evidence of scholarly activities, and contributions to the library profession.

### 4. Professor and Professor-Librarian

The rank of Professor is the highest faculty rank at Rider University. Newly hired faculty appointed to this rank are expected to exemplify distinguished achievement in the areas of classroom teaching, scholarly activities, and potential value to a department, a college/school, and the University.

### 5. Adjunct, Acting, and Visiting

- a. Appointments to faculty rank with the special designation "Adjunct" shall be limited to part-time appointments made on a semester- by-semester, or year-by-year basis. Bargaining unit members holding adjunct faculty rank shall be assigned such rank in and assigned to a department or program within a college or school of the University. Persons with appropriate academic qualifications may be appointed Adjunct Lecturer, Adjunct Instructor, Adjunct Assistant Professor, Adjunct Associate Professor, or Adjunct Professor, based on their credentials and experience.
- b. Appointments to faculty rank with the special designation "Acting" shall be limited to temporary full-time appointments as provided for in Article VII, Section B.
- c. Visiting Faculty. The University shall notify the AAUP when it

intends to make a visiting appointment. Visiting faculty will be included in the unit. Appointments to faculty rank with the special designation “visiting” (which may carry such working titles as “Artist-in-Residence,” “Clinical Instructor,” or “Executive-in-Residence,” etc.) shall be limited to individuals deemed to be distinguished faculty on leave of absence from another institution, distinguished faculty holding emeritus status from another institution, a person distinguished in his/her field, or a person possessing specialized knowledge or skills without the usual regard for academic degrees. Visiting appointments may be full- or part- time, renewable for a maximum not to exceed six years. Reappointment shall be subject to evaluations for reappointment as set forth in Article X. Section C Reappointment of Full-Time Visiting Faculty.

- i. Visiting faculty are to be appointed in accordance with the existing appointment process for full-time tenure track faculty as described in Article VII (Appointments) of this Agreement except in the circumstance defined in (ii.). This process will include the authorization of such a line by the provost, the development of a job description, the development of a recruitment plan consistent with the University’s affirmative action goals, the selection of candidates to be interviewed by the department, on campus interviews, the ranking of candidates by the department and the offer of the position by the dean.
- ii. Any member of a department, including the department chairperson, or the Dean may propose to his/her departmental colleagues for a visiting appointment an individual who is either distinguished faculty on leave of absence from another institution, distinguished faculty holding emeritus status from another institution, a person distinguished in his/her field, or a person possessing specialized knowledge or skills without the usual regard for academic degrees. This proposal shall be in writing and shall document (for example, by a curriculum vitae) how this individual qualifies for visiting status and why the University and the AAUP should waive the full search process in this case. In response, the department shall meet to discuss the proposal. At the meeting, members of the department shall discuss the visiting appointment, the desired length of the appointment, the workload, and the specific courses to be taught. With approval from two-thirds of the department,

including the chairperson, the department may propose to the dean and the provost that this visiting appointment be considered, specifying the desired length of the initial appointment (one to three years), the workload, whether the appointment is full- time or part-time, and the specific courses to be taught. If the dean and the provost approve, the potential appointee will be invited to interview, on campus or by other means allowing participation of members of the department in the interview. After a departmental meeting to discuss the interview, upon a vote of not less than two- thirds of the department, including the chairperson, the department may recommend that the University make the offer of a visiting appointment, specifying the desired length of the initial appointment (one to three years), the workload, whether the appointment is full-time or part-time, and the specific courses to be taught. With the approval of the dean, the individual shall be offered the visiting appointment.

- iii. The Provost, when he/she approves the interview, shall authorize and shall inform the department of the maximum number of years for the visiting appointment, the number of which may exceed that of the initial appointment, but in no case shall exceed six years. Copies of the provost's authorizing letter to the department and the department's proposal letter to the dean and provost will be sent to the AAUP at the time the provost informs the department; a copy of the final appointment letter to the visiting faculty will be sent to the AAUP immediately after the offer of appointment has been accepted by the individual. The authorized maximum number of years for the appointment shall be included in the visiting faculty member's letter of appointment and each subsequent letter of reappointment. Authorization of a visiting faculty position for a period greater than the initial appointment is possible, but that authorization does not guarantee reappointment. Reappointment shall be subject to evaluations for reappointment as set forth in Article X. Section C Reappointment of Full-Time Visiting Faculty. Visiting faculty will be evaluated for reappointment on those aspects of their teaching, scholarly or professional activity and value to the department

that are consistent with their appointment as visiting faculty.

- iv. A full-time visiting faculty member may be offered a workload with fewer contact hours than the regular full-time faculty workload but shall not have a base workload with more contact hours than that of the full-time faculty workload. Visiting faculty, with the exception indicated in vi. below, shall not teach any courses on an overload basis.
- v. Visiting faculty will be restricted to teaching those courses specified in their letters of appointment and, with the exception indicated in vi. below, they shall not teach core courses.
- vi. Normally a department will have no more than one full- and one part-time visiting appointment at any one time; however, the University may hire full-time visiting faculty exceeding this limit up to a maximum of 20% of the full-time faculty in the department, only when the department has demonstrated a shortage of tenure- qualified faculty in the specific field and when a good faith effort has been made to hire tenure-qualified faculty and when the members of the department recommending the visiting appointment agree that the failure to hire a tenure-qualified faculty member was due to market forces. A visiting faculty member hired due to a demonstrable shortage of tenure-qualified faculty may teach core courses as well as upper level specialized courses and may teach courses on an overload basis as per any full-time faculty member.
- vii. A part-time (adjunct) visiting faculty member shall not be offered courses that would otherwise be in the workload of an adjunct member of the bargaining unit with either preferred or priority status. Part-time (adjunct) visiting faculty shall be held to the same restrictions on the number of courses as any other recently appointed adjunct faculty member. In order to include workload activities other than traditional teaching (i.e., guest conducting a single performance, teaching a master class, etc.), the University and the AAUP will meet and agree upon a contact hour equivalent for such work.

B. Athletic Staff Ranks

Descriptions of titles and ranks for professional athletic staff are set forth in Article XVI of this Agreement.

## ARTICLE VII

### APPOINTMENTS

#### A. Appointment

The following procedures shall apply to all persons appointed by the University to fill full-time bargaining unit positions:

##### 1. Declaration of Vacancies

The full-time members of the department or their representatives shall be responsible for maintaining regular contact with the department chairperson for the purpose of participating in the appointment procedure specified herein. In the event of a vacancy caused by the permanent separation of a full-time faculty member from the University for any reason, the department (except where otherwise stated, the term "department" in this Agreement shall be understood to mean the full-time tenured and tenure track members of the department) may request the dean to fill such vacancy with a full-time bargaining unit member. The dean shall reply to such request within thirty (30) days. If there is disagreement between the department and the dean over the question of whether or not to fill the vacancy, the Provost shall convene a meeting of the dean, the department chairperson, and members of the department within fourteen (14) days to discuss the reasons for the disagreement. As a result of this meeting, the Provost shall determine whether or not a new full-time faculty member shall be hired in that department and shall notify the department within fourteen (14) days of his/her decision. If the Provost decides not to fill the vacancy, he/she shall provide in written form the reasons for his/her decision. Final authority with regards to the decision to fill a vacancy or not rests with the Provost. When a vacancy is not filled during the first academic year following such a decision, there will be no restriction on the use of adjunct or overload faculty to teach courses that would otherwise be part of the regular workload of the vacated line.

Notwithstanding the above, the Provost shall not refuse to fill a vacancy if after the loss of that line the affected Department's ratio of full time in-load teaching power (the number of full-time faculty assigned to the department times the number of courses those faculty can teach in-load) to total class sections in that department's workload would be greater than 1 to 1.3. In all cases the Provost

may delay the filling of a vacant line for one academic year. Authorization to fill the vacated line shall be provided no later than July 15 following the academic year in which the vacancy occurs.

In order to determine if the loss of a line or lines would cause a department's ratio to be greater than 1.3, the following methodology will be used:

Divide the affected Department's average actual contact hours, during the three years preceding the permanent separation of a full-time faculty member, by the difference of its average full-time teaching power minus the teaching power of its separating member during the three years preceding the permanent separation of the full-time faculty member. If the quotient exceeds 1.3, the University will fill the affected line.

**“Separating Member”** is a countable full-time faculty member who is permanently giving up active full time faculty status at the University.

**“Full-time teaching power”** is eighteen (18) hours per countable tenure-track faculty line assigned to the Department, plus twelve (12) hours for the department chairperson and for Program Directors in the Department of Graduate Education, Leadership and Counseling.

**“Average Full-time teaching power”** equals the average of the Department's full-time teaching power during the three years preceding the permanent separation of a full-time faculty member.

**“Countable tenure track faculty lines”** are the following:

1. Lines held by full-time, tenure-track bargaining unit members of the Department, who are actively teaching in the Department, including those who may be teaching fewer than 18 contact hours per academic year in the Department because they are Program Directors (other than those in the Department of Graduate Education, Leadership, and Counseling for whom the contact hours are twelve [12]) or have been granted the Department's permission to teach a part of their in-load teaching outside the Department.
2. Lines held by full-time, tenure-track bargaining unit members of the Department who are on leave and are authorized to return to the Department at the conclusion of their leaves.
3. Lines held by full-time, tenured members of the Department, who have earned tenure in their Department, and who are serving in administrative positions (other than chairs) during the first three years of service in those administrative positions.
4. Authorized full-time, tenure track lines, which are not yet filled or

are currently filled by acting faculty.

5. Chairpersons.

**“Actual contact hours”** is the total number of hours taught within the affected Department in the specified Academic Year. Such total shall include Internships and Directed Studies, but shall not include Independent Studies and Supervised Studies. Such total shall also include in-load teaching by full-time members of the Department that is taught in the J-Term or the Summer Sessions.

**“Average actual contact hours”** is the average of the affected Department’s actual contact hours taught during the three years preceding the permanent separation of a full-time faculty member.

2. Declaration of New Lines

When a department believes that a new line(s) is warranted, it shall make a written request to the dean, with reasons, to authorize the filling of such a line. The dean shall provide a response within sixty (60) days. If the dean does not agree that a new line is warranted, he/she shall provide in written form the reasons for his/her decision. The department may request a meeting with the Provost to discuss the need for the new line(s). The Provost shall convene a meeting within thirty (30) days of the dean, the department chairperson, and the members of the department to discuss the reasons for the disagreement. As a result of this meeting the Provost shall determine whether or not new line(s) will be created. Within thirty (30) days, the Provost shall provide in writing his/her determination with reasons thereof. Final authority with regards to the decision to create a new line(s) or not rests with the Provost.

3. Tentative Authorization

Upon notifying the AAUP, the University may grant tentative authorization to fill a vacancy in a bargaining unit position. If the University chooses to designate an authorization as tentative, then the University may discontinue or defer the filling of the relevant position at any point during the search process. It is recognized that tentative authorizations to fill vacancies shall occur rarely; that is, for no more than twenty (20) % of the preceding year's total number of appointments. Once the Provost has authorized the filling of a vacancy in a bargaining unit position and such authorization has not been designated as tentative, the authorization may not later be rescinded or deferred, except when the University has invoked the lay-off procedures under Article XV of the Agreement with respect to the affected department or discipline.

#### 4. Designation of Qualifications for a Vacant Position

Once a decision to fill a vacancy has been made, the department chairperson shall so advise the members of the department within five (5) working days. The department chairperson, together with the members of the department or a sub-committee of the department designated by the department, shall meet to discuss the qualifications of the person required to fill the vacancy. The department chairperson and the members of the department shall forward their recommendation as to the requisite qualifications to the dean. Unless the dean disagrees with such recommendation, the University shall develop, through consultation with the department, a position announcement plan outlining where and how the University will seek candidates who possess the recommended qualifications.

In the event that the dean disagrees with the recommendation of the department as to the appropriate qualifications for the person required to fill the vacancy, the dean shall so advise the members of the department, and the Provost shall convene a meeting of the dean, the department chairperson, and the members of the department to discuss the appropriate qualifications for the person required to fill the vacancy. The Provost shall thereafter make a determination as to such qualifications. In the event that the determination of the Provost as to such qualifications differs from the recommendation of the department, he/she shall provide written reasons for his/her determination.

#### 5. Recruitment Plan

The Affirmative Action Officer or his/her designee will work with each departmental search committee to develop a recruitment plan designed to increase the percentage of under-represented categories in the applicant pool. Efforts employed by the Human Resources Department and the search committees may include: targeting appropriate institutions; direct contact between Rider chairpersons and/or search committees and department chairpersons at these institutions; advertising in journals, other publications, and on websites that have large readerships of under-represented categories; contacting specialized caucuses; or attending specialized conferences with significant participation by individuals from under-represented categories. The University shall implement and fund such agreed-upon recruitment plans.

#### 6. Review of Applications and Interview of Candidates



Following the deadline for receipt of applications, the department chairperson shall notify the members of the department of the availability of the applications for purposes of review. Within ten (10) working days of receipt of such notice from the chairperson, the members of the department or a sub-committee of the department designated by the department shall have the responsibility to review all applications and provide the chairperson with a written list of three (3) to five (5) preferred candidates, together with the reasons for such indicated preference. The University shall invite the three (3) top candidates preferred by the department to the University, where the department shall carry out interviews of all the candidates. When a department believes it would serve the interest of the University, it may request the dean's permission to interview more than three (3) candidates. The department chairperson, members of the department, the President, Provost, dean, or their designees shall be provided with opportunities to meet with and interview the invited candidates and provide the department with their views of the candidates. If no list of preferred candidates is received from the members of the department, the University shall declare the search suspended and shall proceed to reopen the search at a time mutually agreed between the department and the dean.

#### 7. Ranking of Candidates

Within ten (10) days of the completion of the last interview, the chairperson and those members of the department who have participated in the interviews shall jointly formulate a written list of all candidates who have been interviewed, ranked in order of preference, and transmit that list to the dean. Such list shall be accompanied by written evaluations of each candidate documenting the reasons for the indicated preferences. If any interviewed candidates are deemed unacceptable to the department, that shall also be noted on the list, and under no circumstances shall the University offer a position to a candidate who has been found unacceptable by the department. The dean and the department chairperson shall meet and discuss the department's recommendations within ten (10) days of receipt of the list by the dean. If there are no disagreements between the department and the dean concerning the ranking of the candidates the dean shall within ten (10) days of his/her meeting with the departmental chairperson offer the position to the candidates based on the department's order of preference. If the dean has concerns about the department's recommendations he/she shall meet with the department within ten (10) days of his/her meeting with the departmental chairperson. At this meeting the dean shall share his/her concerns with the department. The department shall have five (5) days to consider the

dean's concerns and to modify their recommendations if they so choose. If after this period there are disagreements between the dean and the department over the ranking of candidates they shall be resolved as specified in Section 8 below. If none of the candidates are acceptable to the department, or the department fails to provide a ranked list, the University shall declare the search suspended and shall reopen the search.

#### 8. Resolution of Disagreements Between the Department and the University Concerning the Ranking of Candidates

The dean shall offer the position to candidates based on the department's order of preference unless the dean believes that the candidate(s) preferred by the members of the department do(es) not meet the established and stated qualifications for the position or the dean determines that there are other compelling reasons (provided such reasons do not violate academic freedom as defined by the AAUP policy statement and the common law) for selecting the next candidate from the list. In such a case the dean shall meet with the department within five (5) days of his/her meeting with the departmental chairperson to attempt to resolve the disagreement. If no resolution of the disagreement occurs at this meeting, the department shall have five (5) days to appeal the dean's decision to the Provost. If the department does not appeal the dean's decision, the dean shall offer the position to the next candidate on the department's list. If the department appeals to the Provost, he/she shall meet with the department and the dean within five (5) days to attempt to resolve the disagreement. If the Provost rejects the department's appeal he/she will provide in writing within five (5) days his/her reason, which shall not be arbitrary or capricious, for rejecting the department's appeal. The dean shall then offer the position to the next candidate on the department's list, unless the dean believes that this candidate is unacceptable for one of the reasons stated above, in which case this process shall be repeated with regard to this candidate. If after going through this process there are no acceptable candidates, the University shall declare the search suspended and shall reopen the search.

No candidate may be hired into a position at a rank, which was not included in the position announcement.

For the purpose of appointing bargaining unit members of the professional athletic staff, the Director of Athletics shall function in the same manner as both the chairperson and the dean.

#### 9. Bridging Line Authorization

Upon a written request from a department and with the support of the dean, the Provost may authorize a “bridging line” to meet the need for departmental renewal or to address another important need. A “bridging line” is a line advanced against a future vacant position within the department (not necessarily the next vacancy). Authorization for a bridging line, the commitment of the department to forgo the future replacement for a vacancy, and the agreement of the AUP that the future vacancy will not be filled shall be memorialized in an MOU between the Provost, the dean, the department and the AAUP.

B. Acting Appointments

In the event the University fills a temporary full-time vacancy, as described hereafter, the provisions of this Section shall apply. Temporary full-time appointments made hereunder shall be designated as appointments to the appropriate faculty rank with the designation "Acting" preceding the appropriate rank. Such appointees shall be included in the bargaining unit if the appointment is for a period of one (1) semester or longer. The University shall notify the members of the department and the AAUP, in writing, of its intent to make an acting appointment hereunder, and shall as may be practical, follow the procedure in Section C of this Article in making such an appointment. The other provisions of this Article, as well as the provisions on reappointment, promotion, and tenure, shall have no application to such appointees. However, service as such temporary appointee shall be counted toward fulfilling the requirements for promotion and/or tenure, if said individual is subsequently appointed to a tenure track position.

Notwithstanding the foregoing, the University may fill vacancies described herein by following the other provisions of this Article.

The vacancies to be filled hereunder are vacancies caused by:

1. Leave of Absence

Vacancies created by a leave of absence granted to a full-time bargaining unit member, with such temporary appointment to be for no more than the duration of the leave of absence;

2. Disability, Death, or Resignation

Vacancies created by the disability, death, or resignation of a full-time bargaining unit member, when such vacancy occurs less than 120 days prior to the beginning of the term in which the vacancy must be filled, with such temporary appointment to be limited to one (1) full year, with any subsequent appointment of such

individual to be a regular appointment following the other provisions of this Article;

3. Unstaffed Courses and/or Sections

Vacancies created by unstaffed courses and/or sections which become known to the University less than 120 days prior to the beginning of the term in which such courses and/or sections are to be given, with such temporary appointment to be limited to one (1) full year, with any subsequent appointment of such individual to be a regular appointment following the other provisions of this Article;

4. Inability to Fill a Vacancy

In the event that the University, having followed the other procedures set forth in Section A, does not succeed in employing a person meeting the stated qualifications for the vacancy, such vacancy may be filled by a temporary appointee. Where the appointment is made less than 120 days before the beginning of the term in which the vacancy must be filled, the temporary appointment shall be for a period not to exceed one (1) full year, with a subsequent appointment of such individual to be a regular appointment in accordance with the other provisions of this Article. In cases where multiple vacancies exist within a department, the 120 day restriction in this paragraph shall be waived.

C. Distribution of the Agreement and Initial Letters of Appointment

Terms and conditions of employment of bargaining unit members are set forth in this Agreement. Each candidate interviewed on campus will be directed to the url, [http://www.rider.edu/offices/academic affairs / collective\\_bargaining\\_ agreement](http://www.rider.edu/offices/academic%20affairs/collective_bargaining_agreement), for review of the Agreement. The University shall furnish to newly appointed members of the bargaining unit initial letters of appointment.

D. Prior Teaching Experience

The University shall provide to each new appointee a statement, agreed upon by the University and the AAUP, setting forth the consequences of a determination with respect to previous teaching experience as it relates to promotion and tenure. Within sixty (60) days of an appointment, the University shall provide to each new member of the bargaining unit a written statement, setting forth (a) the number of years (up to three years) of previous college teaching experience that will be credited toward such individual's completion of the probationary period, and (b) the dates on which such individual will be required to apply for and attain tenure and/or promotion in order to avoid the issuance of a terminal contract by the University. Copies of such written statement shall be

forwarded to the AAUP. The number of years of previous college teaching experience and the dates for application for tenure and/or promotion, as set forth in such written statement, shall be binding on the bargaining unit member and the University.

E. Definition of Terminal Year

The terminal year shall end on June 30, by which date the bargaining unit member must vacate his/her office and all University privileges will terminate. However, life insurance and medical insurance coverage will be maintained through August 31 of the terminal year.

F. Review of Credentials of Non-Bargaining Unit Members

The procedures under this Article shall apply only to bargaining unit members, but no non-bargaining unit member may teach courses for credit or non-credit courses required for the Rider curriculum, except for academic administrators who are exempted explicitly by the Agreement and whose credentials have been examined and approved by the members of the appropriate department or, program or unless the non- bargaining unit member is under the direct supervision of an individual who is a bargaining unit member and who is the faculty member of record for the course.

New appointments to faculty rank or changes in existing faculty rank for non-bargaining unit members shall be conferred by the University, consistent with the descriptions of faculty rank as set forth in Article VI. The awarding of faculty status to an academic administrator who has not been appointed to a full-time tenure track faculty line under the provisions of this Article of the Agreement does not entitle such administrator to a full-time tenure track appointment. Nor shall possession of such faculty rank entitle that administrator to the corresponding rank if such individual becomes a full-time member of the faculty. Instead, if such individual loses her/his administrative position and/or wishes to join the faculty, she/he shall be required to undergo the appointment procedures in this Article of the Agreement, and may be assigned such rank as may be appropriate.

G. Appointment after Separation from the Full-Time Faculty

In the event that a full-time member of the bargaining unit leaves the ranks of the full-time bargaining unit, and subsequently returns or is reappointed to the full-time bargaining unit, his/her starting salary shall be no greater than it would have been if his/her full-time appointment had not been interrupted, unless:

1. he/she has had no employment relationship with the University

for two (2) or more years, or

2. he/she has spent at least two (2) years out of the bargaining unit in a non-faculty classification at the University.

H. Tenure on Appointment

The President may nominate a new Provost or academic dean hired after September 1, 2007 for tenure on hire if the candidate has obtained tenure through the normal tenure procedures (and not as a consequence of holding an administrative position) at a regionally accredited four-year institution. The Board of Trustees, on nomination by the President, may award tenure after such candidate's credentials have been reviewed by the full-time regular bargaining unit members of the appropriate department and has received at least a 2/3 vote in favor of such award.

Such tenured individual will not accrue seniority credit within the bargaining unit while serving in any management position nor shall the existence of such tenured individual be counted either to deny a department a new or replacement line that it would otherwise have received or in the case of lay-off be used as evidence that the department is overstaffed.

**ARTICLE VIII**

**PROMOTION AND TENURE**

The procedures and requirements set forth in this Article shall govern all applications for promotion and/or tenure for faculty except as specified under Article VII (H) (Tenure on Appointment). All participants in the promotion and tenure process must recognize that promotion and tenure are not automatic rights and that the burden of demonstrating that the candidate is deserving of either promotion or tenure rests with the candidate. Promotion and/or tenure shall not be awarded solely based on years of service but rather on a reasoned review of the candidate's accomplishments and a determination that he/she has fulfilled the standards for that promotion and/or tenure as called for in this Article and as applied to the specific demands of the candidate's discipline(s) by his/her department's written criteria.

A. Responsibilities and Roles of the Parties in Promotion and Tenure

1. The Candidate

It shall be the responsibility of the candidate to maintain a documented record of his/her professional development, growth, and accomplishments and to submit same to his/her departmental members and chairperson. (All references to "department" in this

Article shall be understood to refer to the department into which the candidate was appointed or transferred following the procedures for such appointment or transfer specified in this Agreement.) This record shall include an updated vita covering all three (3) relevant areas (teaching, scholarly activity, and value); the candidate's statement; a copy of the departmental criteria; evidence of scholarly activity; appropriate evaluation of teaching effectiveness (including but not limited to evaluation from departmental peers); and evidence of value to department, college/school, and University. In addition, the candidate shall supply copies of the Promotion and Tenure Committee's recommendation(s) in his/her most recent previous application for promotion and/or tenure. The burden of demonstrating that this record is deserving of either promotion or tenure rests with the candidate.

## 2. The Department

It is the responsibility of the department to develop in writing clearly stated criteria for each rank (and by discipline in multi-disciplinary departments as defined in Article XV[D]), including adjuncts (e.g., adjunct assistant professor, adjunct associate professor, etc.). In addition the department shall specify what the appropriate terminal degree or qualifications is/are for the department's discipline or disciplines. Said criteria will be consistent with the standards for promotion and tenure specified in this Article and the department will apply those standards to the specific demands of the department's discipline or disciplines. The department shall provide the Provost a copy of those criteria for review. Where the Provost believes those criteria are not consistent with the terms of this Agreement, he/she shall direct the department to rewrite the criteria in a manner consistent with this Agreement. When departments modify those criteria (such as by adding the appropriate terminal degree or qualifications) they shall resubmit the new elements of those criteria to the Provost for review. Where the Provost believes those new elements are not consistent with the terms of this Agreement, he/she shall direct the department to rewrite the criteria in a manner consistent with this Agreement.

## 3. Bargaining Unit Members of the Department

It shall be the responsibility of the bargaining unit members of the department to provide guidance to new faculty members as to the departmental expectations for promotion and tenure and to mentor the new faculty member in such a way as to help him/her make progress towards the building of his/her case for tenure. It is the responsibility of the bargaining unit members of the department to evaluate the academic competence and professional expertise of the candidate based upon the record and materials submitted by the candidate and to provide a thorough and documented

recommendation to the appropriate Promotion and Tenure Committee. In evaluating a candidate's record, the bargaining unit members shall place the burden of proof upon the positive case.

Tenure-track full-time members of the department shall not participate, except as observers, in the department's deliberations, nor shall they vote, during the first year of their employment.

#### 4. Chairperson

It shall be the responsibility of the Chairperson to assure that new faculty members receive a copy of the departmental criteria, to provide guidance as to the departmental expectations for promotion and tenure and to mentor the new faculty member in such a way as to help him/her make progress towards the building of his/her case for tenure. It shall also be the responsibility of the chairperson to independently evaluate the academic competency and professional expertise of the candidate and to provide a thorough and documented independent recommendation to the appropriate Promotion and Tenure Committee. In evaluating a candidate's record, the chairperson shall place the burden of proof upon the positive case.

#### 5. The Promotion and Tenure Committee

It is the responsibility of the members of the Promotion and Tenure Committee to evaluate the adequacy of the submitted documentation and the extent to which the candidate's qualifications and performance meet the departmental standards established for promotion and tenure. Members of the Promotion and Tenure Committee shall not substitute their judgments on the professional expertise of the candidate for properly documented judgments presented in the departmental recommendation(s). However, the Promotion and Tenure Committee is responsible for evaluating the adequacy of the documentation of the departmental and chairperson recommendations. In carrying out its role, the Promotion and Tenure Committee shall place the burden of proof upon the positive case.

#### 6. Board of Trustees

It is the responsibility of the Board of Trustees to review the Promotion and Tenure Committee's recommendation(s) and to render a decision concerning the candidate based upon the documentation and the written record forwarded to it. However, members of the Board of Trustees shall not, without written substantive basis, substitute their judgments on the professional expertise of the candidate for the properly documented judgments presented in the departmental and Promotion and Tenure Committee recommendation(s). In carrying out its role, the Board



of Trustees shall place the burden of proof upon the positive case.

B. Committees

The Promotion and Tenure Committee

In each college/school in which there are members of the bargaining unit who are tenurable, a Promotion and Tenure Committee shall be established consisting of the President [(or the Associate Provost in the President's place for those hearings for which the President indicates he is unavailable when he submits his schedule to the member-at-large, provided however the same member, either the President or the Associate Provost, must attend all hearings in a given case). The Provost, the dean of the college/school (in the case of the Promotion and Tenure Committees for the School of Liberal Arts and Sciences and the School of Education, the Dean of the College of Liberal Arts, Education and Sciences shall sit for cases involving the faculty in the School of Liberal Arts and Sciences, and the Dean of the School of Education shall sit for cases involving faculty of that school), three (3) full-time tenured members of the bargaining unit of the college/school, a tenured member of the bargaining unit at-large and in each case the departmental chairperson and the departmental representative. The President must provide his schedule for the P&T process to the member-at-large no later than November 15<sup>th</sup> of each academic year. If the designated individual (either President or Associate Provost) becomes unavailable, the case will go forward with eight voting members on the committee.

C. Selection of Members of College/School Committees

The bargaining unit members of the University Academic Policy Committee shall serve as the nominating committee and run the election for the bargaining unit member at-large. A slate of candidates shall be selected by March 15 and the election shall be run by April 15 in any year when the term of office of the bargaining unit member at-large expires. The term of office for the tenured bargaining unit member at large shall be two (2) years and he/she shall not be a candidate for promotion during his/her term in office. The chairperson of the UAPC shall notify the Provost, the academic deans, and the AAUP office of the outcome of this election.

The bargaining unit members of the college/school Academic Policy Committee shall serve as a nominating committee and run elections for the bargaining unit representatives and alternates from the college/school serving on the Promotion and Tenure Committee. If an

elected member of the Promotion and Tenure Committee comes up for promotion during his/her two-year term, he/she will recuse him/herself from service on the committee during that year. The bargaining unit members of the individual colleges/schools shall elect the representatives and alternates from the college to the committee for two-year terms. A slate of candidates shall be selected by March 15 and an election run by April 15. The chairperson of each Academic Policy Committee shall notify the Provost, the appropriate academic dean, and the AAUP office of the outcome of this election. Initial terms of such representatives shall be on a staggered basis. Bargaining unit members may be re-elected. If a college/school is unable to elect a full complement of bargaining unit members on the committee, the Academic Policy Committee of that college/school shall appoint eligible bargaining unit faculty from that college/school or, if necessary, from another college/school, to serve. In addition, for each candidate, a representative of the candidate's department and the department chairperson shall be members of the Promotion and Tenure Committee. The tenured and tenure track members of the candidate's department shall elect the representative in each case. The departmental representative is a representative and spokesperson for the members of the department rather than an advocate for the candidate. Where a department is split the departmental representative shall represent the interests of the majority position. No person who has not been properly appointed chairperson or acting chairperson according to the provisions of Article XI below shall serve in such capacity or carry out the duties assigned to the department chairperson elsewhere in this Article.

In the case of the Promotion and Tenure Committees for the School of Liberal Arts and Sciences and the School of Education, the Dean of the College of Liberal Arts, Education, and Sciences shall sit for cases involving the faculty in the School of Liberal Arts and Sciences and the Dean of the School of Education shall sit for cases involving faculty of that school.

The tenured member of the bargaining unit at-large shall serve as Chairperson and Convener of the committee. In addition, for each college and school Promotion and Tenure Committee, there shall be two (2) tenured alternate bargaining unit members from the faculty of the college/school. For the School of Education and Westminster Choir College there shall be three (3) alternate bargaining unit members from the faculty of the school/college. The Dean of the College of Continuing Studies shall serve as the "dean of the college" for promotion cases involving adjunct faculty teaching predominantly in the College of Continuing Studies. When an adjunct faculty member teaches both in the College of Continuing Studies and in one of the other colleges or schools, the Provost shall make a determination as to which dean shall serve on the Promotion and Tenure Committee for that faculty member.

No bargaining unit member of the Promotion and Tenure Committee, other than the departmental representative, shall participate at the Promotion and Tenure Committee level in the evaluation of a candidate from his/her department. In years when there are candidates from the Promotion and Tenure Committee chairperson's department, the bargaining unit members of the appropriate college committee shall elect a vice chairperson from among the members who shall preside over the Promotion and Tenure Committee in those cases where the chairperson is ineligible. If the President, Provost, Associate Provost, or dean is a member of the candidate's department, he/she shall not participate in the evaluation of the candidate at the department level.

In addition, for each candidate, a representative of the candidate's department and the department chairperson shall be members of the Promotion and Tenure Committee. The tenured and tenure track members of the candidate's department shall elect the representative in each case. The departmental representative is a representative and spokesperson for the members of the department rather than an advocate for the candidate. Where a department is split the departmental representative shall represent the interests of the majority position. No person who has not been properly appointed chairperson or acting chairperson according to the provisions of Article XI below shall serve in such capacity or carry out the duties assigned to the department chairperson elsewhere in this article.

Candidates appointed to the Department of Fine Arts prior to September 1, 2007, may elect that their cases be carried out by the Promotion and Tenure Committee for the School of Liberal Arts and Sciences, except that the Dean of the School of Liberal Arts and Sciences shall be replaced by the Dean of the Westminster College of the Arts.

#### 1. Library Promotion and Tenure Committee

##### a. Promotion and Tenure Committee Membership

The Promotion and Tenure Committee for librarians shall consist of the President (or his/her designee, viz., the Associate Provost per section B1), the Provost, the Dean of the Libraries, three (3) tenured librarians selected by the librarians, and the tenured member of the bargaining unit at-large nominated by the University Academic Policy Committee and elected by members of the bargaining unit, an alternate from another school or college promotion and tenure committee chosen by the bargaining unit member at-large, and the chairperson of the candidate's department and the department

representative. The expectations of the President with respect to his/her schedule and of members with respect to their attendance at meetings are the same as in (B)(1).

b. Selection of Promotion and Tenure Committee Members

The bargaining unit members of the Library Academic Policy Committee shall serve as a nominating committee and run elections for the bargaining unit representatives and alternates for serving on the Promotion and Tenure Committee for librarians. If an elected member of the Promotion and Tenure Committee comes up for promotion during his/her two-year term, he/she will recuse him/herself from service on the committee during that year. The bargaining unit members of the committee shall be elected for two-year terms. A slate of candidates shall be selected by March 15 and an election run by April 15. The chairperson of the Library Academic Policy Committee shall notify the Provost, the Dean and the AAUP office of the outcome of this election. Initial terms of such representatives shall be on a staggered basis. Bargaining unit members may be re-elected. If the libraries are unable to elect a full complement of bargaining unit members to the committee, the Library Academic Policy Committee shall appoint eligible bargaining unit faculty from the libraries or, if necessary from another college/school to serve. In addition, for each candidate, a representative of the candidate's department and the department chairperson shall be members of the Promotion and Tenure Committee. The members of the candidate's department shall elect the representative in each case. The departmental representative is a representative and spokesperson for the members of the department rather than an advocate for the candidate.

Where a department is split the departmental representative shall represent the interests of the majority position. No person who has not been properly appointed chairperson or acting chairperson according to the provisions of Article XI below shall serve in such capacity or carry out the duties assigned to the department chairperson elsewhere in this Article.

c. Criteria for Tenure

To be eligible for tenure, a librarian must possess the M.L.S., a graduate degree in a subject field (other than Library Science), and must document significant professional contributions and value to the operation of the Library and University. Such documentation shall include evidence of continuing effective support of the teaching-learning process and of professional

and scholarly contributions to Library Science or the respective discipline of the librarian.

Reference to a graduate degree in a subject field other than Library Science, both for the purposes of promotion and tenure, shall be deemed to include a doctorate in Library Science.

d. Procedures

Except as described above, the other applicable procedures described in this Article shall apply to promoting and tenuring librarians including timetables and procedures for appeals. The parties agree that the requirements relating to successful applications for promotion to Assistant Professor II – Librarian or to Associate Professor-Librarian after a period not to exceed three (3) years each, with the alternative being a terminal contract, shall have no application to librarians who were members of the bargaining unit prior to September 1, 1982.

2. Board of Trustees Appeals Committee

The Board of Trustees shall establish a Trustees Appeals Committee consisting of no fewer than five (5) members from the regular membership of the Board. The membership of such committee shall remain constant for each academic year.

D. Evaluation Steps

1. Development of Departmental Written Criteria

Each department shall establish written criteria for each rank, including adjuncts, (and for each rank within each discipline in multi-disciplinary departments as defined in Article XV[D]), consistent with the standards for promotion and tenure specified in this Article and shall specify what the appropriate terminal degree or qualifications is/are for the department's discipline or disciplines. These criteria will apply those standards to the specific demands of the department's discipline or disciplines. Departments acting through the Department Chairperson shall supply a copy of these criteria to each new tenure track faculty member and will provide guidance to new faculty members as to the departmental expectations for promotion and tenure. Candidates shall be held to those standards and criteria in place when they were initially hired or to the first set of written criteria created as per the 1999-2002 Agreement (whichever is more recent), unless the candidate chooses to come under the new criteria. Departments may not require a candidate to include student course evaluations as part of his/her

criteria for promotion and tenure, but if the candidate chooses to submit student course evaluations for a given semester he/she shall submit all such evaluations from that semester. Nor may the members of the department or any other individual or group involved in the promotion and tenure process draw a negative inference based upon a candidate's decision not to submit student course evaluations as part of his/her credentials. It is the responsibility of the department and the chairperson to evaluate the quality of the candidate's teaching through peer observations and these evaluations should be given primary weight in the overall evaluation of the candidate's teaching. Each department shall establish its own procedures for the preparation of its recommendation, consistent with the provisions of this Article.

## 2. Candidate's Preparation of Credentials

The evaluation of a candidate for promotion and tenure shall begin at the departmental level. The applicant shall provide notice to the department and the Chair of the Promotion and Tenure Committee by September 15 of his/her intent to apply for promotion and/or tenure. The applicant shall prepare and provide the department by October 10 a dossier which shall include:

- a. an updated vita covering all three (3) relevant areas (teaching, scholarly activity, and value to the department, college, and University); or the equivalent criteria for librarians;
- b. the candidate's statement explaining how his/her accomplishments in teaching, scholarly activity and value meet the standards of Section E of this Article and the candidate's department's criteria for his/her discipline;
- c. the contractual standards and departmental criteria under which the candidate is to be judged;
- d. relevant supporting documentation, which must include all available written peer evaluations of teaching (both classroom and online, as appropriate) created since the later of the candidate's hire or over the previous three (3) years, that have been provided to the candidate by October 10 of the year of application; otherwise-required peer evaluations may be excluded with the agreement of both the candidate and the peer reviewer(s); letters evaluating value and scholarly activity from colleagues within the department. The dossier may include letters from others within the University and outside of it, which may strengthen the candidate's application;

- e. copies of the recommendation(s) of the Promotion and Tenure Committee to the Board of Trustees in his/her most recent application for promotion and tenure, or his/her most recent reappointment letter.

Additional supporting documentation may be added to the dossier at any time up to December 15, but if additional materials are added after the dossier is deposited in the Provost's office (i.e., after December 5), it is the responsibility of the candidate to notify both his/her department and the members of the Promotion and Tenure Committee.

### 3. Departmental and Chairperson Evaluations

The tenured and tenure track (if applicable) bargaining unit members of the department shall meet by November 10 to discuss and evaluate the qualifications of each candidate for promotion and/or tenure from the department. Each tenured and tenure track bargaining unit member of the department who is eligible shall attend the meeting and provide reasons for support or non-support of the candidate at such meeting. It shall be the professional responsibility of the tenured and tenure track (if applicable) bargaining unit members of the department to complete a written recommendation(s) with respect to an application for promotion and/or tenure based upon their evaluation of the candidate's qualifications. These written recommendations are in addition to and separate from any peer evaluation that the faculty member may have written of the candidate's teaching, scholarship or value. Bargaining unit members of a department may utilize the clearly documented evaluations of appropriate external reviewers. Such external reviews may be particularly helpful in cases where neither the departmental chairperson nor any bargaining unit members of the department have the specific professional expertise to make a competent evaluation of the candidate's scholarly activity. In all such cases the bargaining unit members of the department continue to have the obligation of explaining how those external evaluations are consistent with the standards and criteria for the relevant rank established in this Article and applied to the candidate's discipline using the departmental criteria. It shall be the professional responsibility of each tenured and tenure track bargaining unit member of the department to sign a written recommendation with respect to each such candidate, which recommendation shall indicate support or non-support of the candidate, with respect to an application for promotion and/or tenure, except where such member is excluded per Article III.

In the absence of departmental unanimity, any dissenting tenured or tenure track bargaining unit member(s) of the department shall make his/her/their objection(s) known to the other tenured and tenure track

bargaining unit members of the department at its discussion and shall be expected to write and to sign a minority report(s). Notwithstanding the foregoing, the failure by any tenured or tenure track bargaining unit member(s) of the department to fulfill his/her/their professional responsibility hereunder shall not serve to delay the promotion and tenure process, nor serve as a basis to challenge the determination made with respect to an application for promotion or tenure. Such letters of support or non-support shall be provided to the candidate by November 15. Tenure track faculty in their first year of employment shall not sign a departmental letter of recommendation as to the awarding of tenure or promotion. Such faculty shall attend the meeting so as to become familiar with the departmental process for evaluating candidates for promotion and tenure. Such faculty may provide peer evaluations to the candidate of the candidates teaching, scholarship or value which the candidate may include in his/her dossier.

The department chairperson also shall meet with the candidate by November 10 and submit an independent written evaluation of the candidate based upon the standards for the relevant rank established in this Article and applied to the candidate's discipline by the departmental criteria, indicating his/her support or non-support. This written recommendation is in addition to and separate from any peer evaluation that the chairperson may have written of the candidate's teaching, scholarship or value. The chairperson may utilize the clearly documented evaluations of appropriate external reviewers. Such external reviews may be particularly helpful in cases where neither the departmental chairperson nor any bargaining unit members of the department have the specific professional expertise to make a competent evaluation of the candidate's scholarly activity. In all such cases the chairperson of the department continues to have the obligation of explaining how those external evaluations are consistent with the standards and criteria for the relevant rank established in this Article and applied to the candidate's discipline using the departmental criteria. The chairperson shall provide a copy of his/her letter of support or non-support to the candidate by November 15.

#### 4. Candidate's Review of Departments and Chairpersons Recommendations

The candidate, the tenured and eligible (i.e., those beyond their first tenure-track year on the Rider faculty) tenure track bargaining unit members of the department, and the chairperson shall all receive copies of all the written recommendations by November 15. The candidate shall have the right to raise specific concerns in writing regarding the validity and sufficiency of the documentation supporting these recommendations and to request an interview with the author(s) of any recommendation(s) within five (5) working



days of receiving the recommendations. Such interview shall take place within five (5) working days of the request. The author(s) of the challenged recommendation shall consider in his/her/their final recommendations the concerns raised by the candidate and may change his/her/their original recommendation. The candidate, as well as all tenured and eligible tenure track members of the department, shall receive a copy of all final written recommendations no later than five (5) working days from the candidate's interview with the author(s) of all challenged recommendations.

5. Candidate's Submission of His/Her Dossier

The candidate shall forward to the Provost's office a copy of his/her dossier including all the final recommendations by December 5 except in cases where emergency University closings and/or departmental run-outs (on the Princeton campus) make it impossible to meet this deadline. In such cases this deadline shall be moved forward by the number of working days lost to University closings or departmental run-outs, and the Provost's office shall be notified. In no case shall the dossier and supporting recommendations be forwarded to the Provost's office any later than December 15. Upon receiving the dossier, the Provost's office shall send a copy of all departmental recommendations to the AAUP office.

6. Candidate's Submission of New Material

The candidate shall have the right to submit to the Promotion and Tenure Committee of the college/school new materials responding to the final written recommendations of the department and the department chairperson. Copies of such materials must be submitted simultaneously to all tenured and tenure track faculty in the candidate's department. The tenured and tenure track faculty in the candidate's department shall have until December 20 to review and respond to such materials and to forward such responses to the Promotion and Tenure Committee. The Provost's office shall forward all such responses to the AAUP office.

7. Promotion and Tenure Committee Review

The Promotion and Tenure Committee shall meet to review the materials presented by the candidate, the department, and the department chairperson, and as requested by members of the committee, materials contained in the candidate's personnel file (to be provided by the Provost), and shall make a recommendation concerning the candidate to the Board of Trustees in accordance with the following procedures:

- a. If one of the elected bargaining unit members, other than

the member at-large, is a member of the candidate's department, any alternate elected to the committee shall serve in his/her place.

b. The candidate shall have the right, upon request to the Committee Chairperson, to either make a presentation to the Promotion and Tenure Committee or to appoint an advocate to make such presentation in his/her stead. Any person holding faculty rank who is not a member of the relevant Promotion and Tenure Committee may act as such an advocate. Further, in cases in which there is a minority report, a representative of that minority may, upon the request of three (3) members of the Promotion and Tenure Committee, be asked to make a presentation to the committee. Neither the candidate nor his/her advocate nor the representative of the minority report shall participate in the committee's deliberations; rather they shall be present only during the period of his/her own presentation and to answer any questions from members of the committee.

c. It is the tenured and tenure track members of the department who have the professional responsibility to judge the academic competence of the candidate and to provide a thorough and documented recommendation to the Promotion and Tenure Committee. The Promotion and Tenure Committee's role is to evaluate the adequacy of the submitted documentation and to determine the extent to which the candidate's credentials, qualifications, and performance meet the standards established for promotion and tenure. Members of the Promotion and Tenure Committee shall not substitute their judgments on the professional expertise of the candidate on the grounds of inadequate departmental documentation for judgments presented in the departmental recommendation(s), unless the Promotion and Tenure Committee presents written substantive bases therefore. However, the Promotion and Tenure Committee is responsible for evaluating the adequacy of the departmental documentation.

If questions of accuracy of information arise concerning the candidate's credentials or departmental documentation, the Promotion and Tenure Committee shall make reasonable efforts to ascertain the accurate information. The committee may elect, by majority vote, to remand to the department or to any subset of the department (majority, minority, chairperson) the entire file on the candidate's application, without prejudice to the candidate's application, for purposes

of clarification, or to help resolve questions concerning the candidate's credentials or the accuracy of the documentation supplied by the department or by any subset thereof. In such cases, the Promotion and Tenure Committee shall provide a written explanation of the reason(s) for the remand and/or what additional information/documentation it is seeking. The Promotion and Tenure Committee shall set a deadline within which the department must respond, but in no case shall such deadline be less than ten (10) working days.

d. The Promotion and Tenure Committee shall make a specific written recommendation(s) concerning the granting or non-granting of tenure or promotion, documenting its reasons. Separate reports supporting different points of view shall be prepared when appropriate. At the conclusion of the discussion of a candidate's application for tenure or promotion, each member of the Promotion and Tenure Committee shall state his/her intention to support or not support the pending application. The subsequent written report(s) shall indicate the basis for such support or non-support, with reasonable specificity to permit the candidate to exercise meaningfully his/her options as provided for in Section (e), below, and each committee member shall be required to sign such a report which is consistent with such committee member's prior statement of support or non-support. No committee member shall be permitted to reverse his/her stated position of support or non-support subsequent to the conclusion of discussion of the pending application as referred to above.

e. The candidate shall receive a copy of the Promotion and Tenure Committee's recommendation(s) and any supporting material, and may request clarification of any element of those recommendations (for purposes of future applications only) prior to its forwarding such recommendation(s) to the Board. In addition, the candidate shall receive a list of any additional materials that the Promotion and Tenure Committee reviewed and, upon request, a candidate may obtain a copy of any such additional material. When the committee's recommendation or any minority recommendation is negative, the candidate may either appear before the committee to present such new information or request that the committee remand his/her application to his/her department for reconsideration of the documentation of its recommendation(s).

If the candidate elects to appear before the committee to present new information, he/she must do so within the time limits established by the committee for such appearance. The candidate may also elect to be accompanied by an advocate or representative to represent his/her interests at such appearance. However, the committee shall have the right to question the candidate directly during such appearance. The committee, in considering the material presented by the candidate, shall not be limited by the recommendation(s) made by the candidate's department and may substitute its judgments of the professional expertise of the candidate for those judgments presented in the departmental or chair's recommendations. The committee shall consider the material presented by the candidate in making its recommendation(s). Any revised Promotion and Tenure Committee recommendation(s) resulting from such a meeting shall contain specific written recommendation(s) concerning the granting or non-granting of promotion and/or tenure.

If the candidate asks the committee to remand his/her case to the department, such request must occur within two (2) weeks of receipt of his/her report from the Promotion and Tenure Committee. Upon receipt of the candidate's written election, the Chairperson of the Promotion and Tenure Committee shall forward a copy of the committee's recommendation to all members of the department and inform them that the candidate has elected to have his/her application remanded to the department for its reconsideration of the documentation. The Chairperson shall also return the entire file on the application to the office of the department chairperson. Members of the department shall return the file with such additional documentation as they may deem appropriate to the committee within time limits set by the committee for such reconsideration of the documentation. The departmental representative shall notify all members of the Promotion and Tenure Committee of any new materials added to the documentation. The candidate may appear before the committee to discuss with it any additional material provided by the department. In considering the material presented by member(s) of the department, the Promotion and Tenure Committee shall not substitute its judgment on the professional expertise of the candidate for the properly documented judgments presented in the departmental recommendation(s). Any revised Promotion and Tenure Committee recommendation(s) resulting from such meeting and/or remand shall contain a

specific written recommendation(s) concerning the granting or non-granting of promotion and/or tenure.

Where a member of a department changes his/her vote on a candidate during a remand the candidate will have an opportunity to meet and discuss that changed vote with the faculty member who changed his/her vote prior to when the new departmental letter(s) is/are sent back to the Promotion and Tenure Committee.

If, in response to the remand, any member of the candidate's department reverses his/her/their initial vote, the candidate shall have the right to raise specific concerns in writing regarding the validity and sufficiency of the documentation supporting the reversal of vote and to request an interview with the author(s) of any revised recommendation(s) within three working days of the candidate receiving the response to the remand. Such an interview shall take place within three working days of the request. The author(s) of the challenged recommendation shall consider in his/her/their final recommendations the concerns raised by the candidate before submitting his/her/their response of the remand to the Promotion and Tenure Committee. The candidate, as well as all tenured and eligible tenure-track members of the department, shall receive a copy of all remand responses no later than three working days from the candidate's interview with the author(s) of all changes of votes.

f. The Provost shall forward a copy of the committee's final recommendation(s) to the candidate, the AAUP office, the chairperson of the candidate's department, and the departmental representative, and shall place copies of these recommendations in the candidate's personnel file.

#### 8. Decisions of the Board of Trustees

Upon receipt and study of the written recommendation(s) of the Promotion and Tenure Committee, together with all supporting materials and documents, the Board of Trustees shall review the Promotion and Tenure Committee's recommendation(s) and render a decision concerning the candidate based upon the documentation and recommendations in the written record forwarded to it. If there is more than one recommendation from the Promotion and Tenure Committee, or if the Promotion and Tenure Committee disagrees with the recommendation of a majority of the members of the department, all recommendations, including all of those from members of the department, will be forwarded to the Board of

Trustees. Members of the Board of Trustees shall not, without written substantive basis, substitute their judgments on the professional expertise of the candidate for properly documented judgments presented in the departmental and Promotion and Tenure Committee's recommendation(s).

The Board of Trustees shall render its decision concerning the candidate and communicate its decision in writing to the candidate, the chairperson of the candidate's department, the departmental representative, the Chairperson of the Promotion and Tenure Committee, and the President of the AAUP. When the decision of the Board of Trustees is contrary to the recommendation(s) of the Promotion and Tenure Committee and the candidate requests in writing the reasons for such decision, the Board of Trustees shall provide its reasons in writing for such decision, and shall communicate such written reasons to the candidate, the chairperson of the candidate's department, the departmental representative, the Chairperson of the Promotion and Tenure Committee, and the President of the AAUP. When the Promotion and Tenure Committee has recommended against promotion and/or tenure and the Board decides to grant promotion and/or tenure, the Board of Trustees shall provide its reasons for its decision and shall communicate such written reasons to the candidate, the chairperson of the candidate's department, the departmental representative, the Chairperson of the Promotion and Tenure Committee, and the President of the AAUP.

#### 9. Confidentiality

It shall be the responsibility of all committees and all individuals involved in the procedures under this Article strictly to maintain and preserve the confidentiality of all information and material pertaining to a candidate's evaluation hereunder unless the candidate elects to disclose or have disclosed any or all of such information and material. If the candidate does so elect, the disclosure of any single document or item pertaining to the candidate's evaluation hereunder, shall authorize the disclosure of all of the information and material pertaining to the candidate's evaluation. Nothing herein shall be interpreted as to deny full access by the candidate to any and all information pertaining to his/her case that may be pertinent in preparing his/her appeal of a negative recommendation or a remand, except that no one providing such information shall attribute specific comments to specific members of the candidate's Promotion and Tenure Committee. Nor shall anything contained herein be interpreted as to deny full access to any and all information needed by the AAUP in order to carry out its role as the bargaining agent.

#### 10. Committee Quorum

The committees provided for hereunder shall be authorized to act and carry out their responsibilities despite vacancies or lack of complete staffing of such committees, provided that a quorum of the committee is present at the time the committee takes action hereunder. For purposes of this Article, a quorum shall be defined as a majority of the number of persons designated for membership on any such committee under this Article.

#### E. Appeals Procedure

##### 1. Eligibility and Procedures for Appeal

The following candidates may appeal in writing to the Board of Trustees Appeals Committee:

- a. Candidates whose applications for tenure have not been supported by the Board of Trustees, after having been recommended for tenure by the Promotion and Tenure Committee,
- b. Candidates whose applications have been denied by the Board of Trustees and for whom a denial of promotion and/or tenure mandates a terminal contract,
- c. Candidates whose applications for promotion to Professor or tenured candidates whose applications for promotion to Associate Professor have not been supported by the Board of Trustees, after having been recommended for such promotion by the Promotion and Tenure Committee.

Such candidates may appeal in writing to the Board of Trustees Appeals Committee within fifteen (15) days from the day of the candidate's receipt of the Board's decision. The candidate shall also indicate in writing whether he/she wishes to be accompanied by representative member(s) of the AAUP at the Appeals Committee interview and whether he/she wishes to receive a written decision of the Appeals Committee's determination as allowed by Section D(4) herein.

##### 2. Appearances Before the Board of Trustees Appeals Committee

A candidate making such an appeal may elect to appear in person before the Board of Trustees Appeals Committee on a date designated by this committee, which shall be as soon after the committee's receipt of the written appeal as may be practicable. If the candidate chooses to be accompanied by representatives of the AAUP, no more than two (2) such representative members shall

attend the Appeals Committee interview. At least five (5) members of the Board of Trustees Appeals Committee shall be present for all such appeals.

3. New Evidence

The candidate shall not be permitted to submit any evidence in support of his/her application, unless such evidence was submitted to and considered by the Promotion and Tenure Committee, or unless such evidence relates to matters occurring subsequent to the rendering of the recommendation of the Promotion and Tenure Committee.

4. Written Decisions

If requested by the candidate in writing, the Board of Trustees Appeals Committee shall render a final decision in writing specifying the reasons for its decision. Copies shall be forwarded to the candidate, the Provost, the AAUP office, and the Chairperson of the Promotion and Tenure Committee, the chairperson of the candidate's department, and the departmental representative, and shall be placed in the candidate's personnel file. If the Board of Trustees Appeals Committee finds that there was a procedural error in the case before it, the committee may at its option remand the case to the Promotion and Tenure Committee for further review.

F. Requirements for Tenure

The requirements for tenure shall be those stated below. Each of the categories constitutes a separate area of evaluation. Documentation of activity in one area cannot be used to demonstrate activity in another. Neither a fixed minimum nor a fixed maximum number of faculty within a particular rank or within a department, a school or a college, or the University shall be considered as a criterion for promotion or tenure. Neither shall the number of years in rank be a consideration except as otherwise stated in this article. Rather, consideration shall be given to both the candidate's career as a whole and to accomplishments occurring since the last promotion. Tenure for faculty shall be awarded at either the rank of Associate Professor or Professor.

1. Appropriate Terminal Qualifications

The appropriate terminal degree or terminal qualification is required unless there is evidence of exceptional professional circumstances (defined as outstanding professional qualifications, achievements, and/or recognition within the candidate's field that would be of substantial benefit to the University). A candidate lacking the appropriate terminal qualifications shall be awarded tenure only when a majority of the department and the Promotion and Tenure Committee have found that there exists such evidence of exceptional professional circumstances and have recommended tenure to the



Board of Trustees.

Terminal qualifications, such as the J.D. or the M.F.A., shall be accepted as well as terminal degrees. For accounting faculty hired before the Fall semester of 1988, the M.B.A. or a M.S. with a concentration in accounting along with a C.P.A., C.A., or C.M.A. is considered a terminal qualification. For accounting faculty hired thereafter, a doctorate will be required. While possession of the appropriate terminal degree qualification is required, as aforesaid, possession of such a degree or qualification is not sufficient to serve automatically to entitle the candidate to the promotion or tenure sought.

#### 2. Evaluation of Teaching

Effective teaching is a criterion for granting of tenure. The primary consideration in evaluating effective teaching shall be given to evaluation by members of the department of the candidate who have observed the candidate's classroom and online teaching, whether within the candidate's department or in other departments or programs. It shall be the responsibility of the members of the department to observe the candidate's teaching and to describe the procedures and standards used in judging the candidate's teaching effectiveness.

#### 3. Value to Department, College, and University

The value of an individual to his/her department, college, and the University is a criterion. This requirement refers to the contributions a candidate has made to the life of his/her department, program, college/school, and the University beyond the classroom and his/her scholarly activities. It includes but it is not limited to such qualities as the match between the candidate's abilities and interests and the goals of the department, college, and University, demonstrated performance in assisting students outside of the formal classroom, the promise of continued devotion to the strengthening and updating of courses and curriculum, and the ability to teach a variety of courses. Recognition shall be given to substantial service in student advising, student recruitment and student retention activities, committee service, service to programs, and AAUP service that can be adequately documented. It shall be the responsibility of members of the department to describe how their procedures and judgments conform to the standards of this paragraph.

#### 4. Scholarly Activity

Scholarly activity is a criterion for tenure. Scholarly activity shall be understood to include creative and artistic endeavors, including but not limited to writing, composing, producing, performing, painting and sculpting, when appropriate to the candidate's

discipline. A candidate must demonstrate scholarly activity in his/her field of specialization. Candidates for promotion and tenure must document a scholarly record appropriate to the rank sought as defined in this Article. It shall be the responsibility of members of the department to set forth the appropriate criteria for scholarly activity for the particular academic field or discipline and to judge the quality of the candidate's scholarly activity in relation to those criteria. A candidate may solicit extra-departmental letters, either from within the University or external to it, which may strengthen the candidate's application.

#### 5. Requirement for Tenure for Librarians

To be eligible for tenure, a librarian must possess the M.L.S., a graduate degree in a subject (other than Library Science), and must document significant professional contributions and value to the operation of the Library and University. Such documentation shall include evidence of continuing effective support of the teaching-learning process and of professional and scholarly contributions to Library Science or the respective discipline of the librarian.

Reference to a graduate degree in a subject field other than Library Science, both for the purposes of promotion and tenure, shall be deemed to include a doctorate in Library Science.

#### 6. Procedures

Except as described above, the other applicable procedures described in this article shall apply to promoting and tenuring librarians including timetables and procedures for appeals. The parties agree that the requirements relating to successful applications for promotion to Assistant Professor II – Librarian or to Associate Professor-Librarian after a period not to exceed three (3) years each, with the alternative being a terminal contract, shall have no application to librarians who were members of the bargaining unit prior to September 1, 1982.

#### G: Requirements for Promotion

The requirements for appointment or promotion to a given rank shall be those stated below. Each of the categories constitutes a separate area of evaluation. Documentation of activity in one area cannot be used to demonstrate activity in another. The requirements for promotion shall also include the requirements set forth in Sections E(2), E(3), and E(4) of this Article. Neither fixed minimum nor maximum number of faculty or tenured faculty within a particular rank within a department, a college or school, or the University shall be considered as criteria for promotion. Nor shall the number of years in rank be a consideration except as otherwise stated in this Article. Rather, consideration shall be given both to the candidate's career

as a whole and to accomplishments occurring since the last promotion.

1. Appropriate Terminal Qualifications

For promotion to Assistant Professor II, to Associate Professor, and to Professor, the appropriate terminal degree or qualification, as defined herein above, is required, except for exceptional circumstances as defined in E(1) above. Terminal qualifications such as the J.D. or the M.F.A. shall be accepted, as well as terminal degrees. For accounting faculty hired before the fall semester of 1988, the M.B.A. or an M.S. with a concentration in accounting along with a C.P.A., C.A., or C.M.A. is considered a terminal qualification. For accounting faculty hired thereafter, a doctorate will be required. While possession of the appropriate terminal degree or qualification is required, as aforesaid, possession of such degree will not serve automatically to entitle a candidate to a promotion.

For promotion to Assistant Professor II-Librarian, Associate Professor Librarian and Professor Librarian an MLS and a graduate degree in a subject field (other than Library Science) is required except for exceptional circumstances as defined in E(1) above. The Doctorate in Library Science may substitute for the graduate degree for a subject area.

2. Assistant Professor and Assistant Professor-Librarian

To apply for promotion to the rank of Assistant Professor II, the person must possess the appropriate terminal degree or qualification and two (2) years of satisfactory teaching experience and scholarly activities and value to the department and to the college and University. The minimum qualifications for appointment or promotion to a second-term appointment to the rank of Assistant Professor II-Librarian include the M.L.S., a graduate degree in a subject field (other than Library Science), and demonstrated continuing professional growth and development. The general standard for promotion to Assistant Professor II and Assistant Professor II-Librarian shall be that the candidate is making progress toward meeting the departmental criteria for tenure and promotion to Associate Professor. A second-term appointment shall be for a period not to exceed three (3) years, at which time the individual will be promoted to the rank of Associate Professor or Associate Professor-Librarian or will be given a terminal contract. A person promoted to a second-term appointment as Assistant Professor II or Assistant Professor II-Librarian shall not be subject to annual reappointment, but shall undergo such evaluation as requested by the candidate or deemed necessary, respectively, by the department or dean or by the library faculty or the Dean of University Libraries to prepare documentation required for promotion to Associate

Professor or Associate Professor-Librarian with tenure.

3. Associate Professor and Associate Professor-Librarian

The rank of Associate Professor is the first senior rank of faculty at Rider University. This rank or the rank of Professor is held by all tenured faculty. Standards for persons holding the rank of Associate Professor include appropriate graduate education, appropriate terminal degree or qualification as defined above, and a record of effective teaching, scholarly or performance activity in the field of specialization, and value to the department, college, and University. The minimum qualifications for the rank of Associate Professor-Librarian include the M.L.S., a graduate degree in a subject field (other than Library Science), demonstrated evidence of scholarly activities including contributions to the library profession, effective support of the teaching-learning process at Rider University, and value to the Library and University. Normally, scholarly activity shall include completed work which shall be evaluated by the department. While research in progress shall be evaluated, this research must have reached a sufficient point of completion to provide the department a basis to judge the merits of that research. In the event that a candidate submits only uncompleted work as evidence of scholarly achievement in application for this or any other promotion, the department shall thoroughly describe the basis by which this work has been evaluated and a recommendation reached.

4. Professor and Professor-Librarian

The rank of Professor is the highest faculty rank at Rider University. Those who hold this rank are expected to exemplify distinguished achievement in the areas of classroom teaching, scholarly activities, and value to a department, a college/school, and the University. Distinguished achievement shall be characterized by teaching that is consistently exemplary, by scholarship that is ongoing and mature in nature, and by value that is sustained and varied. The rank of Professor-Librarian is the highest rank of librarian at Rider University. Persons holding this rank must document distinguished achievement in the areas of support of the teaching-learning process, scholarly activity, and value to the Library, colleges/schools, and the University. Distinguished achievement shall be characterized by support of the teaching-learning process that is consistently exemplary, by scholarship that is ongoing and mature in nature, and by value that is sustained and varied. The M.L.S. and a graduate degree in a subject field (other than Library Science) are required.

H. Notification of Tenure and Promotion Obligations

The University shall notify in writing any bargaining unit member

when such individual is required to apply for and attain tenure or promotion to avoid the issuance of a terminal contract by the University to such bargaining unit member. Such notification shall be sent to such bargaining unit member by August 1 prior to the academic year during which such an application must be made. However, the failure by the University to send the notification provided for herein by August 1, as foresaid, shall serve only to extend the time for such application by the same number of days as the number of days after August 1 that the notification is sent. In no event, shall such failure to give timely notice serve as a basis for a claim by such bargaining unit member that he/she is entitled to de facto tenure or to any other benefit or advantage by reason of the omission by the University to provide the notice as required hereunder.

I. Timetable for Tenure and Promotion

a. Tenure

(i.) No member of the bargaining unit may apply for tenure prior to his/her second year of service at Rider University.

The process of evaluation must be initiated no later than the beginning of the faculty member's sixth year of service, including up to three (3) years of prior service as defined below.

(ii.) Applications for tenure prior to the sixth year of full-time teaching at the college level shall not prejudice the application.

(iii.) Candidates who have spent periods of time on professional or personal leaves of absence from Rider University shall not have such years counted in computing years of teaching service at the University. In the computation of the number of years of teaching service for this Article, time on leave shall not be credited toward years of teaching service. However, such period of time on leave shall not interrupt the computation of consecutive years of teaching service for purposes of this Article.

(iv.) Rider University recognizes that members of the faculty must balance the many priorities of their careers in academia with their personal circumstances and needs. In particular, the demands of caring for a child in the first year of life and/or the medical needs of a seriously ill spouse, domestic partner, parent, or child may seriously affect the time and energy that a faculty member can devote to his/her professional responsibilities during the tenure probationary period. In recognition of these demands, a faculty member

shall automatically be granted, upon written notice to the Provost's office, an exclusion of one year from the countable years of service that constitute that individual's tenure probationary period under the following circumstances:

- the bargaining unit member is acting as the primary or co-care-giving parent during a newborn's, adopted, or foster child's first year in the household; or
- the bargaining unit member is attending to the medical needs of a spouse, domestic partner (as defined in Article XXXIV), parent, son, daughter, or any person qualifying as a dependent, who has had a serious health condition as defined by the Family and Medical Leave Act of 1993.

Such written notice should be given as soon as possible, but must be made within six (6) months of the onset of event (e.g., childbirth, adoption, illness) which constitutes the reason for the exclusion and prior to the beginning of the academic year in which the bargaining unit member would otherwise be required to stand for promotion or tenure. No more than two such exclusions shall be granted to any individual under this provision.

An individual who has invoked this provision shall not teach courses out of his/her normal load during the regular fall/spring semesters, which semesters are not being counted toward years of service, except to finish a course already begun. The individual shall teach his/her normal load and hold his/her normal office hours.

The extension of the probationary period under this provision shall not penalize, adversely affect, or prejudice the faculty member's application for promotion or tenure. If a faculty member has been in the probationary period for more than three (3) years, due to the utilization of this provision prior to his or her application for promotion to Assistant II, he/she shall be treated as if he/she has been in probationary status for only three (3) years. If a faculty member has been in the probationary period for more than six (6) years due to this provision prior to his/her application for tenure, he/she shall be treated as if s/he has been in probationary status for only six (6) years.

In no case shall utilization of this provision serve as a basis for a claim by such bargaining unit member that he/she is entitled to de facto tenure or any other benefit or advantage not specifically granted in this provision.

(v.) The probationary period prior to the award of tenure shall not exceed six (6) years of full-time teaching experience at the college level, including full-time teaching at other institutions of higher education, except that prior full-time teaching at other institutions of higher education in excess of three (3) years will not be considered, nor will periods during which the probationary clock is stopped as designated above.

All new hires will have a six year probationary period regardless of the rank at which they are hired or the years of previous experience. All such hires will have the option to apply for promotion and or tenure after one year. If faculty hired at the Assistant II level or higher have not applied for a promotion and/or tenure by their third year of employment they will have a review by the P&T committee in their third year of hire. The standard for this review will be “progress towards tenure.” Failure to successfully pass this review will lead to a terminal contract; a successful review will be rewarded with a \$1,000 one time, not to base bonus. Faculty hired at the Assistant I level will be reviewed for promotion to Assistant II by their third year of employment. All the present standards and procedures in this Agreement for this promotion will remain including moving to the new rank minima.

(vi.) Failure to receive tenure after six (6) years of full-time teaching at Rider or after six (6) years of full-time college teaching experience, the last three (3) of which were at Rider, will result in a one-year terminal contract, beyond which any continued employment beyond the seventh year will be either on a part-time basis or in a non-faculty position, with no tenure resulting from such continued employment.

(vii.) Notwithstanding any of the other provisions of this Article, members of the bargaining unit who receive a mid-year appointment to a full-time bargaining unit position shall be treated for purposes of this Article as if such appointment commenced with the following September.

b. Promotion

(i.) Except for the provision for Instructors in Article VI, Section A(2), no applications for promotion may be made in the first year of employment in a faculty position at Rider

University. Application for promotion to the ranks of Assistant Professor I and II and Associate Professor may be made only once prior to the required application for such promotion so as to make the candidate eligible for continued employment by the University. Application for promotion to the rank of Professor may be made initially in two (2) consecutive years. Subsequent applications may be made only at the expiration of a three-year period after a denial of such application for promotion or upon the recommendation of the appropriate dean.

(ii.) The timetable set forth in Section G1 relating to tenure shall be applicable to application for promotion as well.

c. Promotion and/or Tenure Application Procedures Deadlines

The schedule for implementation of tenure application and/or promotion proceedings is as follows:

(i.) The candidate shall provide notice of his/her interest in applying for promotion and/or tenure to his/her departmental colleagues, the department chairperson, and the chairperson of the Promotion and Tenure Committee by September 15 and shall provide the department with a dossier by October 10. The bargaining unit members and the chairperson shall forward their written recommendations to the candidate no later than November 15. The candidate may place additional, supporting documentation to his/her dossier at any time up to and including December 15, but must notify all members of the Promotion and Tenure Committee and his/her department of any materials added after December 5.

The candidate has five (5) working days to respond to any recommendation, as provided in Section C(1) above and the department and/or chairperson shall have five (5) working days from the candidate's request to provide him/her with an interview if he/she so requests. The candidate's dossier, including all final recommendations, shall be forwarded to the Provost's office by the candidate no later than December 5 (except as specified in Section C(5), above). Members of the Promotion and Tenure Committee shall sign a control sheet, to be placed with each candidate's documentation, indicating the date on which the documentation was reviewed. The candidate shall be responsible for notifying members of the Promotion and Tenure Committee of any materials added to the documentation after members of the Promotion and Tenure Committee have completed their



review. Any materials to be submitted by the candidate to the Promotion and Tenure Committee must be received by December 15 and responses to that material by the bargaining unit member(s) or chairperson must be submitted by December 20.

- |                              |  |
|------------------------------|--|
| September 15                 | Candidate notifies department, department chairperson, and chair of Promotion & Tenure of intent to apply.   |
| October 10                   | Candidate's dossier is submitted to department.  |
| By November 15               | Candidate shall receive a copy of both the eligible bargaining unit members' and the chairperson's written recommendations.  |
| November 15 + 5 working days | Candidate may state in writing specific concerns regarding the validity and sufficiency of the documents supporting any of the eligible bargaining unit members' or chairperson's recommendations. The candidate may also request an interview with the eligible bargaining unit members of the department and/or the chairperson within this time period. |
| Within 5 days thereafter     | Meeting between candidate and author(s) of the challenged recommendations.   |
| December 5                   | Except under circumstances stated in C(5), above, the candidate's dossier, including all written recommendations, shall be forwarded to the Provost's office. Provost will provide a copy of the written recommendations to the AAUP office. The candidate shall receive a copy of the final chair and departmental recommendations prior to this date.    |
| December 15                  | The candidate may submit new documentation to the Promotion and Tenure Committee up to this date. Any such materials must be simultaneously submitted to the candidate's department and chairperson, and if added after December 5, the candidate must notify the members of the Promotion and Tenure Committee and his/her department of the additions.   |
| December 20                  | The bargaining unit members of the department and/or chairperson shall have to this date to review and respond to any new materials submitted by the candidate.  |

(ii.) The Promotion and Tenure Committee shall

commence meeting to review materials received in connection with tenure applications during the first week of January. The Promotion and Tenure Committee shall forward to the appropriate parties its written recommendation(s) concerning the granting or non-granting of tenure by February 1. Re-hearings by the Promotion and Tenure Committee as specified in Section C (7) above shall be completed by March 7.

J. Request for Promotion and Tenure Documents by the AAUP

Upon the written request of the AAUP, the University will supply to the AAUP copies of any underlying documents pertaining to promotion and/or tenure that are referred to in any report or decision supplied under this Agreement and that are in the University's possession at the sole cost and expense of the AAUP.

K. Promotion and Tenure of Non-Bargaining Unit Members

All individuals who are candidates for promotion and/or tenure, whether members of the bargaining unit or not, shall be required to follow the same procedures as are applicable to bargaining unit members described in this Article. Both parties agree that any persons upon whom tenure or any faculty rank has heretofore been conferred shall retain such tenure and/or rank.

**ARTICLE IX**

**DISCIPLINE**

The University may not discharge, suspend, or otherwise discipline a member of the bargaining unit, except for proper cause. Any discipline imposed, including additions to an individual's personnel file, shall be subject to the grievance procedure provided for in Article XXII, including submission to arbitration. The University will not dismiss or suspend (with or without pay) a member of the bargaining unit prior to the completion of the procedures provided under Article XXII, unless the University has reason to believe that there is a potential for immediate harm.

**ARTICLE X**

**ANNUAL REAPPOINTMENT AND NON-REAPPOINTMENT OF  
NON-TENURED BARGAINING UNIT MEMBERS**

A. Procedures for Reappointment

1. Preparation and Evaluation of Credentials

It shall be the responsibility of the individual being evaluated to

maintain a documented record of professional development and growth. For members of the faculty, such record shall include evidence of effective teaching, value to his/her department, and scholarly activity or the analogous criteria for librarians. For bargaining unit members of the athletic staff and for reading clinicians, such record shall include evidence of appropriate professional performance and activity as well as value to their units. It shall be the responsibility of the department and the chairperson to provide guidance to new faculty members as to the departmental expectations for reappointment and to mentor the new faculty member in such a way as to help him/her make progress toward the building of his/her case for reappointment. Newly appointed bargaining unit members shall begin compiling this record in the first semester of employment. This record shall be submitted by the individual to the tenured and tenure track members of his/her department and the departmental chairperson by the dates specified below, or in the case of a member of the professional athletics staff, the dates specified in Article XVI (C). In the event that such bargaining unit member fails to submit his/her documented record by the deadlines stated below, the department or professional staff shall be permitted to make a recommendation based on the best available evidence, recognizing that the burden is on the positive case.

## 2. Evaluation of Credentials

### a. Responsibilities of the Bargaining Unit Members

The full-time tenured and tenure track bargaining unit members of the department have the professional responsibility to evaluate annually persons subject to reappointment decisions and each full-time tenured and tenure track bargaining unit member of the department has the professional responsibility to sign a specific written recommendation presenting his/her reasons for recommending reappointment or non-reappointment. For newly hired bargaining unit members, such evaluation shall begin in the individual's first semester of employment.

Prior to the completion of their recommendation(s), the full-time tenured and tenure track bargaining unit members of the department or committee designated by the full-time tenured and tenure track members of the department, excluding the individual being evaluated, shall evaluate the documented materials necessary for their decision. Such materials shall include relevant information supplied by the candidate and the department members, and may include properly documented materials from competent sources other than those persons

serving in the department. In the event that the individual being evaluated fails to submit his/her documented record by the deadline stated below, bargaining unit members shall make a recommendation based on the best available evidence. For faculty members, the criteria for evaluation shall include demonstrated effective teaching, value to his/her department and college, and demonstrated scholarly activity. For reading clinicians the criteria for evaluation shall include appropriate professional performance and activity, and value to their department or unit.

b. Responsibilities of the Departmental Chairperson

The chairperson of the department shall provide newly hired bargaining unit members with a copy of the departmental promotion and tenure criteria and shall inform the individual of his/her responsibilities under this Article. The chairperson has the professional responsibility to annually evaluate person subject to reappointment and to make a specific, independent, written recommendation, presenting his/her reasons for recommending reappointment or non-reappointment. For newly hired bargaining unit members, this evaluation shall begin in the individual's first semester of employment. In making such a recommendation, the chairperson shall evaluate the documented materials necessary for this decision. Such material shall include relevant information supplied by the candidate and other department members, and may include materials from competent sources other than those persons serving in the department. In the event the candidate fails to submit his/her documented record by the deadline stated below, the chairperson shall make a recommendation based on the best available evidence. For faculty members, the criteria for evaluation shall include demonstrated effective teaching, value to his/her department and college, and demonstrated scholarly activity. For reading clinicians, criteria for evaluation shall include appropriate professional performance and activity, and value to his/her department or unit.

c. Candidate's Review of Bargaining Unit Members' and Chairperson's Recommendations

Prior to the forwarding of these recommendations and responses (if any) to the dean, each full-time member of the department (including the chairperson) shall be provided a copy of each recommendation. The candidate shall receive copies of each of these recommendations and shall have the right to review and respond to any or all of them at least five (5) working days prior

to the forwarding of such recommendations to the dean.

d. Dean's Review

The dean (or in the cases of reappointment of athletic staff, the athletic director) shall then review the recommendations and shall normally support a well-documented recommendation by the bargaining unit members of the department. In the event that the dean (or the athletic director) has compelling reasons, which shall not be arbitrary, for not supporting the recommendation of the bargaining unit members of the department, these reasons shall be stated in writing and forwarded to the bargaining unit members of the department, the chairperson, and the candidate. A candidate who is denied reappointment or is given a terminal appointment by action of the dean shall have the right to an appeal as set out in Section (B) (5), below.

B. Deadline for Reappointments

Failure by the members of the department to forward their recommendation(s) by the deadlines stated below shall permit the dean to make a determination as to the reappointment or non-reappointment of the non-tenured bargaining unit member based on the best available evidence.

1. In first year of employment

February 1: Bargaining unit member submits his/her documented record of professional development and growth to the full-time bargaining unit members and the chairperson of the department.

February 20 Minus five (5) working days: The candidate and all full-time members of the department shall receive copies of all recommendations on reappointment. The candidate may respond to any or all of them prior to February 20.

February 20: Copies of all final recommendations and candidate's written responses, if any, shall be forwarded by the chairperson of the department to the dean.

No later than March 1: (or if a one-year appointment that terminates during an academic year, then at least three (3) months in advance of such termination date.) Candidate shall be notified of reappointment or non-reappointment by the dean. In cases where

the dean fails to meet this deadline, the candidate shall be automatically reappointed.

2. In the second year of employment and in the first and second years of probationary service following the expiration of a pre-probationary appointment

October 15: Bargaining unit member submits documented record of professional development and growth to the full-time bargaining unit members and the chairperson of the department.

November 15 Minus five (5) working days: The candidate and the full-time members of the department receive copies of all recommendations on reappointment. The candidate may respond to any or all recommendations by November 15.

November 15: Copies of all final recommendations and candidate's written responses, if any, shall be forwarded by the chairperson of the department to the dean.

December 15 (or at least six (6) months prior to the termination of an appointment during an academic year): The dean shall notify the candidate of reappointment or non-reappointment. In cases where the dean fails to meet this deadline the candidate shall be automatically reappointed.

3. After the Second Year of Probationary Employment

In cases of reappointment of bargaining unit members or chairpersons who have served more than two (2) years in a probationary status, reappointment shall follow the timeline of section (B) above, except that notification of reappointment by the dean shall occur at least twelve (12) months before the expiration of the appointment. In such case the individual shall receive a terminal contract for the academic year following the year in which he/she receives notice of non-reappointment.

4. Reappointment of Instructor or Instructor-Librarian

Full-time bargaining unit members who are appointed to the rank of Instructor or Instructor-Librarian will be assigned to the rank of Assistant Professor I or Assistant Professor I-Librarian, subject only to being granted reappointment under the provisions of this Article

X, where such individual has attained the applicable terminal degree. Where such individuals have not attained the applicable terminal degree, they may be assigned to the rank of Assistant Professor I or Assistant Professor I-Librarian only with the concurrence, respectively, of the dean and the department or of the Dean of University Libraries and the library faculty. Such individuals must be successful candidates for the rank of Assistant Professor I or Assistant Professor I-Librarian by the end of their second year of the pre-probationary period, or they shall not be reappointed. Standards of notification and submission of documented records contained in Section B (1 and 2) shall apply, respectively, to appointees in the first and second years of a pre-probationary period. In the first and second probationary years following the expiration of a pre-probationary period, the schedule for notification of reappointment or non-reappointment shall be as set forth in Section B (2).

#### 5. Appeals Procedure

Within ten (10) days of the notification to a candidate of a denial of reappointment or a terminal appointment, the candidate may request, in writing, a meeting with the Provost to permit the candidate to present an appeal of the decision of the dean. A meeting between the candidate and the Provost shall thereafter be held. After consultation with the dean and department, the Provost shall make a final written decision that shall not be arbitrary or capricious and shall forward copies to the candidate, the dean, and the AAUP.

#### C. Reappointment of Full-time Visiting Faculty

Full-time visiting faculty holding an appointment that has been authorized for a period longer than the term of their present appointment and who are in their final year of that appointment shall be evaluated for reappointment by full-time bargaining unit members of the department, chairperson and dean in the manner specified below. Failure by the members of the department to forward their recommendation by the deadlines stated below shall permit the dean to make a determination as to the reappointment or non-reappointment of the visiting bargaining unit member based on the best available evidence.

6. If the application for reappointment is in the first year of employment:

February 1: The visiting faculty member shall submit a documented report on his/her teaching, scholarly activities and service as appropriate to the nature of his/her appointment to the full-

time bargaining unit members and the chairperson of the department.

February 20 minus five (5) working days: The visiting faculty member and all full-time members of the department shall receive copies of all recommendations on reappointment. The visiting faculty member may respond to any or all of them prior to February 20.

February 20: The chairperson of the department shall forward copies of all recommendations and visiting faculty member's written responses, if any, to the dean.

No later than March 1: The visiting faculty member shall be notified of reappointment or non-reappointment by the dean. In cases where the dean fails to meet this deadline, the visiting faculty member shall be automatically reappointed

7. If the application for reappointment is in the second year of employment:

October 10: The visiting faculty member shall submit a documented report on his/her teaching, scholarly activities and service as appropriate to the nature of his/her appointment to the full-time bargaining unit members and the chairperson of the department.

November 15 minus five (5) working days: The visiting faculty member and the full-time members of the department receive copies of all recommendations on reappointment. The visiting faculty member may respond to any of all recommendations by November 15.

November 15: Copies of all final recommendations and the visiting faculty member's written responses, if any, shall be forwarded by the chairperson of the department to the dean.

December 15: The dean shall notify the visiting faculty member of reappointment or non-reappointment. In cases where the dean fails to meet this deadline the visiting faculty member shall be automatically reappointed.

8. In the third year of employment:



In cases of reappointment of visiting faculty members who have served more than two (2) years, reappointment shall follow the timeline of section (2) above, except that if reappointment is awarded, reappointment shall be for the number of years remaining between three years and the maximum authorized number of years of employment. In no case shall a visiting faculty member be appointed for more than the maximum of six (6) years. The letter of reappointment will specify the period of this last and final reappointment and this letter will constitute notice of non-reappointment after that period.

D. Reappointment of Librarian Faculty

For reappointment of librarians, the full-time librarians, functioning as a department, shall forward their recommendation to the Dean of University Libraries, who shall act on it in the same manner as the dean in Section A.

E. Reappointment of Members of the Professional Athletic Staff

For reappointment of professional athletic staff members, see Article XVI.

F. Notification

Standard of notification for reappointment and non-reappointment shall be as follows:

1. First Year Notification

Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of such termination;

2. Notification in the Second Year of Employment and in the First and Second Probationary Years Following the Expiration of a Pre- Probationary Period

Not later than December 15 of the second academic year of service (or of the first and second years of probationary service following the expiration of a pre-probationary appointment), if the appointment expires at the end of that year, or, if an initial two-year appointment terminates during the academic year, at least six (6) months in advance of such termination;

3. Minimum Notification

At least twelve (12) months before the expiration of an appointment after two (2) or more years at the University.

4. Hires Other Than on September 1

Bargaining unit members hired during an academic year and having an effective hire date other than September 1 shall be deemed for purposes of this Article to have begun employment on the following September 1.

**ARTICLE XI**

**ACADEMIC DEPARTMENTS**

A. Department Structure

It is understood and agreed by the parties that an academic department consists of an academic unit in which there are at least four (4) tenured or tenure track faculty who have been appointed or transferred to that unit by the procedure specified in either Article VII (Appointments) or Article XXXVII (Transfer of Faculty). All such departments shall be headed by a chairperson appointed or reappointed in the manner prescribed in this Article. Such chairpersons shall not be members of the bargaining unit; however, such chairpersons shall be fully recognized as members of the faculty and entitled to the rights and privileges of such status. The chairperson's duties include teaching that shall not exceed a teaching load equivalent to the required teaching load for a full-time faculty member in his/her college/school, as specified in Article XXVII (Teaching Workload), reduced by one course release per semester. This teaching and only this teaching shall be exempt from the prohibition under Article XV (Lay-Off), Section F. The parties agree that it is desirable that a candidate for the position of department chairperson be acceptable to both the dean of the college in which the department is located and the full-time faculty of the department. Except where otherwise stated, in this Agreement "a department" comprises its full-time tenured and tenure track members who act by majority vote at a meeting. The structure and function of the Athletic Department is prescribed in Article XVI Professional Athletic Staff.

B. Departmental Functions

As per the procedures specified in Article VII (Appointments) departments are the units that make recommendations for the appointment of tenure and tenure track faculty and all tenured and tenure-track faculty who hold faculty status within a specific department, either through the procedures specified in Article VII (Appointments) or Article XXXII (Transfer of Faculty). Departments have the responsibility of evaluating and recommending full-time faculty for reappointment (as per the procedures specified in Article VIII Promotion and Tenure and Article X, Annual Reappointment).

Departments carry out workload planning as specified in Article XXVII (Teaching Workload) and Article XVIII (Library Faculty Workload).

Departments also have responsibility for proposing curricula changes to the appropriate Academic Policy Committee as specified in Article XIII (Academic Governance).

C. Procedures for Appointing Chairpersons

The decision to appoint (or reappoint) a chairperson shall be made by the dean, after consultation with the full-time bargaining unit members of the department. Such consultation shall include discussion of the academic and administrative criteria to be used in selecting the chair and whether to fill the position from among the members of the department or through an external search. In addition, the dean and the full-time bargaining unit members of the department shall examine the credentials of the applicants and interview candidates, and discuss the candidates interviewed. In cases where the position is to be filled by an external search, that search shall follow Sections A, D, E, F, and G of Article VII of this Agreement.

Department chairpersons shall serve three-year terms. The dean may appoint a chairperson from either inside or outside the University, provided that the dean gives due consideration to candidates from within, that no appointment from outside the University shall result in the loss of a bargaining unit position, and that in cases where the position is to be filled by an external search that search shall follow Sections A, D, E, F and G of Article VII of this Agreement.

Under exceptional circumstances, the dean may appoint, with the agreement of a majority of the full-time faculty members of the department, as an acting chairperson, a faculty member from another department of the University. When such a chairperson returns to the bargaining unit, both the AAUP and the University shall treat him/her like all other bargaining unit members.

A chairperson may be reappointed in accordance with this Section C of this article. Both the AAUP and the University shall treat a chairperson who returns to the bargaining unit at the end of his/her term like all other members of the bargaining unit.

D. Alteration of Departmental Structure

The parties recognize and agree that academic departments play a key role in the life of the University and have primary responsibility for the

evaluation of faculty for appointment, reappointment, and promotion and tenure. Given the significant role played by departments the parties further recognize and agree that departments should consist of either a single discipline or closely related disciplines.

Any change in the makeup of an existing department through merger with existing department(s) or discipline(s) or the division of a department into two or more new departments may be proposed by the Provost, by a Dean or by a department or discipline within a multi-disciplined department. Regardless of the source of the proposal, consultation shall occur among the Provost, the dean(s) of the affected college and/or school, and the affected department(s)/discipline(s). The final decision on whether or not to alter the makeup of an existing department either through merger or division shall rest with the Provost.

E. Vacancies

A vacancy in the position of department chairperson shall occur for the following reasons:

1. Resignation, disability, or death of a chairperson;
2. The dean chooses not to reappoint the chairperson at the end of his/her term;
3. The dean determines that a chairperson's tenure in the role should end prior to the end of his/her term.

F. Procedures for Resolving Disagreements Regarding Vacancies

The full-time faculty in a department, by majority vote, may inform the dean of their desire to have the dean declare a vacancy in the position of chair. If the dean and the majority of the full-time members of the department agree, the dean shall declare the position vacant. In all cases in which the dean and a majority of the full-time bargaining unit members of the department disagree as to the occurrence of a vacancy, the disagreement shall be submitted to a panel of three (3) persons. Such panel shall be appointed as follows: the majority of the full-time bargaining unit members of the department shall appoint one (1) member, the dean shall appoint one (1) member, a chairperson from the college shall be chosen by a majority of the chairpersons of the University. A new panel shall be elected for each case of disagreement. Both parties agree that anyone serving on such panel shall not be subject to any economic or other type of reprisal as a result of any determination made by such panel. Such panel shall investigate all aspects of the disagreement, consult with the full-time bargaining unit members of the department, the dean, and the incumbent chairperson, and shall submit a written report and recommendation to the Provost. The Provost may meet with the panel to discuss its recommendations and findings. The Provost shall make a final and binding

determination as to the resolution of the disagreement between the dean and a majority of the full-time bargaining unit members of the department. The Provost shall not improperly substitute his/her judgment for the properly documented judgment and recommendations of the panel nor shall his/her determination be made in an arbitrary or capricious manner. In the event that the Provost does not follow the recommendations of a majority of the panel, he/she shall submit in writing to the panel, the full-time bargaining unit members of the department, the dean, and the AAUP office substantive written reasons for his/her action.

The AAUP may grieve an alleged failure to follow the procedures provided for under this Section through the grievance procedure including outside arbitration, but shall not have the right to grieve the determination of the Provost. The arbitrator's authority shall be limited to remanding the matter back to the panel and Provost, with a mandate that a new determination shall be made consistent with the procedure provided for under this Article.

G. Timetable for Dispute-Resolution Procedures

The timetable for the procedures under this Section shall be as follows: the dean's declaration of disagreement with the full-time bargaining unit members of the department shall occur no later than March 8; the three-member panel shall be constituted and shall complete its investigation and submit a written report by April 15; the Provost shall make a determination and, where required, submit his/her written reasons for his/her action by April 22 to the bargaining unit members of the program and the AAUP office.

H. Promotion and Tenure Procedures for Department Chairpersons

Department chairpersons who are candidates for promotion and/or tenure shall be required to follow the same procedures as are applicable to bargaining unit members described in this Agreement. In such cases, a designee of the dean shall fill the chairperson's position on the Promotion and Tenure Committee. Such designee shall be in a field as close as possible to the candidate's field of teaching and research.

I. Acting Chairpersons

An acting chairperson may be appointed by the dean after consultation with the full-time bargaining unit members of the department for a period not to exceed one (1) year. In the event a vacancy still exists at the end of one (1) year, the dean, with the consent of a majority of the full-time bargaining unit members of the department, may continue the appointment of an acting chairperson on a year-to-year basis. An

incumbent chairperson may not be appointed acting chairperson by the dean.

J. Notification of the Appointment of a Chairperson

The dean shall notify each full-time member of the department and the AAUP of the appointment of a chairperson or an acting chairperson.

**ARTICLE XII**

**PROGRAMS**

A. Undergraduate Programs

1. Definition

All undergraduate majors, minors, and courses of study, that offer academic credit, (e.g. Baccalaureate Honors Program), and similar academic units not housed within a department that have an exclusive workload shall be designated as undergraduate programs (the term “undergraduate program” within this Agreement shall be recognized as referring to such units) and there shall be appointed or reappointed in accordance with the provisions of this Article a lead person for each such undergraduate program, to be referred to as the director (or undergraduate program director). Such directors of programs shall be full-time members of the faculty and the bargaining unit with all rights and privileges of those statuses, but shall receive one (1) course reduction per regular academic semester. Undergraduate program directors who are required to perform duties during the summer shall receive extra compensation as negotiated and agreed to by the director and the dean of his/her college.

2. Term of Directors

Program directors shall serve a three-year term. A director may be reappointed in accordance with Section (A)(3) of this article. Programs are encouraged, but not required, to conduct a review of the director at least once every three (3) years. If the members of the program choose to carry out a review of the director, the written review shall be given to the director with a copy to the dean of the college/school by March 1 of that academic year.

3. Procedures for Appointing Directors

A vacancy in the position of program director shall occur for the following reasons:

(a) resignation, disability, or death of the director;

(b) in all cases when, either at the end of the director's term, or as a result of a review, both the dean and a majority of the members of the program agree that a vacancy should occur.

(c) the dean determines that a director's term should be ended and the majority of the members of the affected program do not state opposition to that determination in writing within fourteen (14) days of the dean's notification of intent to terminate. The fourteen-day response period may be extended by agreement between the AAUP and the University during times other than the Fall and Spring semesters.

4. Procedures for Resolving Disagreements Regarding Vacancies

In all cases in which the dean and a majority of the members of the program disagree as to the occurrence of a vacancy, the disagreement shall be submitted to a panel of three (3) persons. Such panel shall be appointed as follows: the majority of the members of the program shall appoint one (1) member, the dean shall appoint one (1) member, a director from the college/school shall be chosen by a majority of the directors of the University. A new panel shall be elected for each case of disagreement. Both parties agree that anyone serving on such panel shall not be subject to any economic or other type of reprisal as a result of any determination made by such panel. Such panel shall investigate all aspects of the disagreement, consult with the members of the program, the dean, and the incumbent director, and shall submit a written report and recommendation to the Provost. The Provost may meet with the panel to discuss the recommendations and findings. The Provost shall make a final and binding determination as to the resolution of the disagreement between the dean and a majority of the members of the program. The Provost shall not improperly substitute his/her judgment for the properly documented judgment and recommendations of the panel nor shall his/her determination be made in an arbitrary or capricious manner. In the event that the Provost does not follow the recommendations of a majority of the panel, he/she shall submit in writing to the panel, the members of the program, the dean, and the AAUP office substantive written reasons for his/her action.

The AAUP may grieve an alleged failure to follow the procedure provided for under this Article through the grievance procedure including outside arbitration, but shall not have the right to grieve the substantive determination of the Provost. The arbitrator's authority shall be limited to remanding the matter back to the panel and Provost, with a mandate that a new determination shall be made consistent with the procedure provided for under this Article.

5. Timetable for Dispute-Resolution Procedures

The timetable for the procedures under this Section shall be as follows: the dean's declaration of disagreement with the members of the program shall occur no later than March 8; the three-member panel shall be constituted and shall complete its investigation and submit a written report by April 15; the Provost shall make a determination and, where required, submit his/her written reasons for his/her action by April 22 to the bargaining unit members of the program and the AAUP office.

6. Procedures for Filling a Vacancy

When a vacancy in the position of program director occurs, the dean shall notify the members of the program and consult with them concerning such replacement. Such consultation shall include both the academic and administrative criteria to be used in filling the vacancy. The dean and the members of the program shall examine the credentials of applicants and interview candidates. Such consultation shall also include discussion of the candidates interviewed.

The dean shall nominate a person to fill such vacancy. If the majority of the program does not concur with the dean's choice or nominee, the dean shall nominate a second candidate. The majority of the program shall then choose between the two (2) nominees of the dean to fill such a vacancy. The dean may not nominate an incumbent director.

7. Acting Directors

The dean may appoint an acting director after consultation with the members of the program for a period not to exceed one (1) year. In the event a vacancy still exists at the end of one (1) year, the dean, with the consent of a majority of the program, and the approval of the AAUP, may continue the appointment of an acting director on a year-to-year basis. An incumbent director may not be appointed as acting director by the dean. The acting director may be either a full-time or part-time member of the faculty and bargaining unit.

8. Notification of the Appointment of a Director

The dean shall notify each member of the program of the appointment of a director or acting director.

9. Review and Approval of New Programs

Proposals for new programs must be submitted for review and approval by the appropriate Academic Policy Committee ("APC"). Proposals may be submitted by the dean or by faculty members working as a group for the



purposes of submitting a proposal. Proposals will include the following material for review:

(a) A list of the faculty who will constitute the faculty of the program along with the qualifications of that faculty (demonstrated scholarly activity, publications, workshops, course work, etc.). Evidence shall be provided that the submitting committee has attempted to recruit all interested and qualified faculty.

(b) A clear and concise statement of the academic need, purpose, and objectives of the program and why those objectives cannot be met by existing departments and programs.

(c) An analysis of potential student interest and the budgetary impact of the new program. Such budgetary analysis shall be in the form of a Resource Impact Statement consistent with the requirements of Article XIII(C)(3). At a minimum, it will include additional faculty support, equipment, and additional library resources needed in order to offer the new program. The APC will also consider the Facility Monitoring Committee's analysis of the impact of the proposal on the allocation and use of classroom and other physical spaces.

(d) The curricular requirements of the new program shall be described in detail. These shall include the courses which will comprise the program and whether they are existing courses that are to be cross-listed or new courses that would fall under the program's workload. New course proposals must be included with the proposal, but will be reviewed for approval once the program is established. In addition, the requirements for the program's major, minor, course tracks, concentrations, and/or certificates shall also be included. When reviewing program requirements and courses, the Academic Policy Committee should reference the standards and guidelines of the relevant national associations when such standards and guidelines are available.

(e) Programs established prior to September 1, 1999, shall be deemed to have been reviewed and approved without going through the above except that they shall follow the procedure in (A) (5) (a) above for the purpose of establishing the faculty of the program. Once that faculty is established, such programs shall be governed by majority vote as outlined below.

#### 10. Governance of a Program

The faculty of a program may include additional faculty who apply to be faculty of the program and are approved by majority vote of the current program faculty. Such additional names will be provided to the

dean so that an accurate list of the faculty of the program may be kept. It shall be the responsibility of the director to annually advise the faculty as a whole of their right to apply to be members of the program. Each September, any faculty member on such list who has not taught a course in the program during the preceding twenty-four (24) months and who is not scheduled to teach a course in the program during the upcoming academic year, shall be queried by the program director regarding his/her continuing interest in the program, and may be removed from such list by majority vote of the program's faculty. Such removal shall not be deemed a disciplinary action. (All other removals will be deemed disciplinary actions subject to the grievance procedures in this Agreement.) This faculty will play the same role with respect to the running of a program as the faculty of a department plays in running a department. This includes proposing new courses to the Academic Policy Committee, proposing changes in the program requirements to the Academic Policy Committee, and development of a workload plan. All such action shall be carried out by majority vote at a meeting of the members of the program.

In addition, other members of the University community who do not hold faculty status may be asked to provide advice to the program. Such individuals will not have a vote in the governance of the program including election of a director, election of or removal of faculty of the program, curricula development or workload.

#### 11. Staff Support

The director of a program shall have access to his/her departmental secretary as well as other academic support services in order to carry out the work of the program.

#### B. Graduate Programs

##### 1. Definition

All graduate courses of study, certifications, and/or clusters of these, housed within a single graduate department shall be designated as “graduate programs” (the term “graduate program” within this Agreement shall be recognized as referring to such units). There shall be appointed or reappointed in accordance with the provisions of this Article a faculty member to be a lead person for each such graduate program, to be referred to as the director (or graduate program director). A single individual, whether or not a member of the bargaining unit, may be appointed to direct more than one program. Such directors who are members of the bargaining unit shall receive one (1) course reduction per regular academic semester. Graduate program directors who are members of the bargaining unit and who are required to perform duties during the summer semesters shall receive extra compensation as negotiated and agreed to by the director and the dean of

his/her college or school.

## 2. Appointment of Director

The dean of the college within which the graduate program is housed shall determine if the role of director of a graduate program is to be performed by the chairperson of the department or other administrative member of the faculty or by a full-time bargaining unit member within that graduate program. If the dean determines that the director of a graduate program is to be a member of the bargaining unit, that individual shall be chosen from among the full-time bargaining unit members of the program in accordance with the provisions for the appointment, reappointment and review of a director of an undergraduate program outlined in this Article (A2 and, A3, A4, A5, A6). If the director of a graduate program is a member of the bargaining unit, he/she shall receive one (1) course reduction per regular academic semester. Such graduate program directors who are required to perform duties during the summer semester shall receive extra compensation as negotiated and agreed to by the director and the dean of his/her college.

## 3. Role of the Director

The director of a graduate program is the faculty member with responsibility to provide leadership to carry out the administrative activities connected with that graduate program, including, but not necessarily limited to:

- a. Revision of the Program curriculum to meet standards for professional accreditations, state licensing/certification standards and/or professional licensing/certification standards, professional standards other than licensing or certification or for other reasons. All curricula changes must be approved by the department within which the graduate program resides and the appropriate APC.
- b. Revision of catalog material in accord with curricular changes.
- c. Development of workload, coordinating with other programs and the chairperson when necessary.
- d. Student advising and student recognition/awards.
- e. Program planning activities.
- f. Identification, recruiting, orientation and evaluation of the adjunct faculty in the program.
- g. Chairing all meetings of the faculty attached to the program as appropriate.
- h. Implementation of program policies.
- i. Assurance that the program is represented at open houses and student orientations.

- j. Maintenance of program records in coordination with the appropriate chairperson(s).
- k. Preparation of reports pertaining to his/her program as required by accrediting agencies.
- l. Establishing standards for practicums and internships and conveying them to the various field location sites.
- m. Coordination of program internships.
- n. Coordination with career development regarding placements for his/her program.
- o. Review of program students' academic and professional development, interviewing of students as necessary and making decisions on matriculation/retention.
- p. For all M.A. degrees, review of program applicants for comprehensive exams to assure they meet the qualifications, preparation of the comprehensive exams and organization of the three (3) graders for the comprehensive exams.
- q. Clearing students in the program for graduation.
- r. Handling inquiries from prospective students regarding the program.
- s. Interviewing program applicants and making admittance decisions. (The initial review of paper credentials is to be done by the chairperson of the department.)
- t. Performing such closely-related tasks, miscellaneous tasks or functions as are reasonably required by the circumstances.

If there are other full-time faculty attached to the program, the director will provide leadership in these activities. The other full-time faculty attached to the program will provide help and assistance in accord with past practice in the University's academic departments.

A graduate program director may be a non-bargaining unit faculty member and may coordinate any number or combination of graduate programs as they are defined above.

### **ARTICLE XIII**

#### **ACADEMIC GOVERNANCE**

##### A. Definitions:

“Academic Policy”: Any implementable action passed by an APC is an academic policy.

“Proposal”: A proposal is an APC agenda item that has the potential for implementable action, if passed/enacted by an APC.

“Proposer”: A proposer is the entity that creates a proposal, typically a department or program acting after deliberations that led to an

affirmative vote to proceed to the APC.

Minor proposals are items perceived to have a modest impact, such as a single new course or the appointment of members to a committee. Informed by but not limited to the preceding guideline, the APC chair will determine whether a proposal meets the criteria for “minor.” Minor proposals typically will not require review by the Facilities Monitoring Committee, but may be referred to that committee at the request of the relevant Dean, the Provost, or the AAUP.

Major proposals are items perceived to have a more substantial impact, such as new majors, new minors, new programs, new departments, and the like. Informed by but not limited to the preceding guideline the APC chair will determine whether a proposal meets the criteria for “major.” Major proposals require review by the Facilities Monitoring Committee.

**Resource-Impact Statement (RIS):** The University, acting through the Deans for the College and School Academic Policy Committees and the Provost for the University Academic Policy Committee, in consultation with the proposer, will prepare a resource-impact statement (RIS) for each proposed new academic policy. The RIS will include, but not be limited to, such factors as the fiscal impact on the budget, technology resource costs, library costs, faculty costs and the Facilities Monitoring Committee’s analysis of the impact of the proposal on the allocation and use of classroom and other physical spaces. The RIS will include not only the resource cost, but also the supporting research and assumptions that were used to anticipate and determine that cost. The RIS will be made available in advance of the meeting in which the policy is being considered so that it can be posted online and committee members can give it adequate consideration.

APC procedural clocks are day-counters initiated by certain events that occur during the governance process. They run only during fall and spring semesters and exclude the period of winter break and summer. Because academic decisions have University-wide impact procedural clocks help ensure that all community members are informed of potential changes and the opportunity to participate in the deliberative process.

Terms that relate to policy status:

- **Proposed:** A potential policy under deliberations by an APC but not yet voted on.
- **Passed/Enacted:** A proposal deliberated for an appropriate minimum time, voted on, and that received five affirmative votes (in the case of college, school or library APC) or eleven affirmative votes (in the case of the UAPC)
- **Rejected:** A proposal deliberated for an appropriate minimum time, voted on, but that received fewer than five affirmative votes (in the case

of college, school or library APC) or eleven affirmative votes (in the case of the UAPC).

- Implemented:
  - A passed/enacted policy that has successfully completed a thirty-day review period and whose provisions the University is obligated to follow.
  - A rejected policy the university chooses to enforce because it is necessary to resolve a conflict with a law, governmental licensure requirement, requirement(s) of the University's general accreditation agency, or this Agreement.
- Non-implemented: A passed/enacted policy the University refuses to implement because it meets one of six demonstrable criteria specified in this Article.

#### B. Scope of Academic Governance

As used in this article, the term “policy” refers to all implementable actions of any APC as set forth in Section (C)(1) of this Article, including but not limited to the creation of new courses, programs, departments, etc. The University agrees that new academic policies pertaining to matters at the college/school and library levels, listed in Section C, and at the University level, listed in Section E, will not be adopted unless they have been enacted in accordance with the provisions of this Article. The Academic Policy Committee (“APC”) shall not intrude into areas of professional competence traditionally the responsibility of the department (such as determining the criteria for promotion and/or tenure) and/or individual faculty members (such as classroom presentation techniques). If any administrator above the rank of chairperson designates a task force or committee with responsibilities overlapping those of an Academic Policy Committee or any of its standing committees, and if that administrator proposes to include bargaining unit members, he/she shall notify the appropriate APC, prior to establishing the task force or committee. This notification shall include, for informational purposes, a brief rationale for establishing the task force or committee, the charge, and the criteria that the administrator suggests be used to designate bargaining unit members. The relevant administrator may select the chair, set forth the charge, and otherwise organize the task force or committee as he/she sees fit. The bargaining unit members of the APC shall designate the bargaining unit representatives to the task force or committee. The relevant administrator shall not recruit faculty members to serve on the task force or committee until the appropriate APC has been notified. When the work of the task force or committee is completed, its report shall be forwarded to the relevant APC. Actions with respect to any recommendations shall be subject to this Agreement. Minutes, membership and agendas of such task force shall be posted on the Electronic Governance Portal.

C. Academic Policy Committees

1. College/School Academic Policy Committees

An Academic Policy Committee ("APC") for each college or school will be constituted from the faculty and students of that college or school. Members of the professional athletic staff, if elected, shall be eligible to serve as members of the School of Education APC. Thus, the School of Liberal Arts and Sciences, the College of Business Administration, the School of Education, the College of Continuing Studies, Westminster Choir College and the School of Fine and Performing Arts will each have an APC. The committees from the School of Liberal Arts and Sciences, the College of Business Administration, and the School of Education shall each be composed of four (4) full-time members of the bargaining unit from the respective college or school, two (2) department chairpersons from the respective college or school, the dean of the respective college, and a Student Government Association representative. The Westminster Choir College APC shall be composed of four (4) full-time members of the bargaining unit from Westminster Choir College, two (2) department chairpersons from Westminster Choir College, the Dean of the Westminster College of the Arts, and a student representative chosen by agreement between the Undergraduate and Graduate Student Associations of Westminster Choir College. The School of Fine and Performing Arts APC shall be composed of two (2) full-time members of the bargaining unit from each of the two departments of the School of Fine and Performing Arts, two (2) department chairpersons/assistant or associate deans from the School, the Dean of the Westminster College of the Arts, and a Student Government Association representative. One (1) non-voting liaison each shall be selected from among the bargaining unit members of the WCC APC and the SFPA APC to attend all the meetings of the other APC within the WCA. The APC of the College of Continuing Studies shall be composed of four (4) members of the bargaining unit who regularly teach in the College of Continuing Studies, one (1) department chairperson, one (1) associate or assistant dean of such college, the Dean of the College of Continuing Studies, and a Student Government Association representative. The bargaining unit may elect alternates for the bargaining unit positions. Alternates may attend and participate in all committee meetings and shall be accorded a vote in cases where a regular bargaining unit member is absent. Except as otherwise noted in this article, all regular members of the committees shall have equal rights and responsibilities as to the development of new policies.

The deans of the respective colleges/schools shall designate the department chairpersons and associate or assistant dean who shall

serve on such committees, and may designate alternates to fill in for such persons as well as alternates to fill in for the deans.

The bargaining unit members of the committees and alternates for each committee will be elected by the respective members of the bargaining unit from each college/school except that the bargaining unit members of the APC for the College of Continuing Studies will be elected by procedures designated by the AAUP. The AAUP will develop a slate of nominees for all open positions by April 1 and will conduct such elections by April 15 of each year. Notice of the winners of such elections shall be provided by the AAUP to the Provost and the academic deans.

The Student Government Associations shall select their representatives.

From among the full-time bargaining unit members, each college/school APC shall elect a chairperson, a permanent secretary, who shall also be vice chairperson, and a liaison to the University Academic Policy Committee ("UAPC"). The liaisons from each college APC to the UAPC shall be elected by the bargaining unit members of each college APC. In the event that no one agrees to serve as permanent secretary, the position of secretary shall be rotated in accordance with past practice, and the committee shall elect a vice chairperson, who will not be paid any additional compensation.

The bargaining unit members of each APC shall attend a training program (to be run by the AAUP and the University) to be held on campus, on the rights, responsibilities and procedures for the APCs. The time of this meeting shall be set by the University and the AAUP so as to assure it does not conflict with any other APC meetings.

## 2. Library Academic Policy Committee

The library faculty will elect four (4) librarians, at least one of whom shall be from Talbott Library, to an APC for the Libraries. The Dean of University Libraries and the chairpersons of Moore and Talbott Libraries will be standing members of the LAPC. The librarian members will serve two-year terms. From among the bargaining unit members, the LAPC shall elect a liaison to the UAPC. A representative of the Student Government Association, designated by the Association, will also serve as a member of the LAPC. The bargaining unit may elect alternates for the bargaining unit positions. Alternates may attend and participate in all committee meetings and shall be accorded a vote in cases where a regular bargaining unit member is absent. Except as otherwise noted



in this article, all regular members of the committees shall have equal rights and responsibilities as to the development of new policies. The bargaining unit members of the committee and alternates will be elected by the library faculty members of the bargaining unit. The AAUP will develop a slate of nominees for all open positions by April 1 and will conduct such elections by April 15 of each year. Notice of the winners of such elections shall be provided by the AAUP to the Provost and the academic deans.

### 3. The UAPC

The APC for the University shall consist of nineteen voting (19) persons, as follows: eleven (11) members of the bargaining unit, with two (2) each from the School of Liberal Arts and Sciences, College of Business Administration, School of Education, and one (1) each from Westminster College of the Arts, Westminster Choir College, the School of Fine and Performing Arts, the College of Continuing Studies and the Libraries; the academic deans; the Provost; the Associate Provost; and a representative of the Student Government Association. Seven (7) bargaining unit members of the UAPC are the liaison members of the APCs of the School of Liberal Arts and Sciences, School of Education, College of Business Administration, College of Continuing Studies, Westminster Choir College, School of Fine and Performing Arts, and the Libraries specified above. Four (4) bargaining unit members of the UAPC and alternates will be elected by the respective members of the bargaining unit from the School of Liberal Arts and Sciences, College of Business Administration, School of Education, and Westminster College of the Arts. The bargaining unit may elect alternates for the bargaining unit positions. Alternates may attend and participate in all committee meetings and shall be accorded a vote in cases where a regular bargaining unit member is absent. Except as otherwise noted in this article, all regular members of the committees shall have equal rights and responsibilities as to the development of new policies. The AAUP will develop a slate of nominees by April 1 and conduct such elections by April 15 of each year. Notice of the winners of such election shall be provided by the AAUP to the Provost and the academic deans.

The Student Government Associations shall select a representative who will be non-voting. The deans, Provost, and Associate Provost may designate alternates to fill in for them at committee meetings.

From among the bargaining unit members of the UAPC, the UAPC shall elect a chairperson and a permanent secretary, who shall also be vice chairperson. In the event that no one agrees to serve as permanent secretary, the position of secretary shall be rotated in accordance with past practice, and the UAPC shall elect a vice

chairperson, who will not be paid any additional compensation.

The bargaining unit members of the UAPC and each APC shall attend a training program (to be run by the AAUP and the University) to be held on campus, on the rights, responsibilities and procedures for the UAPC. The time of this meeting shall be set by the University and the AAUP so as to assure it does not conflict with any other APC meetings.

The bargaining unit members of the UAPC shall appoint the bargaining unit members of subordinate committees. Minutes, membership and agendas of such committees shall be posted on the Electronic Governance Portal.

4. Vacancies

Any APC positions designated for bargaining unit members which positions are not filled shall not change the voting requirements set out hereafter.

5. Eligibility for Committee Membership

Eligibility to fill bargaining unit positions on the University or college APCs shall be limited, except for adjunct member(s) of the College of Continuing Studies APC, to persons who have completed at least two (2) years of full-time academic service to the University. Bargaining unit members who serve as regular members of one (1) APC may not simultaneously serve as regular members of another APC, except that one (1) member of each college APC and the LAPC shall serve on the UAPC.

6. Term of Office; Vacancies

Bargaining unit members who serve as regular or alternate members of the University, college, school, or Library APC shall serve for two-year terms, beginning and ending on September 1. In the event of a bargaining unit vacancy on such a committee resulting from resignation, death, or other unavailability of a bargaining unit committee member, the vacancy shall be filled by a special election among the affected bargaining unit members with such election to be conducted by the AAUP.

D. Scope and Jurisdiction of College/School and Library APCs

1. Scope of Jurisdiction of College/School APCs

The following matters shall be the primary responsibility of college and school APCs: oversight of requirements for degrees, majors, minors, and programs within the college or school, procedures for academic advising, procedures regarding academic standing, and

approval of course proposals and the creation of new departments and programs. The college or school APC shall have the primary responsibility for the initial formulation and development of new academic policy for the college or school.

The college and school APCs shall have jurisdiction over the following matters:

- a. student advising;
- b. departmental and program curriculum
- c. establishment of new departments and programs, consistent with the mission statement of the school or college;
- d. course review and approval;
- e. grading standards;
- f. academic standing;
- g. degree requirements;
- h. requirements for majors, minors, tracks, and certifications;
- i. honors standards;
- j. subordinate committee creation, deletion, and oversight;
- k. methods of instruction;
- l. academic aspects of orientation for new students;
- m. decisions to pursue and maintain accreditation;
- n. high school course requirements for applicants for admission to Rider University in departments and programs of such college.

Notwithstanding the foregoing, upon agreement of the dean and five (5) other members of a college APC, other than the Student Government Association representative, such committee may extend the scope of its jurisdiction to other academic matters not set forth on the foregoing list.

Programs with faculty drawn from more than one college or school shall be reviewed and be under the jurisdiction of the APC of the college or school from which the majority of the faculty of the program are drawn.

Matters not within the scope of the jurisdiction of the committee, as aforesaid, nor added thereto by the required number of votes, may be considered and discussed by the committee, but will not be subject to the procedures set out hereafter, nor may the committee adopt binding policies with respect thereto.

## 2. Scope of Jurisdiction of the LAPC

The LAPC is the sole academic policy body and the primary consultative and advisory body with respect to policy matters affecting the Libraries. The LAPC shall also have the responsibility to formulate proposed library policies with potential impact on one or more of the colleges and to convey such proposed policies to the appropriate college or school APC or the UAPC, according to the policy distribution and response procedures described below. No newly adopted policy affecting the Libraries will be implemented until the LAPC has been afforded a reasonable opportunity to fulfill its consultative and advisory responsibility hereunder.

In addition to the foregoing, the LAPC shall have the primary responsibility for the formulation and development of the Libraries' academic policy with respect to the following matters:

- a. development of directions for new library services;
- b. policies that affect the accessibility of collections;
- c. library support of academic programs;
- d. development of general directions for new technologies;
- e. policies involving cooperation with other libraries;
- f. subordinate committee creation, deletion, and oversight.

### 3. APC Committee Procedure

The chairperson of each committee shall preside at committee meetings in such a manner as to facilitate the orderly and deliberative consideration of the committee's business and in accordance with procedures established for the committee by a majority of the committee members. Any dispute over committee procedures or the conduct of the committee's business shall be resolved by a majority of the committee members. During the academic year, committees shall normally meet at least twice a month. Each committee other than the College of Continuing Studies APC shall call a faculty meeting at least once a year, to keep the members of the college informed of the issues being considered by the APC. APCs will normally meet during the Thursday open period, 11:30 to 1:10 with the SFPA APC and the WCC APC agreeing to meet on alternate Thursdays, so that the Dean of the Westminster College of the Arts and the liaisons from the SFPA APC and the WCC APC may attend all the meetings of the SFPA and WCC APCs.

Out of respect for colleagues and to ensure a sound, deliberative process, significant matters requiring APC approval should be presented in concept or outline form for an initial discussion not less than two months prior to being placed on the agenda for a decision. Such proposals shall be shared with all potentially affected departments and programs for comments. Departments and programs shall be given an opportunity to at least comment and all such comments shall be shared with all of the

members of the APC, prior to any action being taken on the proposal. In the case of the UAPC, when an issue of broad interest is proposed and determined by the UAPC to be of import to the University as a whole, a part of the deliberative process prior to a decision being taken should include the convening of an all-faculty forum. Further, an ad hoc all-faculty forum will be convened upon the written request to the chairperson of the UAPC from not less than twenty (20) percent of the full-time faculty of the University.

Upon the request of any committee member, committee voting shall be by secret ballot. Minutes shall be limited to a list of the topics discussed, the actions taken, if any, in regard to such topics, a brief recital of the substance of such discussions and debate relating to such topics, and the proposed agenda for the next meeting.

Agendas and minutes of each college APC and the UAPC will be distributed by the Chairperson of the committee by posting to the Electronic Governance Portal and by email to all faculty.

Meetings that require the attendance of bargaining unit members will not be held at times that conflict with those of the UAPC or AAUP chapter meetings, nor shall departmental meetings be held at times that conflict with that department's college or school APC meetings, when a member of that department is serving on the APC.

#### Resource Impact Statements

The University and the AAUP recognize that all resources (financial, technology, physical space, etc.) are finite and that the allocation of resources to competing demands is an essential element of the governance of the University. The parties further recognize that academic policy decisions vested in the University Academic Policy Committee and the College and School Academic Policy Committees often have direct and significant resource consequences. It is therefore essential that Academic Policy Committees have access to all reasonably available information about the impact on resources for all proposed academic policies [as defined in Article XIII (A) of the Agreement "the term 'policy' refers to all implementable actions of any APC as set forth in Section (C)(1) of this Article, including but not limited to the creation of new courses, programs, departments, etc.] and that when considering a new academic policy Academic Policy Committees consider the cost/benefit of the resource investment entailed by the proposed policy.

To further the goal of providing the Academic Policy Committees with the information that they need to perform their tasks effectively, the parties agree that it shall be the joint

responsibility of the proposer(s) and the Provost's and relevant Dean's office staffs to provide the relevant APC with as clear an indication as possible of the known and foreseeable, likely and/or possible resource impact. Such impact statement will provide as complete an analysis of the resource consequences of the new policy as can be ascertained at that time. The University, acting through the Deans for the College and School Academic Policy Committees and the Provost for the University Academic Policy Committee, in consultation with the proposer(s), will prepare a resource-impact statement (RIS) for each proposed new academic policy. Such impact statement will include, but not be limited to, such factors as the fiscal impact on the budget, technology resource costs, library costs, faculty costs and the Facilities Monitoring Committee's analysis of the impact of the proposal on the allocation and use of classroom and other physical spaces. The RIS will include not only the resource cost, but also the supporting research and assumptions that were used to anticipate and determine that cost. The impact statement will be made available in advance of the meeting in which the policy is being considered so that it can be posted online and committee members can give it adequate consideration. The Dean or Provost shall have a minimum of two weeks for Minor Proposals and 60 days for Major Proposals from the time the proposal is first put forward by the proposing department or individual to work in collaboration to create the impact statement. Prior to submission to the APC, the Dean or Provost may request additional time in which to work in consultation with the proposer(s) on the RIS, when the complexity of the proposal or the RIS requires additional time.

“Minor Proposals” include the proposal of a single new course and similarly modest proposals. Minor Proposals typically will not require review by the Facilities Monitoring Committee, but may be referred to that committee at the request of the relevant Dean, the Provost, or the AAUP.

“Major Proposals” include new majors, new minors, new Programs, new Departments and the like.

Prior to approving the proposed new academic policy the APC will carefully consider the impact of the proposed policy on available resources and determine if, in its view, the benefit of the proposed policy justifies the resource costs of implementing the policy. The committee shall be free to request access to any further information or analysis that it feels it needs in order to make this judgment.

#### 4. Policy Implementation Procedures

Before the academic policy developed by a college APC or the

LAPC may be implemented, the following procedure shall be followed:

a. Distribution of Proposed Policies

Copies of proposed policies shall be prepared by the chairperson and made available by the dean or his/her designee electronically as follows:

- (i) To all University faculty by inclusion on the UAPC's electronic portal;
- (ii) To other college and school APCs, the LAPC, the UAPC, and the Provost via e-mail;
- (iii) The dean's own college or school faculty via e-mail.

b. Responses From Other APCs and Resolution of Disagreements

The other college APCs and the LAPC shall have a period of thirty (30) days from receipt of the proposed policy to advise the enacting committee that there will be a substantial adverse impact created by the proposed policy. Such written statement shall describe why the responding committee believes such adverse impact will occur. The responding APC(s) shall meet with the enacting committee in an effort to adjust and resolve any such impact.

c. Application to the UAPC to Serve as Mediator in Disputes Between College APCs

If not resolved as a result of the discussions at such a meeting, a college or school APC may request that the UAPC consider the matter and serve as a mediator in attempting to adjust and resolve any such impact. The UAPC shall act only upon the written request from a college APC or the LAPC, which request shall be accompanied by written documentation of the substantial adverse impact of the proposed policy.

d. Procedures for Mediation

The UAPC shall then meet with each of the affected APCs or with the LAPC, if affected, and attempt to mediate the dispute. If the UAPC is unable to resolve the dispute to the satisfaction of the affected APC(s), it shall submit a written summary of the matter and a recommendation to the Provost, who shall make a final determination to resolve the

dispute. If he/she does not follow the recommendation of the UAPC, he/she shall furnish to it written reasons for his/her determination.

E. Committee Enactment of Policies

1. College/Schools APCs and the LAPC

College/schools APCs and the LAPC may enact academic policy with respect to matters within the scope of their jurisdiction, as set out above, by an affirmative vote of at least five (5) members of the Committee. Enactment of policy by college and school APCs and the LAPC are subject to the requirements for the closing of debate and the limitations on the implementation by the University of any such enacted policy, as set out hereafter.

A proposed academic policy may be brought to a vote concerning its enactment only in one of the following ways:

a. A vote of at least four (4) members of the committee including the dean, in favor of curtailing discussion and debate and voting on the proposed policy.

b. A vote of at least four (4) members of the committee not including the dean, in favor of curtailing discussion and debate and voting on the proposed policy, in which case such a vote concerning the enactment of the proposed policy may only occur if (i) committee meetings in three (3) separate months have included discussions of the proposed policy and (ii) an arbitrator, in accordance with the following procedure, has directed that discussion on such policy be concluded and a vote concerning enactment of the policy take place. The arbitrator shall be an individual from the panel of arbitrators contained in Article XXII (Grievance and Arbitration Procedure) of this Agreement, and shall be selected from such panel by the committee members voting in favor of curtailing discussion and debate. In such case the otherwise secret ballot shall be opened up. The otherwise secret ballot shall be an open vote if at least four (4) committee members not including the dean, have voted in favor of curtailing discussion and debate. In such case, the committee members favoring curtailment of discussion and debate and those members of the committee opposing such curtailment shall prepare and exchange statements in support of their respective positions within ten (10) days of the meeting at which at least four (4) committee members (not including the dean) have voted to curtail discussion. Within seventeen (17) days of such meeting, the respective groups of committee members shall transmit to the designated arbitrator their statements in support



of their respective positions, revised and supplemented as they deem appropriate, and shall also forward copies thereof to the other members of the committee. No hearing or testimony before the arbitrator shall be required, and the arbitrator's authority shall be strictly limited to either directing that discussion and debate be curtailed and a vote be taken on the enactment of the proposed policy, or that discussion and debate be continued. The arbitrator shall not be authorized to place a time limit or any other limit on further discussion and debate, if he/she directs that discussion and debate be continued.

2. Distribution of Approved Policies

Copies of approved policies shall be prepared by the chairperson and distributed electronically by the dean or his/her designee to all faculty members within that college or school by placement on the APC's electronic portal, and by e-mail to the other APCs, the UAPC, the Provost, and the Registrar, prior to implementation date of the policy.

F. Scope and Jurisdiction of the UAPC

The University Academic Policy Committee shall have the primary responsibility for the formulation and development of the University's academic policy with respect to the following matters:

1. student advising;
2. core curriculum or other curriculum not specific to a particular college;
3. course review and approval;
4. grading standards;
5. academic standing;
6. degree requirements;
7. major and minor program requirements;
8. honors standards;
9. subordinate committee creation, deletion, and oversight;
10. methods of instruction;
11. academic aspects of orientation for new students;
12. academic aspects of the University calendar pertaining to length of class sessions, length of the semester, final examination periods, and reading days;
13. library support of academic programs;
14. high school course requirements for applicants for admission to Rider University;
15. admissions policies and programs. \*

\*subject to the restriction in Section F(2)(b).

The Dean of University Libraries will meet with the UAPC and

review the acquisition budgets of both Moore and Talbott Libraries each year prior to the adoption of those budgets. The UAPC may make recommendations for changes in those budgets, and while the University shall not be bound by those recommendations, it shall give them serious consideration.

Notwithstanding the foregoing, upon an affirmative vote of the Provost and twelve (12) members of the committee, other than the Student Government Association representative, such committee may extend the scope of its jurisdiction to other academic matters not set forth on the foregoing list.

Matters not within the scope of the jurisdiction of the committee, as aforesaid, nor added thereto by the required number of votes, may be considered and discussed by the committee, but will not be subject to the procedures set out hereafter, nor may the committee adopt binding policies with respect thereto.

G. UAPC Committee Procedure

1. UAPC Meetings

The chairperson of the committee shall preside at committee meetings in such a manner as to facilitate the orderly and deliberative consideration of the committee's business and in accordance with procedures established for the committee by a majority of the committee members. Any dispute over committee procedures or the conduct of the committee's business shall be resolved by a majority of the committee members. During the academic year, committees shall normally meet at least twice a month. The committee shall call a faculty meeting at least once a year to keep the faculty of the University informed of the issues being considered by the UAPC. In order to avoid conflicts in scheduling between the AAUP and the UAPC, the Chair of the UAPC and the President of the AAUP shall meet on an annual basis to coordinate the scheduling of UAPC and AAUP Executive Council and Chapter meetings. It is understood that meetings of the UAPC, AAUP Executive Council, and the AAUP Chapter will normally occur during the Tuesday open period, 11:30 to 1:10. Other APCs will normally meet during the Thursday open period, 11:30 to 1:10.

Out of respect for colleagues and to ensure a sound, deliberative process, significant matters requiring UAPC approval should be presented in concept or outline form for an initial discussion not less than two months prior to being placed on the agenda for a decision.

Upon the request of any committee member, committee voting shall be by secret ballot. Minutes shall be limited to a list of the topics discussed, the actions taken, if any, in regard to such topics, a brief recital of the substance of such discussions and debate relating to such topics, and the proposed agenda for the next meeting.

Agendas and minutes of each UAPC meeting will be distributed by the chairperson by posting to the Electronic\_Governance Portal and by email to all faculty.

## 2. UAPC Enactment of Policies

The UAPC may enact academic policy with respect to matters within the scope of its jurisdiction, as set out above, by an affirmative vote of eleven (11) members of the committee, subject to the requirements for closing the debate and the limitations on the implementation by the University of any such enacted policy, as set out hereafter.

A proposed academic policy may be brought to a vote concerning its enactment only in one of the following ways:

- a. A vote of at least twelve (12) members of the committee in favor of curtailing discussion and debate and voting on the proposed policy.
- b. A vote of eleven (11) members of the committee in favor of curtailing discussion and debate and voting on the proposed policy, in which case such a vote concerning the enactment of the proposed policy may occur only if (i) committee meetings in three (3) separate months have included discussions of the proposed policy and (ii) an arbitrator, in accordance with the following procedure, has directed that discussion on such policy be concluded and a vote concerning enactment of the policy take place. The arbitrator shall be an individual from the panel of arbitrators contained in Article XXII (Grievance and Arbitration Procedure) of this Agreement and shall be selected from such panel by the eleven (11) committee members voting in favor of curtailing discussion and debate (the otherwise secret ballot shall be an open vote if eleven (11) committee members, but only eleven (11), have voted in favor of curtailing of discussion and debate). In such a case, the eleven (11) committee members favoring curtailment of discussion and debate and those members of the committee opposing such curtailment shall prepare and exchange statements in support of their respective positions within ten

(10) days of the meeting at which eleven (11) committee members voted to curtail discussion. Within seventeen (17) days of such meeting, the respective groups of committee members shall transmit to the designated arbitrator their statements in support of their respective positions, revised and supplemented as they deem appropriate, and shall also forward copies thereof to the other members of the committee. No hearing or testimony before the arbitrator shall be required, and the arbitrator's authority shall be strictly limited to directing either that discussion and debate be curtailed and a vote be taken on the enactment of the proposed policy or that discussion and debate be continued. The arbitrator shall not be authorized to place a time limit or any other limit on further discussion and debate if he/she directs that discussion and debate be continued.

Notwithstanding the foregoing, the committee may enact an academic policy with respect to admissions policies and programs (item 15 on the above list of jurisdictional subjects) only by a vote of twelve (12) or more members of the committee, excluding the Student Government Association representative. Each Fall the Vice President for Enrollment Management, or his/her designee, shall appear before the committee to address it with respect to recently enrolled students and current admissions strategies.

### 3. Distribution of Approved Policies

Copies of approved policies shall be prepared by the Chairperson and distributed electronically by the Provost or his/her designee to all faculty members by placement on the UAPC's electronic portal, and by e-mail to the other APCs and the Registrar, prior to the implementation date of the policy.

#### H. Information

In order that committee discussions be well-informed, each committee member shall supply to the committee that non-confidential information that is reasonably available to him/her and that bears on matters of academic policy under discussion.

#### I. Eligibility for Committee Membership

Eligibility to fill bargaining unit positions on the University or college APCs shall be limited, except for adjunct member(s) of the College of Continuing Studies APC, to full-time members of the bargaining unit who have completed at least two (2) years of full-time academic service at

the University. Bargaining unit members who serve as regular members of one (1) APC may not simultaneously serve as regular members of another APC, except that one (1) member of each college APC and the LAPC shall serve on the UAPC.

J. Implementation of Enacted Academic Policies by the University

1. Implementation of Policy

Within thirty (30) days of the receipt by the Provost of an academic policy passed by a University, college, school, or Library APC, the University agrees either to implement the enacted policy or to give notice to the members of the committee that enacted the policy and to the AAUP of its intention either to implement or not implement the enacted policy.

2. Reasons for Refusing to Implement Policy

The University shall implement policies duly enacted under this Article, except for the following reasons:

- a. a demonstrable impact on University finances or resources that is substantial in terms of any area(s) of the University's operations;
- b. demonstrable impracticability resulting from the policy's impact on University administrative procedures;
- c. demonstrable incompatibility with other separate, but related, existing University policies not included in the policy under review;
- d. demonstrable conflict with laws, governmental regulations, or licensure requirements;
- e. inconsistencies with provisions of this Agreement;
- f. the enacted policy affects terms and conditions of employment.

Additionally, the University may implement a rejected policy if the implementation of such policy is necessary to resolve a conflict with a law, governmental licensure requirement, requirement(s) of the University's general accreditation agency, or this Agreement.

3. Notification

In the event of an election by the University not to implement an academic policy duly enacted under this Article, or to implement a rejected policy, the University shall provide the appropriate

committee and the AAUP within sixty (60) days of the enactment of the policy written reasons explaining such election.

4. Arbitration Under This Article

In the event that the AAUP grieves the University's election not to implement a duly enacted academic policy, or to implement a rejected policy, and the matter is referred to arbitration, upon proof by the AAUP that the University knowingly withheld from the committee reasonably available and pertinent information during the course of committee discussion of the policy, the arbitrator may disregard any reason for implementation or non-implementation based on such information. The arbitrator shall have the authority to direct implementation or non-implementation, unless such directive would require the University to violate a law.

5. Modification of Policies

During a thirty-day period after the University either commences implementation of a newly enacted academic policy or gives notice of its intention to implement the enacted policy, as referred to in Subsection 1 of this Section, the University may give notice to the members of the committee that enacted the policy and to the AAUP that, because of another conflicting policy brought to its attention after previously implementing or giving notice of its intention to implement the new policy, the University declines to implement the newly enacted policy. In such event, the newly enacted policy may be reconsidered by the committee that enacted it so as to attempt to modify and adjust the policy (and the conflicting policy, if it is within the scope of the jurisdiction of the committee) to avoid conflict between the policies.

K. Open Meetings

All meetings of the APCs shall be open to members of the University community.

**ARTICLE XIV**

**PERSONNEL FILES**

A. Location of Files

Personnel files for all full-time and priority adjunct members of the bargaining unit shall be kept in the Provost's Office. All other adjunct faculty files shall be kept in the appropriate dean's office.

Records involving sexual harassment shall be maintained as provided in the University's Anti-Harassment and Non-Discrimination

Policy, as revised September 2014. This policy and the policy on scientific misconduct shall be circulated to bargaining unit members annually.

B. Contents

The contents of these files will be restricted to correspondence or documents received from the member of the bargaining unit or to correspondence or documents of which the bargaining unit member has received a copy, and shall include recommendations to the Board of Trustees from all Promotion and Tenure Committees that have considered the bargaining unit members for promotion and/or tenure. Bargaining unit members may reply, in writing, to any correspondence or documents placed in their files and such response shall be retained in their files as long as the correspondence or documents to which the response relates are similarly retained in the files.

C. Availability to Bargaining Unit Members

Each bargaining unit member may inspect his/her personnel file at the Provost's Office (or, if an adjunct, the appropriate dean's office) by appointment on reasonable notice. The bargaining unit member may not remove any materials from these files but may obtain copies of any part or all of the material contained in his/her personnel file upon payment of the cost of reproduction thereof.

D. Access to Contents

Each personnel file shall be available only to the named bargaining unit member to whom it relates, the appropriate members of the administration for relevant and pertinent information in applicable situations, or Trustees of the University in appropriate or applicable circumstances, and members of the Promotion and Tenure Committee for the purpose of reviewing previous Promotion and Tenure Committee recommendations for this bargaining unit member.

E. Pre-Appointment Files

Pre-appointment files containing information about bargaining unit members shall be maintained on a confidential basis and shall not be accessible to the bargaining unit member involved or to any committee or individuals for the purposes of reappointment, evaluation, promotion, tenure, or discipline, suspension, or discharge.

F. Other Files or Records

Other files or records pertaining to bargaining unit members shall be available, in accordance with the terms of Section C, to the bargaining

unit member to whom they relate and the appropriate members of the administration for relevant and pertinent information in applicable situations, other than for the specifically excluded uses referred to in the preceding paragraph. The contents of these files will be restricted to correspondence or documents received from the member of the bargaining unit or to correspondence or documents a copy of which the bargaining unit member has received. Regardless of the time at which the material was placed in the bargaining unit member's file, the University will provide a copy of such material to the bargaining unit member if he/she so requests. A bargaining unit member may place a response, in writing, to any correspondence or documents placed in his/her file(s) in accordance with the terms of Section B of this Article. A bargaining unit member shall be entitled to have deleted any item or items placed in his/her file(s) in accordance with the terms of Section G of this Article.

G. Deletion of Items

In the event a member of the bargaining unit requests, in writing, that any item or items be deleted from such bargaining unit member's personnel file, and if the University agrees to such deletions, such item or items shall thereafter be deleted. Documents relating to unadjudicated matters which a tenured bargaining unit member requests, in writing, be removed from his/her personnel file shall be removed at the expiration of a two-year period from the date of such request, unless the University agrees to such removal at an earlier time. Matters that had reached final adjudication may not be removed without mutual consent. However, notwithstanding the foregoing, in no event shall the following documents be subject to such removal:

1. appointment letters and non-reappointment letters;
2. staff information forms;
3. any report(s) from Promotion and Tenure Committees concerning such individual.

H. Allegations of Professional Misconduct

In the event the University receives an allegation of professional misconduct or any other allegation that may lead to an adverse employment action against a bargaining unit member, the following shall apply:

1. Confidential File

a. Where the allegation concerns professional misconduct that could result in liability for the University, or in any other circumstance in which the University believes that it needs to preserve documents in order to defend against a legal claim, the Provost shall determine whether the document or documents concerning the allegation shall be placed in a confidential file in the office of the University's General Counsel. If the



Provost decides to place the document(s) in the confidential file, he/she shall so advise the bargaining unit member, and shall provide the bargaining unit member with copies of the document(s). The Provost shall also notify the AAUP and provide the reason or basis for placing the document in the confidential file. The bargaining unit member may elect to schedule a meeting with the Provost (at which time he/she may have union representation) to discuss the matter, submit a written response for inclusion in the confidential file, or both. The document (and any response) may be retained in the confidential file for at least four years. In the event that a bargaining unit member requests in writing that it be removed from the file after the four years, it will be removed unless the University is legally obligated to retain it, in which event the University will so advise the bargaining unit member and the AAUP. However, documents relating to adjudicated matters may be permanently retained unless the Parties agree otherwise. Only the General Counsel, Provost, Affirmative Action Officer, and outside counsel will normally have access to documents in the confidential file.

b. In the event that a Promotion and Tenure Committee requests the personnel file of a bargaining unit member for whom there is a confidential file, the Provost shall determine whether any of the documents in the confidential file have relevance to the applicable promotion and tenure criteria. Where the Provost does so determine, he/she shall add a copy of those documents (and any response) to the contents of the personnel file that is made available to the Committee. However, after the expiration of a two-year period following the request by a tenured faculty member that any document in the member's Confidential File not be made available to the Promotion and Tenure Committee, a document relating to a non-adjudicated matter in the member's Confidential File shall not be made available to the Committee.

c. Documents contained in a member's Confidential File may be used against a bargaining unit member in a future case of discipline; except that no document in the Confidential File relating to a non-adjudicated matter may be used for that purpose more than two years following a request by a faculty member that the document not be used for that purpose.

## 2. Personnel File

In all other cases, the Provost will evaluate such allegation and make a preliminary determination as to whether statements of such allegation shall be placed in the bargaining unit member's personnel file. If he/she determines that such statements shall be placed in the personnel file, he/she shall so advise the bargaining unit member and shall provide the bargaining unit member with copies of the statements, who may either elect to schedule a meeting with the Provost to discuss the matter or to submit a written response to the allegation for inclusion in his/her file. If such a

meeting is held and, thereafter, the statements of such allegation are placed in the file, the bargaining unit member may then submit a written response to the allegation for inclusion in his/her file. If the Provost chooses not to place the allegation in the bargaining unit member's personnel file, that allegation and the facts that led to the allegation shall not be used against the bargaining unit member in any future case of discipline. Allegations that reference events that occurred more than one year prior to the date of receipt of the allegations shall not be placed in a bargaining unit member's personnel file.

Material that is in the control of any higher administrative employee that is not placed in a bargaining unit member's official personnel file when it is initially received may not be used in a future disciplinary hearing. "Higher administrative employee" is defined as the list of exempt administrators in Article I.D, plus the Director of Public Safety, the Director of Student Housing, and the Director of Community Standards.

3. Subsection (2) above would apply to any allegation that a bargaining unit member is a poor teacher (or coach or trainer) unless a legal claim has been asserted.

## **ARTICLE XV**

### **LAY-OFF**

#### **A. Reasons for Lay-Off**

The University may lay off members of the bargaining unit because of either financial exigency or the demonstrated financial need to eliminate or curtail programs or courses of instruction to protect the well-being of the University.

##### **1. Bonus for Voluntary Separation**

Prior to any notice of lay-off, the University may offer a bonus of one (1) or more year's pay, in addition to any other benefits available under Article XXXIV for those eligible thereunder, to any full-time bargaining unit members in departments which may be subject to lay-off who agree to voluntary separation from the University. The University will determine the number of such bonus offers it will make and will approve such proposed bonus recipients in the order of seniority within each department of those accepting the University's offer. If extending such a bonus or bonuses, the University will make such offer as early as possible but no later than twenty-one (21) days before October 31. Such bonus offers will be open for acceptance for a 21-day period.

##### **2. Notice of Lay-Off**

In the event the University determines that a lay-off is still

necessary, the University shall be required to notify the affected bargaining unit member(s) by October 31. By October 31, the University shall also be required to provide the AAUP the material set forth in Sections a, b, and c:

a. written notice of lay-off, together with documenting evidence supporting the conclusion that one or both of the above reasons for lay-off exists;

b. a proposed lay-off plan identifying the number of lay-offs needed, the departments (or disciplines in multi-disciplined departments) or professional staffs to be eliminated or curtailed, and the bargaining unit positions proposed for lay-off in accordance with the order of lay-off provided for in this Article;

c. evidence demonstrating that there has been, or will be, contemporaneously with the lay-off of bargaining unit members, other reasonable and prudent savings effected by the University through means other than by the lay-off of members of the bargaining unit.

B. Conference with the AAUP

Within a 21-day period following the University's notice to the AAUP, representatives of the University and the AAUP shall meet to discuss and confer concerning the University's proposed lay-off plan.

C. Arbitration Concerning Lay-Off

The AAUP may refer the matter to arbitration, but notice to arbitrate must be given within two (2) days of the expiration of the aforesaid 21-day period following the University's notice to the AAUP. The grievance procedure steps prior to arbitration, as set forth in Article XXII, shall be omitted, and the matter shall, if the AAUP proceeds to arbitration, immediately be referred to an arbitrator selected by the AAUP from the panel listed in Article XXII.

In the event of such an arbitration, the University and the AAUP shall each submit to the designated arbitrator their respective proposals and the arbitrator shall be absolutely required to adopt and accept either the proposal of the University or that of the AAUP as to the appropriate number of lay-offs, if any, the departments, disciplines or professional staffs to be eliminated or curtailed, and the bargaining unit members to be laid off, if any. The parties' final proposals shall be the subject of a hearing before the arbitrator. At the same hearing, the AAUP may also raise issues with respect to whether the procedure under this Article has been followed by the University and whether the University's proposed lay-offs conform

to the required order of lay-offs as set forth in this Article. The arbitrator shall not have any authority to pass on any other issues relating to the proposed lay-off.

D. Order of Lay-Off

Lay-offs of bargaining unit members within an affected department (or discipline in a multi-disciplined department) under this Article shall take place in the following order:

1. part-time members of the bargaining unit without seniority shall not be rehired;
2. full-time members of the bargaining unit holding an acting or visiting appointment;
3. part-time members of the bargaining unit holding preferred status;
4. part-time members of the bargaining unit holding priority status;
5. full-time, tenure-track members of the bargaining unit based on the inverse order of seniority;
6. full-time tenured members of the bargaining unit based on the inverse order of seniority.

During this Agreement, the departments which are multi-disciplined, and their separate disciplines are as follows:

<u>Department</u>	<u>Disciplines</u>
Fine Arts	Art; Arts Administration; Art History; Music
Theatre and Dance	Theatre; Music Theatre; Dance
Foreign Languages and Literatures	Chinese; French; German; Italian; Russian; Spanish
Communication and Journalism	Journalism; Speech
Chemistry, Biochemistry and Physics	Biochemistry; Chemistry; Physics
Piano and Voice	Piano; Voice
Conducting, Organ, and Sacred Music	Conducting; Organ; Sacred Music
Information Systems and Supply Chain Management	Computer Information Systems; Management Science
Finance and Economics	Finance; Economics
Marketing, Advertising, and Legal Studies	Marketing; Legal Studies
Management	Management; Entrepreneurial Studies and Strategy

E. Seniority

Seniority, for purposes of this Article, shall be computed on a bargaining unit member's date of last appointment letter indicating appointment to full-time bargaining unit status. In computing seniority, authorized leaves of absence, either full or part-time, from the University for personal or professional reasons, shall be counted as years of service. Members of the bargaining unit who have engaged in other service at the University shall have such period of other service at the University treated as follows:

1. Department Chairpersons

Department chairpersons, during the period they serve in such capacity, shall continue to accrue seniority as if they were members of the bargaining unit.

2. Other Administrators

Persons other than department chairpersons who hold faculty rank and/or tenure employed in administrative positions shall accrue no seniority for any period of such service at the University from September 1, 1982.

3. Procedures for Breaking Ties

In the event that two or more members of the bargaining unit have equal seniority under this Article and one or more of such persons are subject to lay-off, such tie shall be resolved in favor of the individual who has any part-time or full-time teaching experience at the University prior to such person's most recent date of appointment to full-time teaching. In cases where either both or neither of the individuals has such previous experience, then such tie in seniority shall be resolved by a random selection method, such as drawing the names from a hat with the first such name being deemed the least senior, etc. Representatives of the AAUP shall be present at any such random drawing.

F. Conditions Regarding Bargaining Unit Work

Bargaining unit faculty members in an affected department or discipline shall not be laid off while bargaining unit work is being performed by any non-bargaining unit members, other than a department chairperson teaching as referred to in Article XI, Section A, in such department or discipline. Bargaining unit members of a professional staff in an affected area of the University shall not be laid off while their unique professional duties are being performed in such affected area by non-bargaining unit members.

G. Written Notice of Lay-Off

For purposes of this Article, written notice of lay-off for bargaining

unit members with two or more years at the University shall be given by October 31 to take effect the following August 31. The standards of notification referred to in Article X, Sections E(1), E(2), and E(3) shall apply to all other bargaining unit members who are laid off.

H. Alternate Service

Before proposing a lay-off plan under this Article, the University shall consider alternate service for tenured bargaining unit members otherwise subject to lay-off, which alternate service may include professional part-time non-teaching responsibilities, or professional full-time non-teaching responsibilities. In addition to the foregoing, tenured bargaining unit members being laid off shall, on written request to the Provost, be given the opportunity to transfer to another department or discipline, provided that they are academically qualified to teach in such other department or discipline and provided that as a result of the transfer, no other bargaining unit member with greater seniority shall be laid off. A final decision as to whether a particular bargaining unit member is academically qualified to teach in a particular department or discipline shall be made by the dean of the college in which such department is located after consultation with the members of the department or discipline to which such bargaining unit members seek assignment.

I. Data Concerning Lay-Off

The University will make available to the AAUP any reasonably available data relevant to the proposed lay-off at the time that it gives notice to the AAUP of its election to lay off bargaining unit members. Data relevant to the proposed lay-off that become available thereafter will also promptly be made available to the AAUP. No data relevant to the proposed lay-off will be submitted by the University or the AAUP to an arbitrator to whom the subject of the proposed lay-off has been submitted, unless such data have previously been made available to the AAUP and the University.

J. Recall From Lay-Off

Recall from lay-off in an affected department or discipline shall be in reverse order of the layoffs as in D above.

In order to be entitled to recall from lay-off, bargaining unit members laid off under this Article shall be required to make an annual written request to the University for reinstatement or recall, which written request shall also set forth the bargaining unit member's address to which notification of reinstatement or recall may be sent. A copy of such annual request shall also be forwarded by the bargaining unit member to the AAUP. Bargaining unit members laid off under this Article shall have

recall rights hereunder for a period of three (3) years from the date of lay-off. The University shall give reasonable notice of any such offer of reinstatement or recall to the bargaining unit member at the address in his/her last request, or, if prior to the receipt of any such request, to the address contained in the University's records for such bargaining unit member.

A bargaining unit member who is recalled after lay-off shall be reinstated to his/her former tenure status, his/her former rank and title, his/her years of seniority accumulated prior to lay-off, and salary at least equivalent to that salary he/she was receiving immediately prior to lay-off plus all additional base salary increments which he/she would have received had his/her years of service at the University not been interrupted by lay-off. A bargaining unit member rehired subsequent to the expiration of his/her recall rights will be rehired at the rank and with the seniority in effect at the date of lay-off and with the same tenure status. Such person's salary will be no less than the salary he/she was receiving at the time of his/her lay-off.

A tenured bargaining unit member who is laid off under the provisions of this Article shall be permitted to enroll in a graduate program at Rider University, free of any applicable tuition charge, 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.

Subject to the provisions of Article XXXIV, the University shall continue to provide tuition remission assistance benefits at Rider University to certain members of the household, as defined in Article XXXIV, Section B(3), 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 this Article.

K. Seniority List

By September 1 of each academic year, the University shall supply to the AAUP a current seniority list of full-time bargaining unit members.

L. Exclusions

Reductions in the size of the bargaining unit resulting from attrition, such as retirement, resignation, leaves of absence, or other forms of non-

renewal of bargaining unit members shall be excluded from the provisions of this Article.

M. Return from Transfer

A bargaining unit member who has transferred from one department to another according to the provisions of Article XXXVII shall, for a period of five (5) years, accrue seniority in the department to which the bargaining unit member has transferred and the department from which he/she has transferred. Such accrual of seniority in the department from which the bargaining unit member has transferred shall be added to the years of seniority he/she has already accrued in said department. If the University invokes a lay-off during the aforesaid five-year period in either the previous or new department, the transferred bargaining unit member shall return to his/her previous department. If, after a period of five (5) years, the bargaining unit member has not returned to the previous department, he/she shall continue to accrue additional seniority only in his/her new department. The accrued seniority in the previous department shall remain in effect with no additional accrual unless the bargaining unit member later returns to that department. Such return to the previous department may occur:

1. according to the procedures of Article XXXVII (Transfer of Faculty)  
or
2. in order to avoid lay-off, as follows:

If lay-off is invoked after the expiration of the aforesaid five-year period, a previously transferred bargaining unit member holding more seniority than some other member(s) of the previous department may choose to return to his/her previous department. Seniority in such previous department shall be calculated from the date of hire at the University to the date of transfer, plus five (5) years of seniority accrued immediately following transfer.

**ARTICLE XVI**

**PROFESSIONAL ATHLETIC STAFF**

A. Governance

1. University Academic Policy Committee  
Two members of the Professional Athletic Staff shall serve as ad hoc members of the University Academic Policy Committee (UAPC) as defined in Article XIII (Academic Governance) when the UAPC is considering matters concerning the Athletic Department (for purposes of this article "Department" will be understood to mean all of the full-time bargaining unit members of the Professional



Athletic Staff). When such Professional Athletic Staff members have occasion to meet with the UAPC, the Director of Athletics shall join the meetings. All three shall vote on such matters; 13 votes shall enact the policy at issue.

2. Athletic Programs

Head Coaches and Head Athletic Trainers, in conjunction with full-time Assistant Coaches and Assistant Athletic Trainers, and in consultation with the Director of Athletics, have the right to make professional decisions about the running of their programs within the limitations set by their budgets, NCAA regulations, conference regulations, and Athletic Department policies.

B. Appointments

1. Declaration of Vacancies and New Lines

The Director of Athletics shall be responsible for maintaining regular contact with the members of the Department for the purpose of keeping them informed of the appointment procedure specified herein. In the event of a vacancy caused by the permanent separation of a full-time member of the Professional Athletic Staff from the University for any reason, the Director of Athletics will inform the Department whether or not he/she intends to fill the vacancy within thirty day (30 days) of his/her becoming aware of the vacancy. If there is disagreement between the Department and the Director of Athletics over the question of whether or not to fill the vacancy, the Department may appeal to the President or the President's Designee. The President or the President's Designee shall convene a meeting of the Director of Athletics and the members of the Department within fourteen (14) days to discuss the reasons for the disagreement. As a result of this meeting, the President or the President's Designee shall determine whether or not a new full-time Professional Athletic Staff member shall be hired and shall notify the Department within fourteen (14) days of his/her decision. If the President or the President's Designee decides not to fill the vacancy, he/she shall provide in written form the reasons for his/her decision. Final authority with regard to the decision whether or not to fill a vacancy rests with the President or the President's Designee.

When the University determines that a new full-time Professional Athletic Staff position is to be created, the Director of Athletics shall notify the Department within

thirty (30) days of that decision. Final authority with regard to the creation of new full-time Professional Athletic Staff positions shall rest with the President or the President's Designee.

2. Designation of Qualifications for a Vacant Position

Once a decision to fill a vacancy has been made, the Director of Athletics shall so advise the members of the Department within five (5) working days. The members of the Department, or a sub-committee of the Department designated by the Department, shall meet to discuss the qualifications of the person required to fill the vacancy. If the position to be filled is that of an assistant coach or assistant athletic trainer, the head coach of that sport or the head athletic trainer shall serve on any such sub-committee and his/her views shall be given primacy. The Director of Athletics shall chair the Department or the sub-committee for the purposes of filling a vacancy.

The members of the Department shall forward their recommendation regarding the requisite position qualifications to the President or the President's Designee. Unless the President or the President's Designee disagrees with such recommendations, the University shall develop, through consultation with the Director of Athletics and the Department, a position announcement plan outlining where and how the University will seek candidates who possess the recommended qualifications. In the event that the President or the President's Designee disagrees with the recommendation of the Department as to the appropriate position qualifications, the President or the President's Designee shall so advise the Director of Athletics. The members of the Department shall then convene a meeting of the President or the President's Designee, the Director of Athletics and the members of the Department to discuss the appropriate position qualifications. The President or the President's Designee shall thereafter make a determination as to such qualifications. In the event that the determination of the President or the President's Designee as to such qualifications differs from the recommendation of the Department, he/she shall provide written reasons for his/her determination.

3. Appointments from within the Professional Athletic Staff

An open full-time bargaining unit position within the Professional Athletic Staff approved by the University to be filled may be filled with a current member of the

Professional Athletic Staff (“the Proposed Appointee”) under the conditions and procedures listed below. Under such circumstances, that appointment shall not be governed by Sections B(4) and B(5) of this Article.

- a. The full-time bargaining unit members of the Professional Athletic Staff must approve the decision to appoint from within the existing Professional Athletic Staff, and the appointment of the Proposed Appointee by a two-thirds vote of the full-time members (excluding the candidate, even if that individual is otherwise entitled to vote). Where the two-thirds of all full-time members equals a fraction, the number of votes necessary for approval will be rounded upward. (Example: if the department consists of 13 members, nine (that is,  $13 \times \frac{2}{3} = 8.6$ , rounded upward = 9) votes are necessary for approval.
- b. The Athletic Director and the President or President’s Designee must approve the decision to fill the position from within the existing Professional Athletic Staff.
- c. The Proposed Appointee must have been employed by the University as a member of the Professional Athletic Staff for a minimum of twelve months on the effective date of the appointment.
- d. If the full-time bargaining unit members of the Professional Athletic Staff, the Athletic Director, and the President or the President’s Designee approve the appointment from within the existing Professional Athletic Staff, sections B(4) and B(5) of this article will not be followed, but the appointment will proceed in accordance with all other relevant provisions of the Agreement. When an appointment is going to be made from among the existing Professional Athletic Staff, the Athletic Director shall notify the AAUP and provide evidence that the individual who has been selected to fill the vacancy meets the requirements stated above.

#### 4. Recruitment Plan

The Department, or a sub-committee of the Department designated by the Department, chaired by the Director of Athletics, in conjunction with the University’s Affirmative Action Officer shall draw up a recruitment plan, including a position announcement plan. If a sub-committee of the Department is designated and the position being filled is for

an assistant coach or assistant athletic trainer, the head coach of that sport or the head athletic trainer shall be a member of that sub-committee. In all cases where the hire is of an assistant coach or assistant athletic trainer, the views of the head coach for that sport or the head athletic trainer shall be given primacy.

The Affirmative Action Officer or his/her designee will work with the Department or sub-committee to develop a recruitment plan designed to increase the percentage of qualified individuals from under-represented categories in the applicant pool. Efforts employed by the Human Resources Department and the Department or sub-committee may include: targeting appropriate institutions; direct contact between the Department or sub-committee and the athletics departments at these institutions; advertising in journals, publications and on websites that have large readerships of under-represented categories; contacting specialized caucuses; or attending specialized conferences with significant participation by under-represented categories. The University shall fund recruitment plans agreed to by the Affirmative Action Officer and the Department or sub-committee.

5. Review of Applications and Interview of Candidates

Following the deadline for receipt of applications, the Director of Athletics shall notify the Department sub-committee of the availability of the applications for purposes of review. Within ten (10) working days of receipt of such notice from the Director of Athletics, the Department or sub-committee shall have the responsibility to review all applications and provide the Director of Athletics with a written list of three (3) to five (5) preferred candidates, together with the reasons for such indicated preference.

Where the position being filled is for an assistant coach or assistant athletic trainer, the views of the head coach for that sport or head athletic trainer shall be given primacy. In no case shall a candidate unacceptable to the head coach of that sport or head athletic trainer be recommended for an interview. The University shall invite the three (3) top candidates preferred by the Department or sub-committee to the University, where the Department or sub-committee shall carry out interviews of all the candidates. When the Department or sub-committee believes it would serve the interest of the University, it may interview more than three

(3) candidates. The Department, the Director of Athletics, and the President or the President's Designee shall be provided with opportunities to meet with and interview the invited candidates and provide the Department or sub-committee with their views of the candidates. If no list of preferred candidates is received from the Department or sub-committee, the University shall declare the search suspended and shall proceed to reopen the search at a time mutually agreed between the Director of Athletics and the Department, on the one hand, and the President or the President's Designee on the other. Under no circumstances shall an offer be made for an assistant coach's or assistant athletic trainer's position to a candidate who is unacceptable to the head coach for that sport or the head athletic trainer.

The Department or sub-committee may invite, upon the recommendation of the Director of Athletics, members of the campus community outside of the Athletic Department to participate in the interviewing process. Such individuals shall provide their views for the consideration of the Department but shall have no vote in making the determination of the qualifications for the position, whom to invite for interviews or whom to recommend for the position.

The Affirmative Action Officer or his/her designee shall notify the Department of the demographic profile of the Department, as well as the availability of female and minority candidates for recruitment per the most recently available data from the NCAA and the U.S. census.

The University and the Department or sub-committee (where the Department has chosen to establish a sub-committee) shall make a serious good faith effort to create a diverse applicant pool that includes members of under-represented groups. The Department or sub-committee shall carefully consider the benefits of diversity, along with individual candidate credentials and experience in developing its final interview pool.

6. Ranking of Candidates

Within ten (10) days of the completion of the last interview, those bargaining unit members of the Department who have participated in the interviews of all the candidates shall jointly formulate a written list of all candidates who have been interviewed, ranked in order of preference, and transmit that list to the Director. Such list shall be

accompanied by written evaluations of each candidate documenting the reasons for the indicated preferences.

If any interviewed candidates are deemed unacceptable to the Department or to the relevant head coach or head athletic trainer in the case of the hiring of an assistant coach or assistant athletic trainer, that shall also be noted on the list. Under no circumstances shall the University offer a position to a candidate who has been found to be unacceptable by any of the foregoing.

The Director of Athletics shall within ten (10) days of the Department's recommendations offer the position to the candidates based on the Department's order of preference, unless the Director of Athletics has concerns about the Department's recommendations. If the Director has such concerns, he/she shall meet with the Department within five (5) days and share his/her concerns. The Department shall have five (5) days to consider the Director's concerns and to modify its recommendations if it so chooses. If after this period, the Director disagrees with the ranking of candidates, he/she may decline to offer the position in accordance with the Department's recommendations if he/she believes that the candidate(s) preferred by the members of the Department do(es) not meet the established and stated qualifications for the position or the Director has a compelling reason (which shall not be the Director's judgment on the relative quality of the candidates) for refusing to do so. In such a case, the Director of Athletics and the Department shall meet within five (5) days to attempt to resolve the disagreement. If they cannot resolve it, the Department shall have five (5) days to appeal to the President or the President's Designee, who shall meet with the Director of Athletics and the Department and decide the appeal, providing written reason for his/her decision.

7. Temporary Appointments

In the event the University fills a temporary full-time vacancy, as described hereafter, the provisions of this Section shall apply. Temporary full-time appointments made hereunder shall be designated as appointments to the appropriate rank with the designation "Acting" preceding the appropriate rank. Such appointees shall be included in the bargaining unit if the appointment is for a period of one (1) semester or longer. The University shall notify the Department and the AAUP, in writing, of its intent to make

a temporary appointment hereunder, and shall as may be practical, follow the procedure of this Article in making such an appointment. The other provisions of this Article, including reappointment and promotion, shall have no application to such appointees. However, service as such temporary appointee shall be counted toward completion of competitive seasons for reappointment/non-reappointment and for promotion if said individual is subsequently appointed to a permanent position. Notwithstanding the foregoing, the University may fill vacancies described herein by following the other provisions of this Article. The vacancies to be filled hereunder are vacancies caused by:

- a. Leave of Absence  
Vacancies created by a leave of absence granted to a full-time bargaining unit member, with such temporary appointment to be for no more than the duration of the leave of absence;
- b. Disability, Death, or Resignation  
Vacancies created by the disability, death, or resignation of a full-time bargaining unit member, when such vacancy occurs less than 120 days prior to the first official practice of the appropriate sport as defined by the NCAA, with such temporary appointment to be limited to one (1) full year, with any subsequent appointment of such individual to be a regular appointment following the other provisions of this Article;
- c. Inability to Fill a Vacancy  
In the event that the University, having followed the other procedures set forth in Section B, does not succeed in employing a person meeting the stated qualifications for the vacancy, such vacancy may be filled by a temporary appointee. Where the appointment is made less than 120 days prior to the first official practice of the appropriate sport as defined by the NCAA, the temporary appointment shall be for a period not to exceed one (1) full year, with a subsequent appointment of such individual to be a regular appointment in accordance with the other provisions of this Article. In cases where multiple vacancies exist within the Department, the 120 day restriction in this paragraph and the one above shall be waived.

C. Reappointment and Non-Reappointment of Professional Athletic Staff

1. Annual Reappointment and Non-Reappointment

Full-time members of the Professional Athletic Staff shall be subject to annual reappointment and non-reappointment following completion of the first through sixth competition season according to the schedule below:

Fall sports:	December 1
Winter sports/athletic trainers:	April 1
Spring sports:	May 1

For the sake of the annual reappointment process, sports are defined as follows:

Fall sports are:	field hockey, soccer, volleyball
Winter sports are:	basketball, swimming and diving, wrestling
Spring sports are:	baseball, cross country/track and field, golf, softball, tennis

Each such member shall be reviewed by the Department and the Director of Athletics according to the timetable specified in Section C(2). The standards upon which the review is based are effective coaching and/or athletic training, professional growth, high professional standards of leadership and sportsmanship, and contributions to University and community affairs, as defined by the criteria established by the Athletic Department.

For reappointment of Professional Athletic Staff members, the Professional Athletic Staff, functioning as a department, shall forward its recommendation to the Director of Athletics, who shall act on it in the same manner as the dean in Article X, Section A.

A candidate for reappointment must submit to the Department and the Director of Athletics his/her documented record demonstrating adherence to the above criteria according to the timetable specified in Section C(2). This record shall include a letter to the Department and Director explaining how the criteria have been met and



adequate corresponding documentation.

The Director of Athletics shall evaluate the candidate in accord with Section C (6) below.

If the Department and the Director deem the candidate's performance to be satisfactory, the candidate shall be reappointed for the next year. The reappointment year becomes effective on either February 1, June 1, or July 1 in accordance with the timetable specified in Section C(2) and regardless of the date of hire.

If the Department or the Director deems the candidate's performance to be less than satisfactory, but the Department and Director agree that the candidate should still be reappointed, the candidate shall be advised in writing by the Director of the perceived deficiencies and shall develop, in consultation with the Director, and, in the case of an assistant coach, his/her head coach, or in the case of an assistant athletic trainer, his/her head athletic trainer, a written plan to correct the deficiencies. If the performance of a candidate whose performance was deemed to be deficient is again deemed deficient when the candidate is again reviewed for reappointment, the candidate will be notified in writing that his/her employment by the University shall cease as of the expiration of his/her current appointment. Notice or severance shall be in accordance with Section C(5); the preceding year's notice of perceived deficiencies shall be deemed to have been the candidate's notice of non-reappointment, where in the following year the candidate's performance is again deemed deficient.

If the performance of a candidate is deemed to be unsatisfactory by the Department and the Director, the candidate shall be notified in writing that his/her employment by the University shall cease as of the expiration of his/her current appointment. Notice or severance shall be in accordance with Section C(5).

Within ten (10) days of the notification to a candidate by the Director of Athletics of a denial of reappointment, the candidate may request, in writing, a meeting with the President or the President's Designee to permit the candidate to present an appeal of the decision of the Director. A meeting between the candidate and the President or the President's Designee shall thereafter be held. After consultation with the Director and the Department's Union

Personnel Committee, the President or the President's Designee shall make a final written decision that shall not be arbitrary or capricious and shall forward copies to the candidate, the Director, the Department and the AAUP.

2. Timetable for Annual Reappointment

Failure by the reappointment candidate to submit his/her documented record or by the Department to forward its recommendation of reappointment or non-reappointment by the deadlines stated in the timetable below shall permit the Director of Athletics to make a determination as to the reappointment or non-reappointment of the candidate based on the best available evidence.

In cases where the Director fails to notify the candidate and Department in writing of the candidate's reappointment or non-reappointment by the deadline indicated in the timetable below, the candidate shall be automatically reappointed.

The following timetable applies for the annual reappointment process.

December 1, April 1 or May 1 as per C(1)	The candidate submits his/her documented record to the full-time members of the Department and the Director of Athletics.
Within 30 calendar days following submission of the candidate's documented record	The Department assesses the candidate's documented record and submits in writing to the candidate and the Director a recommendation of either reappointment or non-reappointment.
Within 5 working days following submission of the Department's recommendation	The candidate may respond in writing to the Department's recommendation.
Within 30 calendar days following submission of the Department's recommendation	The Director shall notify the candidate and the Department in writing of the candidate's reappointment or non-reappointment.

3. Non-Reappointment of Professional Athletic Staff with Six (6) Successful Reappointments

The Director of Athletics shall evaluate Professional Athletic Staff with six (6) successful reappointments in accord with Section C (6) below.

When, in the judgment of the Director of Athletics, the performance of a full-time member of the Professional Athletic Staff with six (6) successful reappointments has not continued at an acceptable level, with respect to effective coaching and/or athletic training, professional growth, high professional standards of leadership and sportsmanship, and contributions to University and community affairs, as defined by the criteria established by the Athletic Department, when viewed in its totality, the Director shall provide, in writing, to the Department and the affected bargaining unit member his/her recommendation of non-reappointment of such member of the Professional Athletic Staff with a statement of his/her reasons for such conclusion. The Department will then meet to consider the matter of non-reappointment and will provide an opportunity for the affected staff member to meet and discuss the matter. The basis for such judgment shall be limited to the standards for reappointment as stated in this Article and the departmental criteria defining those standards.

Within thirty (30) calendar days of the receipt by the Department of the recommendation of non-reappointment from the Director, the Department shall make a written recommendation to the Director and send a copy to the affected staff member. The Director shall have two (2) weeks to reconsider his/her original recommendation of non-reappointment in light of the written recommendation from the Department and any written statement submitted by the affected staff member.

If the Director decides to maintain his/her original recommendation of non-reappointment, he/she shall send a written statement, together with a copy of the written recommendation of the staff and any statement submitted by the affected staff member, to the President or the President's Designee, the Department, the affected staff member, and the AAUP. The President or the President's Designee shall then make a determination as to whether or not the affected staff member shall be reappointed and shall provide to all parties written substantive reasons for his/her decision. In all such cases the burden of proof shall be on the negative case.

Notice of non-reappointment, as specified in Section C(5), shall be effective upon transmittal of the determination of the President or the President's Designee to the affected staff member, if such determination is that the staff member shall not be reappointed. The determination of the President or the President's Designee shall be subject to the grievance and arbitration provisions of this Agreement.

4. Non-Reappointment of Full-time Assistant Coaches

When a new head coach is hired for a sport, and after having interviewed the incumbent assistant coaches in said sport, in the event that the Director of Athletics and the new head coach deem it necessary in their discretion to hire different assistant coaches, the Director may deny reappointment to the incumbent assistant coaches in said sport.

Where an assistant coach who has six (6) successful reappointments is not reappointed under the provisions of this section, the University will make a good faith effort to reassign that assistant coach to a position that is vacant as of the date of the notice of non-reappointment and that the assistant coach is qualified to perform. In the event the assistant coach is not reassigned, he/she will be permitted to serve until the following June 30<sup>th</sup> or (at the University's discretion) provided severance for that period, in addition to the severance outlined in Section (C)(5), below. Moreover, the assistant coach shall receive continued health insurance coverage in accord with the relevant provisions of Article XXXIV at the University's expense until such time as he/she finds alternate employment with health care coverage or for a maximum of eighteen (18) months, whichever is sooner.

Assistant coaches who are not reappointed under the provisions of this section and who have fewer than six (6) successful reappointments as of the date of the notice of non-reappointment will either (at the University's discretion) be permitted to serve the remainder of his/her one year appointment or provided severance equal to the remainder of the year's salary. In addition he/she shall receive severance equal to a year's salary (payable on a monthly basis). Should the terminated assistant coach(es) obtain alternative employment prior to the expiration of the severance payments, the University thereafter shall be responsible for paying only the difference between the

monthly severance payment and the coach(es) new monthly base salary, to the extent that the new monthly base salary is less than said monthly severance payment, for the remainder of the University's severance obligation under this provision.

Assistant coaches who are not reappointed under the provisions of this section and who have fewer than six (6) successful reappointments as of the date of the notice of non-reappointment also shall receive continued health insurance coverage in accord with the relevant provision of Article XXXIV of this Agreement at the University's expense until such time as they find alternative employment with health care coverage or for a maximum of twelve (12) months, whichever is sooner.

5. Notice of Non-Reappointment for Professional Athletic Staff
  - a. Those candidates who are denied reappointment following a prior reappointment with notice of deficiencies shall receive either notice or severance in lieu of notice, at the discretion of the University, depending on the number of successful reappointments completed as of the date of the notice of non-reappointment as follows:
    1. Fewer than three (3) successful reappointments: the candidate's employment by the University shall cease as of the expiration of his/her current appointment.
    2. Three (3) or more successful reappointments: the preceding year's notice of perceived deficiencies shall be deemed to have been the candidate's notice of non-reappointment. The candidate's employment by the University shall therefore cease as of the expiration of his/her current appointment.
  - b. The following periods of notice/severance shall be given by the University only in circumstances in which a member of the Professional Athletic Staff is denied reappointment pursuant to C(1) and was not previously reappointed with notice of deficiencies. These periods of notice also apply to non-reappointment of Professional Athletic Staff pursuant to C(3). Members

of the Professional Athletic Staff shall receive either notice or severance in lieu of notice, at the discretion of the University, depending on the number of successful reappointments completed as of the date of the notice of non-reappointment as follows:

1. Fewer than one (1) successful reappointment: three (3) months
  2. One (1), two (2), or three (3) successful reappointments: six (6) months
  3. Four (4) or five (5) successful reappointments: 12 months
  4. Six (6) successful reappointments: 24 months
- c. When severance is provided in lieu of notice, the following provisions apply:
1. For severance of three (3) to twelve (12) months: Severance shall be made equal to the base salary that the non-reappointed Professional Athletic Staff member would have received during the applicable notice period.
  2. For severance of twenty-four (24) months: Severance shall be made equal to the base salary that the non-reappointed Professional Athletic Staff member would have received during the twenty-four (24) month notice period. Said severance payment will be paid in twenty-four (24) equal payments. If the non-reappointed Professional Athletic Staff member obtains alternate employment during the twenty-four (24) months following separation from the University, the severance payment will continue during the first twelve (12) months following separation. The University shall be responsible for paying only the difference between the monthly severance payment and the member's new monthly base salary, to the extent that the new monthly base salary is less than said monthly severance payment, during the second twelve (12) months.

## 6. Evaluation of Professional Athletic Staff

The Director of Athletics shall provide each full-time bargaining unit member of the Professional Athletic Staff with an annual evaluation of his/her performance. The primary purpose of this evaluation shall be developmental and geared toward the improvement of the bargaining member's performance. Where the bargaining unit member is an assistant coach/trainer, the member's head coach/trainer shall provide the Director of Athletics with written feedback regarding the member's performance. The Director's annual evaluation shall be placed in the member's personnel file and shall be governed by Article XIV. This annual evaluation shall include a summary of the student-athlete exit interviews carried out in a manner consistent with NCAA regulations. In order to assure that these student-athlete exit interviews are carried out in such a manner, the Director of Athletics working with the Professional Athletic Staff will develop a set of questions to be asked and a procedure for administering those questions. The evaluation process shall follow the schedule outlined in Section C (2) above.

In order to facilitate this evaluation process, Professional Athletic Staff shall provide the Director of Athletics, and where appropriate their head coach/trainer, with a written self-evaluation of their performance in the evaluation year.

### D. Requirements for the Promotion of Professional Athletic Staff

It is the responsibility of the Department to develop in writing clearly stated criteria for each rank. In addition, the Department shall specify what the appropriate terminal degree or qualification(s) is/are for the Department's sports. Said criteria will be consistent with the standards for reappointment and promotion specified in this Article and the Department will apply those standards to the specific demands of the Department's sports.

The Department shall provide the President or President's Designee a copy of those criteria for review. Where the President or President's Designee believes those criteria are not consistent with the terms of this Agreement, he/she shall direct the Department to rewrite the criteria in a manner consistent with this Agreement. When the Department modifies those criteria (such as by adding the appropriate terminal degree or qualifications), it shall resubmit the new elements of those criteria to the President or President's Designee for review. Where the President or President's Designee believes those new elements are not consistent with the terms of

this Agreement, he/she shall direct the Department to rewrite the criteria in a manner consistent with this Agreement. It shall also be the responsibility of the Department to provide guidance to new Professional Athletic Staff members as to the departmental expectations for promotion. It is the responsibility of the bargaining unit members of the Department to evaluate the athletic competence and professional expertise of the candidate based upon the record and materials submitted by the candidate and to provide a thorough and documented recommendation to the Director of Athletics in cases of reappointment and to the Promotion Committee in cases of promotion. In evaluating a candidate's record, the bargaining unit members shall place the burden of proof upon the positive case.

Members of the Professional Athletic Staff shall be eligible for promotion from Athletic Staff I to Athletic Staff II and from Athletic Staff II to Athletic Staff III in accordance with the following requirements and procedures. In all promotion cases, the burden of proof shall be on the positive case.

1. Requirements for Athletic Staff II

- a. Members of the Professional Athletic Staff shall be eligible to apply for promotion to Athletic Staff II after completing a minimum of three (3) years of full-time service on the Athletic staff at Rider University.
- b. A master's degree in an appropriate area is required unless there is evidence of exceptional professional accomplishments that would be of substantial benefit to the University. A candidate lacking the master's degree will be awarded the promotion only when a majority of the Department and Promotion and Tenure Committee have found that there exists such evidence of exceptional professional accomplishment and have recommended the promotion to the Board of Trustees.
- c. A candidate must present documented evidence of effective coaching in the case of coaches or effective athletic training in the case of athletic trainers, as defined by the departmental criteria for this rank.
- d. A candidate must present documented evidence of high professional standards of leadership and sportsmanship, as defined by the departmental



criteria for this rank.

- e. A candidate must present documented evidence of continued professional growth in his/her area of expertise, as defined by the departmental criteria for this rank.
- f. A candidate must present documented evidence of continued contributions to University and community affairs, as defined by the departmental criteria for this rank.

2. Requirements for Athletic Staff III

- a. Members of the Professional Athletic Staff shall be eligible to apply for promotion to Athletic Staff III after completing a minimum of six (6) years of full-time service on the Professional Athletic Staff at Rider University or after three (3) years as a head coach or head athletic trainer at the rank of Athletic Staff II.
- b. A master's degree in an appropriate area is required unless there is evidence of exceptional professional accomplishments that would be of substantial benefit to the University. A candidate lacking the master's degree will be awarded the promotion only when a majority of the Department and Promotion and Tenure Committee have found that there exists such evidence of exceptional professional accomplishment and have recommended the promotion to the Board of Trustees.
- c. A candidate must present documented evidence of distinguished coaching in the case of coaches, or distinguished athletic training in the case of athletic trainers, as defined by the departmental criteria for this rank.
- d. A candidate must present documented evidence of sustained professional growth as defined by the departmental criteria for this rank.
- e. A candidate must present documented evidence of sustained high professional standards of leadership and sportsmanship, as defined by the departmental criteria for this rank.

- f. A candidate must present documented evidence of sustained contributions to the University and community affairs, as defined by the departmental criteria for this rank.

E. Procedures for Promotion of Professional Athletic Staff

The Promotion Committee for the Professional Athletic Staff shall consist of the President or the President’s Designee, the Provost, the Associate Provost, the Director of Athletics, four (4) full-time Professional Athletic Staff members with a minimum rank of Athletic Staff II selected by the Professional Athletic Staff, and the standing member of the bargaining unit selected to serve on the University Promotion and Tenure Committee.

Candidates meeting the requirements for Athletic Staff II may apply for promotion in their fourth year or thereafter. Candidates meeting the requirements for Athletic Staff III may apply in their seventh year of full-time service or thereafter, or in their fourth year of service as head coach/athletic trainer at the rank of Athletic Staff II. In the event an application for promotion is denied, the candidate may not reapply for promotion until the expiration of an additional year of service at Rider University. In the event that a second or subsequent application is denied, a candidate may make further application only at the end of a three-year period after such denial or if the candidate is nominated by the Director of Athletics.

Except as described in this article, the other applicable procedures for promotions described in Article VIII above, including procedures for appeals, shall apply to promoting Professional Athletic Staff. The Director of Athletics shall perform the duties of the department chairperson under the promotion procedures of Article VIII.

F. Professional Athletic Staff Promotion Timeline

September 1 <sup>st</sup>	1 <sup>st</sup> draft of dossier presented to Athletic Staff Promotion Committee for initial review.
by September 15 <sup>th</sup>	Candidate receives dossier with Athletic Staff Promotion Committee recommendations.

October 1 <sup>st</sup>	Candidate notifies the Department, the Director of Athletics, and the University in writing of his/her intent to apply for promotion. A copy of the Candidate's dossier should be submitted for review by the Department and a separate copy submitted for review by the Director.
by October 15 <sup>th</sup>	The Department members will review the Candidate's dossier and sign that they have done so.
by November 1 <sup>st</sup>	The Department will meet to discuss the Candidate's dossier and make any further recommendations. If a Department member cannot be present at this meeting, any concerns or recommendations should be provided in writing to the Athletic Staff Promotion Committee chairperson.
November 1 <sup>st</sup>	The Candidate shall receive a copy of the Department's and Director's written recommendations in support or non-support. Recommendations for revisions to strengthen a Candidate's dossier can still be given by the Department or Director at this time.
November 1 <sup>st</sup> + 5 days	Candidate may make additional revisions based on recommendations offered by the Department and/or Director.  <b>OR</b> Candidate may state in writing specific concerns regarding the validity and sufficiency of the documents supporting any of the individual Department member's or chairperson's recommendations. The Candidate may also request an interview with the eligible bargaining unit members of the Department and/or the chairperson within this time period.
within 5 days thereafter	Final review of dossier by the Department and the Director.  <b>OR</b> Meeting between Candidate and author(s) of the challenged recommendations.
by November 15 <sup>th</sup>	The Candidate must receive copies of the final reports of the Department and Director. The final Department report shall include a letter of support or non-support signed by each full-time member of the Department.

before December 5 <sup>th</sup>	The Department's and Director's recommendations must be forwarded to the Promotion and Tenure Committee through the Provost's Office and to the AAUP office. The Candidate's dossier should be delivered to the Provost's Office to be made available to the Promotion and Tenure Committee.
December 15 <sup>th</sup>	The Candidate may submit new documentation to the Promotion and Tenure Committee up to this date. Any such materials must be simultaneously submitted to the Department and the Director, and if added after December 5, the Candidate must notify the members of the Promotion and Tenure Committee and the Department of the additions.
December 20 <sup>th</sup>	The bargaining unit members of the Department and/or chairperson shall have to this date to review and respond to any new materials submitted by the Candidate.

G. Salaries for New and Additional Head Coaching/Athletic Training Responsibilities

If, after an external search is conducted to fill a vacant head coaching or head athletic training position, or the search has been waived in accord with the requirements of Section (B)(3) of this Article, a current member of the Professional Athletic Staff is appointed, he/she may enter into negotiations with the University to establish his/her new base salary. In no circumstance shall that new base salary be less than his/her previous base salary plus twice the annual increment for which he/she would otherwise have been eligible. A full-time member of the Professional Athletic Staff with other head coaching responsibilities for more than one individual sport or with supervisory responsibility for full-time assistants shall have an annual salary that is at least \$2,000 above the annual minimum for his/her rank. The designation of those sports constituting "individual sports" shall be governed by past practice.

H. Driving Restrictions

Members of the Professional Athletic Staff shall not be required to drive University vans or other vehicles transporting University teams to locations more than one hundred and fifty (150) miles from the University.

Professional Athletic Staff members shall not be required to drive their personal vehicles to away contests. In the event a University

vehicle is not available for away contests, the University shall be required to rent or otherwise provide additional vehicles to transport student athletes and Professional Athletic Staff.

The University agrees to indemnify and hold harmless all members of the Professional Athletic Staff who are assigned by the University to drive University vans or other vehicles transporting University teams from liabilities that may arise as a result of their performing such assignments, other than for acts of gross negligence or willful misconduct.

**I. Staffing**

1. The University agrees that by the beginning of their 2013 seasons, athletic programs that have multiple athletic disciplines, involve both male and female student-athletes, have a competition season in excess of five (5) months, and carry rosters of forty (40) or greater shall be staffed by a full-time head coach and at least one full-time assistant coach.
2. The University agrees that the following athletic programs shall have (in addition to any staffing required by Section I (1) above), for at least the duration of the season, at least one (1) seasonal assistant coach or seasonal assistant athletic trainer who may be a graduate assistant, a seasonal athletic staff member, or an otherwise unassigned full-time staff member.

<b>Sport</b>	<b># of Part Time Seasonal Assistants (2011-2012)</b>	<b># of Part Time Seasonal Assistants (as of 2013)</b>
Athletic Training	1	1
M/W Cross Country	0	1
M/W Swimming/Diving	2	1
Men's Baseball	1	1
Men's Basketball	1	1
Men's Soccer	1	1
Men's Track	1	1
Wrestling	1	1
Women's Basketball	1	1
Women's Field Hockey	1	1
Women's Soccer	1	1
Women's Softball	1	1
Women's Track	1	1
Women's Volleyball	1	1

Assignment of such seasonal assistant coaches and athletic trainers is subject to the continuation of the designated sport at the University. The University may assign an otherwise unassigned full-time Professional Athletic Staff member who coaches one (1)

sport to other professional tasks that would normally fall within the bargaining unit work of the Professional Athletic Staff. Such assignments will not include work that is presently or normally the responsibility of administrative members of the Athletic Department such as event management or responsibility for facilities. Nor shall such assignments occur during the coach's season as defined in Section K below. Such assignments may include, but are not limited to, such tasks as assisting other coaches in recruiting, booster activities, away match arrangements, and assistant athletic trainers (but no coach who is not appropriately certified by the National Athletic Trainer Association will be assigned duties as an athletic trainer).

J. Part-time Professional Athletic Staff Compensation

1. Part-time members of the Professional Athletic Staff who serve as head coaches shall be compensated during the period of their employment at a weekly rate at least equal to two-thirds (2/3) of the rate for the rank of Athletic Staff I, prorated on the basis of a 43-week year.

2. Non-exempt Professional Athletic Staff are those members of the bargaining unit hired pursuant to Article XVI (I) of this Agreement. They shall be compensated on a salary basis for all straight-time hours worked at the weekly rate of \$500 in year one of this Agreement, subject to the across the board annual percentage increases in years two and three of this Agreement. All such bargaining unit members shall be required to keep accurate written time records. Their average workweek shall consist on average of thirty (30) hours. The University shall develop a tracking system and monitor their hours to insure that this average is not exceeded during their seasonal period of employment. Eligibility for overtime compensation shall be calculated and paid in accord with 29 CFR 778.114 and in accord with the work rules agreed by the parties.

Provided time records are accurately maintained, no full- or part-time member of the Professional Athletic Staff will be disciplined because a non-exempt member subject to this provision exceeds the weekly average.

In calculating the average hours worked per week, the University will subtract all overtime hours (which will have been previously paid) from total hours worked over the course of the season and divide the remainder by the total number of weeks worked. If the resulting average is over 30 (thirty), the difference will be paid at a rate in accord with the relevant federal regulations

(Appendix G).

K. Length of Seasons

The official length of each sport season shall comply with NCAA policy and shall extend, at minimum, from two (2) weeks prior to the start of practice through the second week after the last contest. For purposes of Section I of this Article, the season for Athletic Training shall be deemed to be, at minimum, thirty-nine (39) weeks.

L. Secretarial Support

A full-time, 10-month secretary shall be assigned to the Maurer Building to provide service to the athletic programs housed there.

M. Athletic Facilities

The University recognizes that the condition of the athletic facilities (playing fields, tracks, locker rooms, coaches' offices, etc.) have a direct and immediate impact upon the ability of the Professional Athletic Staff to carry out its duties. The University therefore, shall make those reasonable efforts it deems appropriate, consistent with the overall needs of the institution, to provide adequate athletic facilities, and to maintain them in a good state of repair.

N. Budget

The University shall provide each head coach and head athletic trainer with a copy of the line item detailed budget for his/her sport that was incorporated into the University budget submitted to the Board of Trustees for approval. The University shall notify each head coach and the head athletic trainer by July 1 of any changes from the submitted budget as approved by the Board of Trustees. If by July 1, the University does not have a budget approved by the Board of Trustees, the head coach and head athletic trainer shall have a budget at least equal to that submitted by the Athletic Director in the previous year as part of his/her department budget.

After July 1, the budget available to the head coach and head athletic trainer for his/her program will not be reduced except when the University finds it necessary to reduce the overall budget of the Athletic Department. In no case shall commitments made by the head coach or head athletic trainer and approved by the Athletic Director for contracted events or athletic scholarships for a specific year be changed after the start of that budget year.

O. Athletic Staff Workload

1. Base Contract

Full-time Professional Athletic Staff will have a base contract of ten (10) months, with two (2) out of contract months to fall between May 1 and August 31. The exact dates of the out of contract periods will be determined by the full-time coach/coaches and athletic trainers in consultation with the Athletic Director in each sport consistent with the needs of the program, and shall be taken in no more than two (2) blocks of time.

2. Athletic Trainers

- a. The University shall employ no fewer than four (4) full-time Athletic Trainers.
- b. Full-time Athletic Trainers shall each have an average of one (1) day off per week during his/her ten-month contract period.

3. Out-of-Contract Activities

The parties recognize that while a full-time coach's/athletic trainer's primary responsibility to the University extends only during his/her ten-month contract period, he/she may carry out some professional activities during his/her out of contract months without being considered a twelve-month employee. Such professional activities are at the discretion of that coach or athletic trainer and may include such things as professional development, team planning, and recruiting. Nothing in this Agreement will be construed as creating an obligation on the part of any member of the Professional Athletic Staff to carry out such activities during his/her out of contract months, and no member of the Professional Athletic Staff shall be penalized in any way for failing to carry out such activities during his/her out of contract months. Further, no member of the Athletic Department shall require or assign any coach such activities during his/her out of contract months, except as specified below.

4. Twelve-Month Contracts for Head Coaches

A full-time Head Coach will be considered to be a twelve-month employee and therefore entitled to the additional compensation specified under Article XXXIV only when:

- a. he/she is assigned or required by the Director of



Athletics to perform any duties connected with the athletic program during his/her two-month out of contract period, or

- b. his/her normal assigned coaching activities extend into his/her two-month out of contract period, provided, however, that when, under exceptional circumstances, such as NCAA championship play, a full-time assistant coach performs services (in addition to those already excepted under Section 3, above) during a limited portion of her/his out of contract period, such exceptional services shall not convert that coach into a twelve-month employee; rather he/she shall be compensated on a pro rata weekly basis.

5. Twelve-Month Contracts for Assistant Coaches

A full-time Assistant Coach will be considered to be a twelve-month employee and therefore entitled to the additional compensation specified under Article XXXIV only when:

- a. he/she is assigned or required by the Director of Athletics to perform any duties connected with the athletic program during his/her two-month out of contract period, or
- b. his/her normal assigned coaching activities extend into his/her two-month out of contract period, provided, however, that when, under exceptional circumstances, such as NCAA championship play, a full-time assistant coach performs services (in addition to those already excepted under Section 3, above) during a limited portion of her/his out of contract period, such exceptional services shall not convert that coach into a twelve-month employee; rather he/she shall be compensated on a pro rata weekly basis.

6. Twelve-Month Contracts for Athletic Trainers

A full-time Athletic Trainer will be considered to be a twelve-month employee and therefore entitled to the additional compensation specified under Article XXXIV only when:

- a. he/she is required by the Director of Athletics to perform any professional training duties for the University during his/her two-month out of contract period,
- b. provided, however, that when he/she chooses to perform such services for a brief period under exceptional circumstances during her/his time out of contract period, such as NCAA championship play, he/she shall not be converted to a twelve-month employee; rather he/she shall be compensated on a pro rata weekly basis.

7. Twelve-Month Rate for Athletic Staff

Full-time members of the Professional Athletic Staff, who are appointed on a twelve-month basis, rather than a ten-month basis, shall be compensated for such additional time worked by the payment of an additional sum equal to fifteen (15) percent of base salary. Such added compensation shall pertain only to the year(s) for which the twelve-month appointment is made.

8. Accrual of Vacation Time

Professional Athletic Staff on a twelve-month contract shall accrue vacation time on the basis of twenty (20) vacation days a year, and may accumulate and carry over to a subsequent year up to a maximum of twenty (20) days of paid vacation.

9. Notification of the AAUP

The AAUP will be notified of each Professional Athletic Staff member who is on a twelve-month contract with the reasons therefor.

P. Distribution of the Agreement and Initial Letters of Appointment

Terms and conditions of employment of bargaining unit members are set forth in this Agreement and a copy thereof shall be furnished by the University to each Professional Athletic Staff candidate interviewed on campus. The University shall continue to furnish to newly appointed members of the Professional Athletic Staff initial letters of appointment.

Q. Conditions and Procedures for Salary Adjustment for Professional Athletic Staff

When the Director of Athletics has a reasonable basis to believe that a full-time member of the Professional Athletic Staff is likely to be hired by another institution of higher education, the University may offer to increase the base wage rate of such member of the Professional Athletic Staff.

The Director of Athletics will share his or her rationale for the proposed increase with the AAUP in writing together with the University's final written offer in response thereto. If the University's offer is accepted by the Professional Athletic Staff member, the increased compensation shall be made effective as the individual and the University may agree, but no such increase shall take effect retroactively.

## **ARTICLE XVII**

### **ADJUNCT BARGAINING UNIT MEMBERS**

#### **A. Initial Hiring of Adjunct Faculty**

Both parties to this Agreement recognize the importance of assuring the quality of teaching that occurs in Rider University regardless of whether that teaching is done by a full-time member of the faculty or an adjunct member of the faculty. In order to assemble a pool of qualified adjunct faculty the following procedures shall be followed in hiring and evaluating adjunct faculty:

##### **1. Appointment of Adjunct Faculty**

It shall be the responsibility of the members of the relevant department or program to review the credentials of candidates for adjunct faculty positions and to make recommendations to the appropriate dean for appointment. The dean consistent with the other elements of this Agreement shall offer an adjunct contract to the individual(s) recommended by the faculty of the department or program.

##### **2. Teaching Evaluation of Adjunct Faculty**

It shall be the responsibility of the full-time faculty of the department or program within which an adjunct bargaining unit member is teaching to evaluate, at least once a year, the teaching effectiveness of each non-preferred, non-priority adjunct bargaining unit member (as defined, respectively, in Sections B and C, below), for the purpose of the professional development of the adjunct bargaining unit member and future recommendations to the

dean for adjunct appointment. A copy of the required evaluation will be provided to the bargaining unit member by the chairperson or director. Further, if the full-time faculty of a department or program have concerns regarding the teaching effectiveness of any faculty member, including preferred or priority adjuncts, they may evaluate the teaching effectiveness of that faculty member. Such evaluations shall focus solely on the teaching effectiveness of the faculty member and primary consideration in evaluating effective teaching shall be given to evaluation by members of the department or program of the faculty member who have observed the faculty member's classroom teaching.

### 3. Department and Program Assignments for Adjuncts

Each adjunct bargaining unit member will be assigned to a department or program for purposes of evaluation, seniority, and promotion. Adjunct bargaining unit members-who teach in more than one department or program shall be assigned for these purposes to the department or program where they have taught the greatest number of credit hours over the last three (3) years.

#### B. Adjunct Seniority Status

1. Appointment to courses from the pool of qualified adjunct bargaining unit members shall occur in the following order, following assignment of workloads to full-time faculty pursuant to Article XXVII:
2. Adjunct bargaining unit members with Priority Appointment Status, as defined in Section C below, shall be the first adjunct bargaining unit members to be offered courses in the department or program in which they hold seniority up to their maximum allowed workload. If there are insufficient available courses or sections or courses to provide qualified priority Appointment Status appointees with as many courses/sections as they have requested and if there is more than one Priority Appointment Status appointee requesting available courses, the courses shall be awarded on the basis of seniority. Seniority for purposes of this section shall be computed on the basis of the number of semesters of service. The details of the application of seniority to be applied shall be agreed to by the AAUP and the University.
3. Adjunct bargaining unit members who have taught a minimum of thirty-six (36) credit hours (or the equivalent applied hours) within six (6) consecutive years (including summers) for the University shall be given "preferred" status for courses for which they are qualified in departments and programs in which they hold seniority.

Adjunct-bargaining unit members in this seniority pool will then be offered courses up to their allowable workload. If there are insufficient available courses or sections to provide qualified preferred adjunct faculty in the seniority pool with as many courses/sections they have requested, the available courses shall be awarded on the basis of seniority. Seniority for the purpose of this section shall be computed on the basis of the number of semesters of service excluding summer sessions. The details of the application of seniority to be applied shall be agreed to by the AAUP and the University.

4. Each June, the Provost's office shall generate from its adjunct/overload data base a list of those adjunct bargaining unit members who meet the foregoing criteria. This list will be forwarded electronically to all academic deans' offices and to the AAUP office. The academic coordinator or other designated person in each academic dean's office shall then update that office's seniority list of preferred adjuncts accordingly and provide copies to the department chairpersons and program directors, who will confirm the status of all such adjuncts teaching in their respective departments or programs. Chairpersons shall return the corrected lists to their dean's office, which after reviewing it, shall send copies to the Provost's Office, the AAUP Office, and all adjuncts listed therein.

5. Opportunity to Teach

No adjunct bargaining unit member shall be denied the opportunity to teach a course for the purpose of denying him/her the opportunity to subsequently achieve preferred appointment status or to apply for Priority Appointment status.

C. Adjunct Priority Appointment Status

1. Lawrenceville Adjuncts Holding Priority Appointment Status

Adjunct members of the bargaining unit appointed to teaching departments or programs on the Lawrenceville campus who have previously been granted Priority Appointment status shall continue to maintain such status except for those reasons specified in C 6 below.

2. Lawrenceville Adjuncts Granted Priority Appointment Status

Adjunct members of the bargaining unit appointed to departments or programs on the Lawrenceville campus who attain an average of twelve (12) hours of teaching per year for the previous three (3) years and who apply for and are approved for Priority Appointment status according to the procedures of Section G shall be granted

Priority Appointment status and shall continue to maintain such status except for those reasons specified in C 6 below.

3. Westminster Adjuncts Holding Priority Appointment Status

Adjunct members of the bargaining unit appointed to departments or programs on the Westminster campus, who have previously been granted Priority Appointment status shall continue to maintain such status except for reasons specified in C 6 below.

4. Westminster Adjuncts Granted Priority Appointment Status

Adjunct members of the bargaining unit appointed to departments on the Westminster campus, who subsequent to September 1, 1994, attain an average of twelve (12) classroom hours (or the equivalent applied hours) during the previous three (3) years and who apply for and are approved for Priority Appointment status according to the procedures of Section G shall be accorded Priority Appointment status and shall continue to maintain such status except for those reasons specified in C 6 below.

5. Break in Service

An adjunct bargaining unit member holding Priority Appointment status may request of the dean a break in service of up to one calendar year, which if approved by the dean will not result in loss of Priority Appointment status, nor will that break period be counted towards the calculation of the three-year period for maintenance of this status. One such break may be requested in any five (5) year period. The University shall not be obligated to provide benefits during such a break in service.

6. Loss of Preferred or Priority Adjunct Status

A Preferred or Priority Adjunct will lose that status under the following circumstances:

- a. A twenty-four (24) month break in service (not counting a break authorized according to C 5 above).
- b. A Priority Adjunct bargaining unit member who has taught fewer than thirty-three (33) contact hours over the previous three (3) years.
- c. A Preferred Adjunct bargaining unit member who has taught fewer than thirty-six (36) credit hours over the previous six (6) years.
- d. A determination by the University that the Priority or Preferred Adjunct bargaining unit member is no longer

qualified to teach the courses that they were found to be qualified to teach in the past. Such determination shall be subject to the grievance and arbitration provisions of this Agreement and the burden of proof shall be on the University.

D. Adjunct Library Faculty Holding Priority Appointment Status

Certain adjunct librarians shall be granted priority in appointment for bargaining unit work for which they are qualified (“Priority Appointment status”). Such adjunct members of the library faculty are as follows:

1. Library Adjuncts Holding Priority Appointment Status

Adjunct members of the bargaining unit, who have been employed as library faculty and who have previously been granted Priority Appointment status shall continue to maintain such status if they continue to work, on average, on at least a half-time basis in the most recent three-year period.

2. Library Adjuncts Granted Priority Appointment Status

Adjunct members of the bargaining unit, who are employed as library faculty on at least a half-time basis during the previous three (3) years and who apply for and are approved for Priority Appointment status according to the procedures of Section E shall be accorded Priority Appointment status. They shall continue to maintain such status if they continue to work, on average, on at least a half-time basis in the most recent three-year period.

E. Teaching Workload

Adjunct members of the bargaining unit appointed to departments or programs on the Lawrenceville campus who held Priority Appointment status as of September 1, 1994, and who continue to hold Priority Appointment status and adjunct members of the bargaining unit appointed to departments or programs on the Princeton campus who held Priority Appointment or Preferred Appointment status as of September 1, 2008, and who continue to hold Priority or Preferred Appointment status, shall continue to be eligible to teach up to nine (9) classroom contact hours in a single semester but shall not be eligible to claim full-time status because of such teaching load. All other adjunct members of the bargaining unit shall teach no more than six (6) classroom contact hours (or its equivalent in applied contact hours) in a single semester (except that adjunct faculty teaching Musicianship may teach up to 7.5 classroom hours and adjunct faculty of WCA may teach up to fifteen (15) applied contact hours;

adjuncts teaching Music Theory on the Lawrenceville campus may teach up to 7.0 classroom contact hours) in a single semester.

F. Notice of Workload

The University shall provide adjunct bargaining unit members with as much advance notice as practicable of their next term's workload assignments so as to allow them reasonable time to prepare course materials and to order books and supplies at the same time as the full-time faculty. The University may grant annual contracts to adjunct bargaining unit members who have held Priority Appointment status for a minimum of three (3) years. Such annual contracts are contingent upon sufficient enrollment for the assigned courses. If a course assigned to an adjunct bargaining unit member holding Priority Appointment status is cancelled because of insufficient enrollment, unstaffed courses or courses previously assigned to adjunct bargaining unit members without Priority Appointment status shall be reassigned to the faculty member whose course was cancelled. Courses assigned to an adjunct bargaining unit member holding Priority Appointment status may be reassigned to a full-time member of the faculty whose course assignment, through cancellation of a course or courses, fails to meet the required minimum load. However, unstaffed sections, overload sections, and sections previously assigned to an adjunct member of the bargaining unit-without Priority Appointment status will be reassigned to such full-time member of the faculty before a section or sections are reassigned from an adjunct member of the faculty holding Priority Appointment status. Sections assigned to an adjunct member of the faculty holding Priority Appointment status shall not be reassigned to a full-time member of the faculty to accommodate a request from the full-time member of the faculty for an overload assignment, if such request was not made during the normal workload process.

G. Application Procedures for Priority Appointment Status

To apply for Priority Appointment status, an adjunct bargaining unit member who meets the eligibility requirement set forth in this Article shall notify his/her departmental chairperson/program director by October 15. The full-time members of the department or program shall have the professional responsibility to evaluate the teaching effectiveness or support of the teaching-learning process of such individual and to submit to the dean by November 15 a recommendation concerning Priority Appointment status for such individual. This recommendation shall be based solely on the evaluation of the adjunct member's teaching effectiveness or support of the teaching-learning process. The primary consideration in evaluating effective teaching shall be given to evaluation by members of the department or program of the candidate who have observed the candidate's classroom teaching. The evaluation shall follow the same procedures for departmental participation, candidate's review



of departments and chairperson's reports, and dean's review as set forth for non-tenured faculty members in Article X, Sections A (1-3) and B. The dean shall send to the candidate a written evaluation by December 15, specifying whether the candidate has been granted Priority Appointment status. A candidate who is denied Priority Appointment status by the dean may reapply for such status in any succeeding year, provided the candidate remains eligible.

H. Extension of Priority Appointment Status

1. Procedures for Applying for the Extension of Priority Appointment Status to a New Department

If an adjunct member of the bargaining unit holding Priority Appointment status wishes to teach in a department in which he/she does not hold such status, he/she shall make a written application to the new department, declaring that he/she holds Priority Appointment status and specifying which course or courses he/she requests to teach in the department. The full-time members of the department shall evaluate the applicant's credentials for the specified course(s) and, if a majority of such full-time members deem the applicant academically qualified, the department shall assign him/her up to two (2) available sections of a requested course on a trial basis. Applicants who are deemed unqualified shall not be offered courses in the department. After an applicant who has been deemed qualified has taught two (2) sections in the department, the full-time members of the department shall provide the applicant with a written evaluation or evaluations of his/her teaching with their reasons for approving or denying the extension of Priority Appointment status to the department. To receive departmental approval for the extension of Priority Appointment status, the applicant must receive the approval of a majority of full-time department members. If the department is in a college other than the college in which the applicant originally held Priority Appointment status, the department shall forward any approval of extension of Priority Appointment status to the dean, who will render a decision in the manner provided for the dean in Section G. Applicants who are denied extension of Priority Appointment status by the department or, when relevant, by the dean shall not be offered further courses in that department.

2. Procedures for Applying for Extension of Priority Appointment Status to a New Discipline in a Multi-Disciplined Department

If a part-time member of the bargaining unit holding Priority Appointment status wishes to teach in a discipline within a multi-disciplined department other than a discipline in which he/she holds

Priority Appointment status, he/she must apply for extension of Priority Appointment status to the second discipline, following the procedures in Section 1.

I. Promotion of Adjunct Bargaining Unit Member

Adjunct members of the bargaining unit shall be eligible, after the completion of at least four (4) semesters, to apply for promotion from Adjunct Instructor to Adjunct Assistant Professor, at least six (6) semesters after appointment or promotion to Adjunct Assistant Professor for promotion to Adjunct Associate Professor, and at least six (6) semesters after appointment or promotion to Adjunct Associate Professor for promotion to Adjunct Professor. All of the above requirements refer to teaching at the University during the Fall and Spring semesters. Adjunct faculty who hold the rank of instructor shall automatically be promoted to the rank of Adjunct Assistant professor if they hold the appropriate terminal degree.

Candidates shall apply for promotion by contacting the appropriate department, program, or division and making arrangements for evaluations by the department chairperson or director and the members of the department, program, or division. Such evaluations shall be forwarded to the appropriate college/school Promotion and Tenure Committee and the application shall be processed by such with all of the procedures provided for in Article VIII. For processing of applications for promotion of adjunct bargaining unit members who are not assigned to a college, three (3) faculty bargaining unit members selected by the members of the program, as defined by the UAPC, the director, the Provost, the Associate Provost, and the Chairperson of the Promotion and Tenure Committee shall serve as a Promotion Committee. Standards for promotion shall be as follows:

1. Effective Teaching or Support of the Teaching-Learning Process

Candidates must show evidence of effective teaching or, for library faculty, effective support of the teaching-learning process, as required under Article VIII for full-time members of the bargaining unit.

2. Scholarly and/or Appropriate Professional Activity

For promotion from Adjunct Instructor to Adjunct Assistant Professor, candidates must show evidence of scholarly and/or appropriate professional activity. For promotion to a higher rank, evidence of some scholarly activity of the nature described in Article VIII for full-time members of the bargaining unit is required.

3. Contributions to Department, College, or University

Candidates must show evidence of contributions to the department,

college, or University.

J. Faculty Rank and Tenure

Appointment of adjunct faculty on a continuing basis under this Article does not entitle such adjunct faculty members to full-time tenure track appointments. Nor shall possession of an adjunct faculty rank entitle an individual to the corresponding rank if such individual becomes a full-time member of the faculty. Instead, such individual shall be required to undergo the appointment procedure under Article VII and may be assigned such rank as may be appropriate.

K. Salary Limits

In the event that a full-time member of the bargaining unit leaves the ranks of full-time faculty, and is subsequently hired as an adjunct, his/her salary will be no greater than that which he/she would have earned if he/she had remained on the full-time faculty, reduced to the proportion of the full-time load he/she is teaching.

L. Working Conditions

1. All adjunct faculty shall have access to appropriate space in order to meet privately with students in their classes.
2. Adjunct faculty shall have access to all course-support services (secretarial, copying, mail, etc.) on the same basis as full-time faculty.
3. All adjunct faculty shall be provided with learning management system, voicemail, and email accounts. Priority adjunct faculty members shall have such accounts year-round.
4. All adjunct faculty shall be provided with a mailbox which they may access during their normal teaching schedule.
5. All adjunct faculty will, on request, be provided with lockable storage space sufficient to store teaching materials and hats, coats, pocketbooks, etc.

**ARTICLE XVIII**

**EVALUATION**

A. Evaluation Procedures for Reappointment, Promotion, Tenure, Retention

All evaluations relating to reappointment of non-tenured faculty,

librarians, and professional athletic staff, promotion, tenure, and retention shall be conducted in accordance with the Articles on Reappointment, Promotion and Tenure, Professional Athletic Staff, and Lay-Off contained in this Agreement.

B. Course Evaluations

Each semester, it shall be the professional responsibility of each member of the faculty, for his/her professional development, to solicit the students' evaluations of each course section taught by such faculty member. Prior to the final week of classes each semester, including summer and January sessions, the University shall provide each faculty member with a sealable envelope and the faculty member shall provide the applicable dean a copy of the form to be used for that semester's evaluations. Completed course evaluations collected from students shall be placed in the sealable envelopes. The faculty member shall sign his/her name across the seal, seal the envelope, and deliver it or have it delivered to the office of the dean of the college offering the course. The dean may open the envelopes and review the evaluations, or delegate that task to an associate dean of the college, or choose not to open them at his/her discretion. Normally deans and associate deans will be selective in reviewing copies of completed course evaluations; however, circumstances may, from time to time, make it appropriate to review all faculty course evaluations within a college. When the dean exercises this right, he/she shall provide written notice, containing his/her reasons for doing so, to the faculty member(s) with a copy to the AAUP. For the professional development of the faculty member, the dean or associate dean may schedule a meeting with the faculty member to review the course evaluations, or he/she may share the course evaluations with the faculty member's chair to use for developmental purposes. The University may not use course evaluations for purposes of discipline, promotion, or tenure, unless introduced for such purposes by the faculty member.

The UAPC will be charged with the establishment of a committee to develop a set of recommendations as to what each course evaluation should ask and a list of areas that they should not ask about. They will not make recommendations about the form of the question (i.e., that it be scaled, or that it not be open ended). The committee's recommendation will go to the UAPC, which may or may not accept the committee's recommendation, but will be expected to implement a set of criteria. Any policy established will not keep a faculty member from adding additional questions to any instrument as long as they do not ask about areas that the policy has placed off limits.

C. Department and Academic Program Evaluation

Each department or academic program will engage in a systematic evaluation of its operation on a schedule and with outside-evaluator

participation as agreed to by the department or program and the Provost. Any department/program whose operation is subject to external unit-specific accreditation (for example AACSB, ACS, CACREP, CAEP, NASM, etc.) is exempt from such evaluation.

## **ARTICLE XIX**

### **PAST PRACTICES**

This Article is intended to deal with matters not specifically referred to in other provisions of this Agreement. Except as modified by this Agreement, substantive past practices and policies in effect at the date of the execution of this Agreement that affect terms and conditions of employment shall be continued in effect. At Westminster Choir College, such past practices and policies refer to those past practices and policies in effect as of the date of the merger between Westminster Choir College and Rider University and those created thereafter. For the purpose of this Article, substantive practices shall be defined according to factors such as the impact on the number of bargaining unit members affected and/or the inherent quality of such policies or practices. If the continuation of any such practices or policies shall entail substantially increased expenditures, then the parties will attempt to resolve any disagreement concerning the continuation of such practices or policies, pursuant to the grievance procedures specified in this Agreement. In the event that such resolution cannot be arrived at through the grievance procedures, then the matter shall be determined by arbitration, as provided by this Agreement. In reaching a determination of such an issue, the arbitrator shall balance the amount of substantially increased expenditures with the impact upon the unit member or members. In the event such arbitrator shall determine that the benefit of continuation of such past practice and policy shall outweigh such increased expenditure, he/she shall direct its continuation. In the event that he/she shall determine that such benefit does not justify the increased expenditure, he/she shall direct that such past practice or policy need not be continued in effect or he/she may direct an alternative solution to the issue. In addition, a contention by the AAUP that a substantive past practice or policy affecting terms and conditions of employment has not been continued in effect in violation of this Article may be processed under the grievance procedures including arbitration specified in this Agreement, even if continuation of such past practice or policy does not involve substantial expenditures of monies by the University.

## **ARTICLE XX**

### **MANAGEMENT RIGHTS**

The authority and right of the Board of Trustees to govern the affairs of the University, except as modified or limited in this Agreement,

is recognized by the AAUP. All management rights and functions, except those which are changed or modified by this Agreement, shall remain vested in the Board of Trustees and its designees. The power and duties of the Board of Trustees under the laws of this State and the Charter granted to this University shall not be impaired or limited, except as may be set forth in the provisions of this Agreement.

## ARTICLE XXI

### AGENCY RIGHTS

#### A. Association Security

The parties recognize that this is an agency shop agreement and in accordance with such it is understood that each bargaining unit member who is not a member of the AAUP shall, nevertheless, thirty (30) days following commencement of employment or the execution date of this Agreement, whichever is later, be required to contribute to AAUP as representation costs, an amount equivalent to such dues as are from time to time authorized, levied, and collected from the general membership of AAUP. Bargaining unit members who are not members of AAUP and who, annually in the case of full-time members of the bargaining unit and upon each appointment for part-time/adjunct members of the bargaining unit, file an affidavit with the University, together with a copy thereof with the AAUP, to the effect that such individuals conscientiously object to participation in and support of collective bargaining activities on their behalf shall be required to make a contribution to the Rider University Memorial Scholarship Fund in an amount equivalent to the representation costs for which they would otherwise have been responsible. Such individuals shall forward to the AAUP a check payable to the Rider University Memorial Scholarship Fund and the AAUP shall promptly transmit the check to such Fund. Upon payment of such contribution, a bargaining unit member shall have no further obligation under the provisions of this Article for the balance of such academic year or, in the case of a part-time/adjunct bargaining unit member, for the balance of such semester or season.

#### B. Enforcement

The parties recognize that the failure of any member of the bargaining unit to pay his/her dues or representation costs to AAUP or his/her in lieu contribution to the Scholarship Fund as aforesaid shall be deemed just and reasonable cause for the termination of such individual's employment and for the non-reappointment of such individual in a bargaining unit position at Rider University. The procedure to be followed in the event of a violation of the requirements of this Article shall be as follows:

### 1. Notification Regarding Non-Compliance

The AAUP shall notify the member of the bargaining unit of non-compliance with the terms of this Article by certified mail, return receipt requested, or by personal service. Said notice shall state the fact of non-compliance, shall quote the language and terms of this Article, and shall advise such individual that a 30-day period shall be afforded for compliance. In addition, such notice shall indicate that failure to effect compliance within such 30-day period may result in a request being filed with the University by AAUP for the termination of such individual's employment and/or the non-reappointment of such individual in a bargaining unit position at Rider University.

### 2. Termination for Non-Compliance

In the event that such member of the bargaining unit, after receipt of the aforesaid notice and the expiration of such 30-day period, shall fail to comply with the requirements of this Article, the AAUP shall notify the University of such failure in writing. The University shall then send a letter to such non-complying member of the bargaining unit, terminating his/her employment and advising him/her that he/she will not be appointed or reappointed to a bargaining unit position at Rider University. Such termination shall observe the standards of notification for other terminations referred to elsewhere in this Agreement. The AAUP agrees to indemnify and hold harmless the University against any and all expense, liability, damage, or loss, including attorney's fees, resulting from a termination under this Article, which termination is found to be wrongful by reason of any action or failure to act by the AAUP. The University shall maintain a list of individuals who have been terminated or non-reappointed to bargaining unit positions due to non-compliance. Individuals on this list may not be hired for any bargaining unit position. Such list shall be updated twice a year and shall be provided to all chairs, directors, deans, and the AAUP office by December 1 and June 1 of each year.

### C. Dues Check-Off

The University will deduct from the salary of all members of the bargaining unit AAUP dues or representation costs, as aforesaid, required to be paid by such members of the bargaining unit upon the condition that AAUP furnish the University in due and proper form in conformity with the provisions of the Taft-Hartley Act and amendments thereto, authorization cards, in writing, duly executed by the members of the bargaining unit permitting such deductions. Such deductions shall be made from the salary check due each such member of the bargaining unit each month when dues

or representation costs are due, and the University shall remit same to the AAUP no later than fifteen (15) days after the date of such deduction.

## ARTICLE XXII

### GRIEVANCE AND ARBITRATION PROCEDURE

#### A. Purpose

The purpose of the Article is to provide a prompt and efficient procedure for the investigation and resolution of grievances as defined herein.

#### B. Definition

A grievance is an allegation by the AAUP that there has been a breach, misinterpretation, or improper application of the terms of this Agreement. Except as set forth in Section E, the grievance procedure provided for herein shall not include any complaints relating to appointments, reappointment (except as specifically set forth in Article XVI), annual evaluations, academic governance (except as specifically set forth in Article XIII), promotion and tenure, provided, however, that the AAUP may file a complaint in the areas mentioned previously, solely on the basis that due process under the procedures set forth elsewhere herein with regard to appointment, reappointment, annual evaluations, academic governance, promotion and tenure, has not been followed. Such procedural complaint shall not be filed until the grievant has exhausted such appeals procedures as are provided for herein. In such cases, the arbitrator's jurisdiction shall be limited to a determination, including appropriate remedies, as to whether the procedures called for herein have been adhered to so that due process as required under this Agreement shall not be violated. In the case of academic governance, questions as to whether a matter is within the scope of jurisdiction of an Academic Policy Committee are arbitral hereunder.

#### C. Grievance Procedure

Where special procedures relating to arbitration have been provided for elsewhere in this Agreement, they shall apply. Otherwise, the following procedure shall apply. Grievances may be filed by the AAUP on behalf of any member or group of members of the bargaining unit. A written grievance by the AAUP must be filed in duplicate with the dean or the associate dean of the respective college, the Provost or the Associate Provost, or, in the case of the libraries and Athletic Department, with the Dean of University Libraries or the Director of Athletics, within thirty (30) calendar days after the event or state of facts giving rise to the grievance becomes known to the grieving party. However, in all cases, including adjunct faculty out of contract, the initiation of a grievance must be filed



within ninety (90) calendar days after the occurrence of the facts upon which it is based.

1. Step One

The grievance must be stated, in writing, setting forth the basis therefor and the relief requested. A meeting regarding the grievance will be held within fourteen (14) calendar days from the date of filing of the grievance, between the bargaining unit member or members involved and a representative of the AAUP, and a representative designated by the University from the affected college, library, or athletic staff. A decision shall be rendered in seven (7) days and the AAUP shall have seven (7) days thereafter to appeal to Step 2.

2. Step Two

If the response to Step 1 does not resolve the grievance, it may be appealed at the second step to the Provost, or his/her designee, by the AAUP within seven (7) calendar days after the Step 1 decision has been rendered, and the Step 2 meeting shall be held within seven (7) calendar days after written notice of appeal from Step 1 has been delivered. The meeting at the second step of the grievance procedure shall include the Provost of the University, the dean or his/her designee, and such other representatives for the University as the Provost may designate, and representatives of the AAUP. It may include the bargaining unit member(s) involved. A decision shall be rendered within fourteen (14) calendar days after the Step 2 meeting.

3. Step Three

If the grievance is not resolved at Step 2, then within thirty (30) calendar days after the determination reached at Step 2, the AAUP may request arbitration. The parties shall bear equally the costs of such arbitration; however, each party shall bear its own costs for counsel fees, witness fees, and transcripts, if any. There shall be no outside arbitration with regard to issues arising in connection with appointment, reappointment, annual evaluation, academic governance, promotion and tenure, except as provided in Section B alleging violation of the procedural requirements assuring due process as set forth under the appropriate sections of this Agreement or as provided in Section D or as provided in Articles XIII and XV.

By mutual consent of the AAUP and the University, in writing, any one or all of the steps provided for herein (except Step 3) may be waived, and the grievance may be submitted directly to arbitration in accordance with Step 3.

The decision of the arbitrator shall be final and binding on the parties. However, the arbitrator may not alter, modify, add to, or change the terms of this Agreement.

Arbitration hearings may be held on the Rider University campus or another mutually agreed-upon site and shall be administered under the Labor Arbitration Rules of the American Arbitration Association.

Arbitrators shall be chosen from the following list, which has been agreed upon by the parties:

Margaret Brogan  
Scott Buchheit  
James Mastriani  
Gerard Restaino  
Alan Symonette  
Jeffrey Tenner  
Bonnie Siber Weinstock  
Joel Weisblatt

Grievances processed to arbitration shall be assigned to the listed arbitrators sequentially for each successive arbitration during this Agreement and successor Agreements. However, in the event the arbitrator who is next in line to hear a case cannot provide a hearing date within sixty (60) days of the request, the next named individual shall be contracted for a hearing date, unless this time limitation is waived by the parties. In the event that both parties agree that a grievance is of such a nature that time is of the essence, the arbitrator from the list who can provide the earliest hearing date shall be selected.

The calendar day limitations in Steps 1 through 3 shall be suspended during scheduled University vacations and holidays and during the summer session or upon mutual agreement by both parties. The time limitations during these periods shall be agreed upon in writing by the Chief Grievance Officer of the AAUP or his/her designee and the Provost or his/her designee within ten (10) days of the filing of the grievance by the AAUP.

#### D. Expedited Arbitration

In the event the AAUP alleges in good faith a violation of Article XXIII (No Strike; No Lockout) or if in good faith the AAUP alleges immediate irreparable injury to its interests, the AAUP may unilaterally waive Steps 1 and 2 and proceed immediately to expedited arbitration. The parties shall cooperate in scheduling a hearing date for such expedited arbitration as soon as may be practicable. Under such circumstances, the arbitrator shall have the same powers and constraints as otherwise specified in the Agreement, but shall issue an oral decision before the written award.

In the event a matter is submitted for expedited arbitration, the University agrees not to implement the intended action or to cease and desist any ongoing action that is under challenge for forty-five (45) days. Notwithstanding the foregoing, the University may proceed immediately to implement actions concerning dismissal or suspension of a bargaining unit member if the University has compelling concerns about his/her ability to maintain minimal order in the classroom or there is reason to believe that the bargaining unit member poses a substantial danger to the University or the community. In such cases, the AAUP shall be notified as soon as the University initiates dismissal or suspension procedures so as to meet and discuss the matter.

E. Application of Grievance Procedure

It is understood and agreed that the AAUP may utilize the full grievance procedure provided for herein with respect to action by the Board of Trustees that the AAUP claims is violative of the requirement that the Board of Trustees not, without written substantive basis, substitute its judgment on the professional expertise of the candidate for properly documented judgments submitted to the Board of Trustees in connection with Promotion and Tenure pursuant to Article VIII. However, no such grievance may be filed on the basis that any recommending body has substituted its judgment on the professional expertise of the candidate on the grounds of inadequate departmental documentation for the judgment of another body. No such grievance may be filed in the event of denial of promotion and/or tenure unless the bargaining unit member in question has completed an appeal to the Trustees Appeals Committee.

In the event of such a grievance, the arbitrator's authority shall, in all events, be limited with respect to a remedy to remanding the matter to the Board of Trustees for redetermination. In no event may an arbitrator direct the granting of tenure or the awarding of a promotion. In the case of a grievance to the effect that a dean has failed to meet a deadline set by Article VII(A), the arbitrator shall not have the power to include in her/his award either the creation or approval of a new line or approval or initiation of a search.

**ARTICLE XXIII**

**NO STRIKE; NO LOCKOUT**

The AAUP, its officers, agents, affiliates, members, and employees agree that, so long as this Agreement is in effect, there shall be no strikes, slowdowns, stoppages of work, concerted efforts not to meet classes, boycotts, or any other concerted acts that interfere with the normal operations of the University. During the term of this Agreement, there shall

be no lockout of the members of the AAUP by the University. Any violation of the foregoing may be made the subject of a disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation to any other remedy under law for such violation.

Nothing contained in this Article shall compel any bargaining unit member to cross a picket line established at the University by any other union. Bargaining unit members honoring such a picket line shall not be paid for any days on which they miss scheduled work assignments as a result of honoring such picket line. The AAUP shall not be liable to the University by reason of any bargaining unit member's refusing to cross such a picket line.

## ARTICLE XXIV

### GENERAL WORK CONDITIONS

#### A. Keys

Upon written request, the University shall provide bargaining unit members with a key to the building in which such person's office and/or department is housed. Said key must be returned upon termination of employment with the University.

#### B. Offices

The University shall provide each full-time bargaining unit member with suitably equipped private office space and the necessary supplies for such person's work. Such offices shall be constructed according to the plans mandated by Article XXIII, Section B of the 1991-1994 Agreement between the University and the AAUP. Such offices shall be secure, subject to applicable engineering or regulatory requirements. Westminster faculty shall have priority for offices/studies in available space on the third floor of Erdman.

Where one-on-one instruction is required, appropriate space will be made available to full-time and adjunct faculty. Planning for future academic spaces shall meet the contractual requirements for full-time faculty offices and consider the needs of adjunct faculty, which shall be met to the extent that there is space available to do so.

The University recognizes the desirability of having offices for bargaining unit members that provide at least 110 square feet of usable office space and, where practicable, will achieve such a standard for any newly constructed offices.

Offices shall be equipped with a desk, chair, and such file cabinets,

bookcases, and shelving as may be needed and as space permits. Requests for additional file cabinets, bookcases, and shelving shall be filled as soon as the requested materials can be provided by the University's supplier.. The University shall renovate and/or repair faculty offices, bathrooms, classrooms, and faculty lounges, as needed, based upon an annual assessment by the Director of Facilities. This assessment will be provided for information purposes to the FMC and AAUP. Requests of an emergency nature shall be made through the department chairperson and such requests, if justified, shall be immediately filled, even if funds are not available in the departmental budget. The parties both recognize the desirability of providing each full-time faculty member or full-time member of the professional athletic staff with a private office near his/her professional colleagues. The University shall furnish a list of all office assignments to the AAUP. The carrels in Moore Library shall be reserved exclusively for the use of the faculty. The University shall provide tuned pianos and appropriate sound system equipment for those faculty who have professional need for such equipment, including a tuned grand piano for all full-time faculty teaching applied piano courses.

A joint task force will be established to ascertain the use of the carrels in Moore Library with the goals of determining current use, consolidating those carrels currently in use, and reallocating the remaining space. As current users cease to require their carrels, such carrels likewise will be decommissioned and the space reallocated.

#### C. Parking

The University shall, during the term of this Agreement, maintain, without charge, parking areas for members of the bargaining unit, near or adjacent to the buildings in which bargaining unit members have their offices, in lots with appropriate gates and/or signage in accord with existing practice. The University shall provide at least as many parking spaces near or adjacent to these buildings as there are bargaining unit members with offices in those buildings. All bargaining unit members will be provided the means of access to faculty/staff parking lots on both campuses; full-time and priority adjunct bargaining unit members will be provided permanent stickers, while other adjuncts will receive temporary permits while under contract.

During all times that classes are being taught, priority shall be given by Security to ticketing cars parked illegally in the faculty/staff parking lots, especially during the first three (3) weeks of classes in the spring and fall. Faculty lots shall be checked regularly thereafter and illegally parked cars ticketed. Repeat offenders shall be promptly towed. Bargaining unit complaints regarding illegally parked vehicles shall be handled promptly.

#### D. Lounges

The University shall provide and maintain for the use of bargaining unit members one (1) lounge in each building in which bargaining unit members have offices. The parties agree that the present lounge facilities, where they exist, in each of such buildings constitute compliance with the requirement for faculty lounges. The University shall provide for lounges in any future buildings in which bargaining unit members regularly perform their professional duties.

E. Dining Facilities

The University shall make reasonable efforts to maintain a dining room on the Lawrenceville campus as a dining facility for use by members of the bargaining unit and other employees of the University during the periods of University activity. The hours of this dining room will be such that faculty teaching classes around the lunch and dinner periods will have at least one (1) hour to use the room. The designated room may be used by other members of the University community, provided such use does not interfere with its availability and use by the members of the bargaining unit

F. Secretarial Aid

The University shall continue to provide secretarial services for the bargaining unit members of each department at least equal to that which it provided during the 2001-2002 academic year. There shall be one (1) secretary for each 25 full-time bargaining unit members and pro rata support for fractions of 25. The University shall provide the AAUP a list of such secretaries. Such secretaries shall be designated for the primary use by the bargaining unit members and chairs. Where a secretary is designated for a department, the department chair is the manager with primary responsibility with regard to hiring, supervising, and evaluating the secretary. If a secretary is designated for more than one (1) department, the dean shall designate the supervisor.

G. University Equipment and Service

1. Information Technology

The University shall provide each full-time bargaining unit member with either a desktop or laptop computer that meets the minimum computer standard established by the Information Technology Advisory Committee. The University shall replace obsolete academic and library computing facilities and upgrade them on an ongoing basis. The determination of when such replacement or upgrading is necessary shall be made by the Associate Vice President for Information Technologies in consultation with the appropriate academic dean(s) and the Information and Technology Advisory Committee. A bargaining unit member designated by the AAUP Executive Committee shall be included on all committees

established by the University to discuss information technology. The University shall provide each bargaining unit member upon request with an account on the Rider-network through which the bargaining unit member may utilize University computer services available to a full-time bargaining unit member.

2. The University's goal is to provide each classroom with the technology appropriate to support the teaching and learning process. All classrooms will be equipped with shades or other means for darkening the room in order to allow the effective use of projection equipment.

3. For classrooms without instructional technology, upon forty-eight (48) hours' advance notice to OIT, a bargaining unit member shall have in a classroom a record player, an overhead projector, a computer projection system, a tape recorder, a slide or film projector and screen, and/or a video cassette recorder and television monitor, and/or a compatible classroom to the extent such equipment is available. The University shall use its best efforts to provide such equipment on less than forty-eight (48) hours' notice. Where departments and programs have indicated the need for specially equipped classrooms in their workload plan, the University shall make reasonable efforts to meet such requests. When there are more requests for such classrooms than there are such classrooms available, the University shall allocate the rooms in a fair and equitable manner. In cases where a department or program has requested such a classroom and such request cannot be met, the dean shall return the workload plan to the department as specified in Article XXVII(C).

#### 4. Duplicating and Postal Services

Each member of the bargaining unit shall have adequate access to duplication equipment and postal service. On the Lawrenceville campus, in addition to the Duplicating Center, the University shall continue to provide and maintain satellite photocopying facilities with at least their current level of equipment in each building in which bargaining unit members have offices. At Westminster, the University will continue to maintain at least two (2) photocopy machines (at least at their current level of equipment) in Williamson Hall. The University will also provide duplicating equipment in each building in which bargaining unit members have offices, and will discuss selection of such duplicating equipment with the AAUP. All such equipment shall be upgraded at least once every five (5) years. Duplicating equipment will be housed in such a way as to be available to faculty for at least one hour prior to the first class of the day and at all times when classes are in session.

#### 5. Cleaning

Offices, classrooms, laboratories, rest rooms, lounges and hallways shall be kept in a clean and orderly condition. The regular cleaning schedule arranged by the University shall be adhered to. The University shall continue to provide, within each building where bargaining unit members regularly carry out their duties, an employee whose primary responsibility shall be to maintain such facilities in a clean and orderly state.

#### 6. Telephones

Each full-time bargaining unit member's office shall continue to be equipped with a telephone with its own extension number and voicemail. The University shall provide all adjunct bargaining unit members upon request with a private voice mailbox. Priority adjuncts will have continuing service; other adjunct bargaining unit members will have this service while under contract.

#### 7. Classroom Facilities

The University shall provide safe classrooms and/or laboratories for each section of a course assigned to a bargaining unit member and shall continue its past practice of appropriately equipping such classrooms and/or laboratories. The maximum occupancy rates for all such classrooms and/or laboratories shall be clearly posted.

#### 8. Mileage Rates

University vehicles, when available, may be used by members of the bargaining unit in fulfillment of their professional responsibilities, provided that requests for reservations for the use of such vehicles are made in advance and approved by the University. Except as set out hereafter, for any use of a private vehicle by a bargaining unit member, which use is approved by the University, such member shall be reimbursed at the then-prevailing Internal Revenue Service approved rate.

#### 9. Photocopies of Journal Articles

Library personnel will photocopy and provide one copy of journal articles from hard copy or microform for bargaining unit members within forty-eight (48) hours of receiving a journal reference or citation. Requests for copies of articles from journals not subscribed to by the Rider University Libraries will be transmitted within forty-eight (48) hours of their receipt.

### H. Environmental Conditions

#### 1. Facilities Monitoring Committee

A joint Facilities Monitoring Committee is hereby established



which will be comprised of two (2) members appointed by the AAUP Executive Committee, the Vice President for Finance or his/her designee (who shall convene the committee), the Assistant Vice President for Facilities Planning and Auxiliary Services or his/her designee, the Provost or his/her designee, and the Deans of the Colleges of Business Administration, Liberal Arts, Education, and Sciences, and Westminster College of the Arts, or their designees. The committee shall review all proposals that would affect the availability, use and/or allocation of academic space and the physical conditions of those spaces and make recommendations to the appropriate bodies on such proposals. The committee shall also monitor the general condition of campus academic buildings, facilities, and services and make recommendations with respect to building temperatures, parking regulations and restrictions, campus lighting, cleaning of campus buildings, availability of supplies and campus conditions which affect the comfort and physical well-being of members of the bargaining unit. The University will promptly correct any conditions that endanger the health and safety of members of the campus community. The committee will meet on a monthly basis during the academic year and at least once during the summer.

## 2. Environmental Audit Science Hall

The University shall retain a reputable firm to begin an environmental audit of Science Hall by January 1, 2015 and to be completed within one (1) year. Such audit shall include recommendations for remediation of any problems with:

- Environmental asbestos;
- Storage or use of harmful, hazardous or toxic materials;
- Air quality;
- Drinking water quality;
- Mold and mold spores, and
- Condition of the heating and cooling units.

## 3. Temperature Range

Classrooms, offices, and laboratory temperatures shall normally be maintained within the range of 68°F to 75°F. When offices are not within this temperature range, faculty may cancel scheduled office hours until such time as the temperature is within the range, and where classrooms cannot be maintained within the range, the courses will be reassigned to another room, where possible, which can be maintained within this temperature range. Complaints in regard to this matter shall be transmitted to the Office of the

Associate Vice President for Facilities Services and will be answered promptly.

#### 4. Noise

The University shall continue to prevent, with rare exceptions, routine environmental maintenance activities, such as lawn mowing, bush trimming, leaf blowing, and vacuuming from occurring within the vicinity of classroom buildings during regularly scheduled class periods. Efforts will be made to limit trash collection during these times as well. Complaints in regard to noise shall be transmitted to the Office of the Associate Vice President for Facilities Services.

#### I. University Store

The University Store and members of the bargaining unit will continue to adhere to the policy for ordering books agreed upon between the University and the AAUP. A copy of this policy will be provided to all faculty in each semester in which they are scheduled to teach. The respective deans will consult with the appropriate University Store, from time to time, to assist in determining appropriate initial and follow-up book orders for courses, and will monitor the book-ordering process on an ongoing basis, advising of changes of which the dean becomes aware. The University and the AAUP acknowledge their mutual commitment to making available to teaching faculty, on a timely basis, an adequate supply of books needed for instructional purposes. The University shall require any outside management company to conform in its management of the University Store to all relevant sections of the present or any future agreements between the University and the AAUP. The University also agrees to require such management company to abide by any relevant award of an arbitrator. In fulfillment of this obligation the University will use all of its rights and authority under its contract with such management company, up to and including termination of that contract. The University agrees not to alter the management of either University Store without prior discussion with the AAUP.

#### J. Students With Disabilities

The University will continue to abide by the Learning Disability Policy and procedures passed at the UAPC meeting on November 3, 1998, and entitled UAPC Policy 98-2. No bargaining unit member will be required to provide accommodations that waive or eliminate essential academic requirements. Bargaining unit members will be provided reasonable notice of any requested accommodation and the University shall provide the necessary equipment and professional support staff (including appropriately trained and unbiased graduate assistants) necessary for

providing a reasonable accommodation for a student's disability.

K. Faculty Benefit Information

The University shall post on its website a copy of this Agreement and provide the link to each member of the bargaining unit and to each candidate for a bargaining unit position interviewed on campus, and shall distribute a summary of employee benefits available to full-time bargaining unit members, which summary shall be prepared by the AAUP and agreed to by the parties. The University will also distribute all information concerning employee benefits required to be distributed by law. In addition, the University shall provide hard copies of the Agreement to the AAUP and individual bargaining unit members upon request.

L. December Pay Check

The University shall provide the December pay check on or before December 15, whenever practicable.

M. Personnel Directory Listing

The University shall initiate a review of the several existing personnel-directory listings and implement a single consolidated and effective electronic directory.

N. Check Cashing

The University shall provide check-cashing facilities on both campuses. Bargaining unit members shall be entitled to cash checks in amounts up to \$100, except during regularly scheduled non-check cashing periods during the year, which will be announced by the University on an annual basis.

**ARTICLE XXV**

**UNIVERSITY RESPONSIBILITY FOR LEGAL DEMANDS  
ON BARGAINING UNIT MEMBERS**

The University shall ensure effective legal and other representation and indemnification in the first instance for any bargaining unit member named or included in lawsuits or other extra-institutional legal proceedings arising from the discharge of institutional or other related professional duties or in the defense of academic freedom at the University. Such representation and indemnification shall:

1. Include all stages of such legal action, threatened or pending, in a judicial or administrative proceeding, and all aspects of the use of

compulsory service up to the first appellate court above the trial court, whether or not the bargaining unit member is a party in the proceeding.

2. Include effective legal representation of the bargaining unit member's interests, either by the University's regular counsel or by counsel specifically retained by the University, or counsel provided by an insurance carrier with due attention to potential conflicts of interest.

3. Be applicable whether or not the University is also named or included in the legal action.

4. Provide for all legal expenses, for all other direct costs and for court judgments and settlements.

5. Cover wrongful acts, where "wrongful acts" means any actual or alleged error, omission, act, or breach of duty in the discharge of duties to or on behalf of the University or any related professional duties. "Wrongful acts" include, but are not limited to unlawful discrimination or violation of civil rights; sexual harassment; failure to hire or promote; denial or removal of tenure; constructive discharge; breach of an individual employment contract; unlawful discrimination in the terms and conditions of employment; failure to grant due process; educational malpractice or failure to educate; negligent instruction; negligent coaching; failure to supervise; inadequate or negligent academic guidance or counseling; improper or inappropriate academic placement or discipline; invasion of privacy or humiliation; infringement of copyright, trademark, or patent; plagiarism or idea misappropriation; oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services, including such publication in a book, newspaper, or other publication, or broadcast over a radio, cable or television station; negligent coaching, athletic guidance or counseling; improper athletic placement or discipline; or scientific misconduct.

However, coverage does not include any wrongful act committed by a bargaining unit member with the knowledge that it was unlawful or with the intent to harm or injure if a judgment or final adjudication establishes such knowledge or intent. (By "intent to harm" is meant not only that the act was intentional, but also that the individual intended to cause the harm or injury.)

6. Include the full cooperation of the bargaining unit member with the University and with counsel provided by the University, including but not limited to providing the University with reasonably-timely notice of any claim or threatened claim to the Associate Provost.

7. Not involve any settlement of any claim without the express agreement of the affected bargaining unit member. If the bargaining unit member

refuses to consent to a reasonable settlement that the University recommends, the University shall be responsible only for the amount of damages the claim could have been settled for and for defense costs incurred up to the date of such refusal.

The University at its expense shall provide effective legal and other representation to legally resist compulsory legal demands for intrusive, disruptive, or confidence-breaking disclosures involving a bargaining unit member's work products produced in the discharge of his/her University duties. Such resistance shall continue until all legal remedies at least up to the first appellate court above the trial court have been exhausted. In cases where the University possesses the subject data or has the physical capacity to respond directly to compulsory legal process involving a bargaining unit member's work product, the University shall actively enlist the participation of the bargaining unit member in resisting disclosure and shall refuse to make any such disclosure or to surrender any such work product until all legal remedies up to the first appellate court above the trial court for the protection of the material have been exhausted.

## **ARTICLE XXVI** **OPEN CLASSROOM**

The parties acknowledge that the activities of the classroom are an integral part of the teaching-learning process and constitute a significant aspect of the professional role of the faculty member. Members of the Board of Trustees, the academic dean of each college, and others holding academic rank at Rider University, shall be welcome to visit classes. Such visitors shall observe the professional courtesies and amenities of the academic environment and shall always honor the integrity of the classroom. Visits shall be made with at least forty-eight (48) hours' advance notice, unless waived by the affected faculty member, or unless an emergency exists which threatens the physical or psychological well-being of students, the affected faculty member, or others, giving rise to a need to visit the classroom without such prior notice. Such visits may produce formal written evaluations of classroom instruction. No evaluation of the faculty member shall be made and submitted to any third party unless the faculty member is notified thereof and given a copy of the written evaluation.

## **ARTICLE XXVII** **TEACHING WORKLOAD**

### **Workload Preamble**

The parties acknowledge that, in addition to a faculty member's classroom teaching assignment, full-time members of the faculty have

responsibilities to the University which include scholarly activities, as well as activities referred to as "value" in Article VIII, Section E(3); "value" workload responsibilities are covered in Article XXIX. The AAUP acknowledges that the University's continuing rights with respect to workload planning under this Article include the following:

1. Courses taught out-of-load, whether on an overload basis or by adjuncts, are subject to the dean's approval;
2. The University has the right to determine maximum and minimum enrollment levels subject to the procedures set forth in Section C;
3. The dean, subject to the procedures set forth in Section C, may reject an annual workload plan that fails to:
  - a. provide for required core, major, and service courses at either Princeton or Lawrenceville, including those of other colleges and schools that have been approved for meeting those requirements both by the APC of the college or school that is requiring the course of its students and by the APC of the college or school that is providing the course;
  - b. distribute classes throughout the class day in such a way as to fit into available classroom space and to otherwise meet the demonstrated scheduling needs of students;
  - c. provide for projected student enrollments;
  - d. utilize fairly and effectively the professional competencies of the faculty;
  - e. reflect appropriate consideration of the information provided to a department or program by the dean;
  - f. satisfy the needs for courses and sections consistent with the relative priorities of courses, as set forth in this Article.
4. The dean, subject to the procedures set forth in Section D of this Article, has the right to determine the frequency with which courses shall be offered.
5. Both the ~~Dean~~ and the Provost will continue to have the authority to offer workload release for special projects, but some activities previously supported by workload releases will continue to be absorbed as part of normal departmental or program

responsibilities.

A. Workload Information

By October 15 of each year, the dean or associate dean shall meet and discuss with his/her respective departments and programs course and workload information for the following year, including the summer and J-term, or shall provide such course and workload information to the departments and programs by written presentation. Such information will include recent enrollment history, enrollment projections, and known curricular changes from elsewhere in the institution that may affect enrollment in a particular department or program, along with other pertinent data. The purpose of such meeting and/or written presentation shall be to assist the departments or programs in understanding the anticipated needs for their courses in the general institutional context. The dean shall not at this stage dictate the number of sections or courses that the department or program shall offer in the following academic year.

B. Formulation and Submission of the Workload Plan

The workload call will be provided by the deans to the departments and programs by October 15. The department chairperson or program director shall convene a meeting of the members of the department or program or their representatives by November 15 to begin formulating the workload plan for the following year, which is normally due to the dean by December 15, but shall be provided no later than three weeks prior to the date by which the dean must send the workload plan to the Registrar. In the event a department has three (3) or more promotion/tenure cases to prepare in a given year, the members shall meet no later than December 15 to begin formulating the workload plan. Such workload plan shall include:

1. the courses required to satisfy departmental or program major(s), minor(s), college and University core requirements, service requirements (courses required by other departments, programs, or colleges/schools), and electives. In the case of programs, the plan will only include those courses that are exclusive to that program;
2. the sequence and frequency with which all such courses shall be offered;
3. the distribution of courses across the class week and daily class periods;
4. maximum and minimum numbers of students permitted or required in particular courses.
5. a plan for staffing all such courses, including courses and/or

sections for which assignable full-time staffing is insufficient;

6. proposed workload credit through special projects and/or sections pursuant to Section E of this Article and predicted reduced loads for department members who will be AAUP officers or chair of the Promotion and Tenure Committee pursuant to Sections R and S of this Article, or otherwise have known reduced loads.

Whenever possible, the plan will also include any changes in scheduling from normal class hours. Such workload plan shall be responsive to the information provided by the dean or associate dean pursuant to Section A of this Article. Determination of course offerings shall reflect the current program requirements for current and incoming students. Past practice with respect to consultation with the Dean of the College of Continuing Studies will be followed.

The members of the department or program and the chairperson or director, by majority vote, shall formulate the workload plan and recommend such plan to the dean. It shall be the responsibility of the members of a department to recommend the staffing of their workload plan using the assignable full-time faculty within the department, including the department chairperson. It shall be the responsibility of the members of a program to recommend the staffing of their workload plan using the available faculty and to note whether that teaching would be in-load or out of load for those faculty members. In-load teaching outside a faculty member's home department shall be limited to one course per semester with the approval of the faculty member's department, unless additional in-load teaching outside the home department is approved by the dean. The dean shall notify each department and program by October 15 of the deadline for the submission of such workload plans, which deadline shall normally be December 15, but shall be no later than three (3) weeks prior to the date by which the dean must send the workload plan to the Registrar; however, the dean may request that departments and programs consider submitting their plans at an earlier date, but such request shall impose no obligation or penalty upon any department or program to comply. A department's or program's failure to submit such workload plan to the dean by the deadline shall leave the workload plan to the discretion of the dean. The workload plan shall effectively and fairly utilize the professional competencies of the members of the department or program.

#### C. Dean's Review of the Workload Plan

The dean will implement a workload plan which provides for projected student enrollments and otherwise reflects appropriate consideration of the information provided to a department or program pursuant to Section A of this Article, satisfies the needs for courses and sections established in this Article, and fairly and effectively utilizes the



professional competencies of the members of the department or program. In the event the dean declines to implement a recommended workload plan because it does not meet the preceding requirements, or because he/she cannot provide an appropriately equipped classroom, he/she shall return it to the members of the department or program by February 1 with his/her written comments. The dean shall not change the maximum number of students allowed in a section from the existing practice for that course unless a change in the pedagogical nature of the course (e.g. the conversion of a lab course to a demonstration course) is approved by the department and then the appropriate APC. Under no circumstances shall seminars and other similar courses have a maximum student enrollment of more than 16. Increases in the student enrollment maxima shall not be used as a mechanism for dealing with increased student enrollment or demand.

If a department or program feels that the maximum number of students allowed in a course is out of keeping with sound pedagogical practice, or the maximum of other similar courses, it may request a reduction of that number from the dean. If the dean and the department or program agree, the maximum for that course shall be reduced to that agreed upon number. If the department and dean disagree, the department or program may appeal to the Provost. The Provost shall then render a judgment on the appropriate maximum for that course which shall then become the maximum for that course.

The members of the department or program shall have a period of ten (10) working days after return of the workload plan to make such changes in the plan as they deem appropriate and to make any other responses to the dean's comments. If the dean and members of the department or program still disagree over the proposed workload plan, including a disagreement over appropriate maximum and minimum numbers of students permitted or required for enrollment in particular course(s), the matter shall be referred to the Provost by members of the department or program. The Provost shall make a final decision within ten (10) working days with respect to such disagreement. If such decision disagrees with the position of the department or program, written reasons, which shall not be arbitrary or capricious or out of keeping with past practice, shall be provided to the department or program.

#### D. Priority of Scheduling

The order of priority for scheduling sections of courses shall be as follows:

1. core requirements;
2. major/minor, program, or certification requirements;
3. service requirements (courses required by other departments, programs, or colleges);

4. electives (courses that cannot be applied to a major or a minor);
5. special projects.

Where a particular course may fit into more than one of the foregoing categories, it shall be deemed to be in the highest of those categories into which it fits.

Department or program course offerings specifically required for departmental or program majors will be offered no less frequently than once every other academic year, unless the enrollment for such a course fails to meet the established course minimum, in which case the dean may elect not to have such course offered, or unless the dean and the department agree that the course should not be offered for other reasons. Even where the enrollment for such a course continues to fail to meet the established course minimum, it will be taught no less frequently than once every third year, unless alternative arrangements satisfactory to both the dean and the department or program are adopted. Where there is a departmental program requirement for a major that requires students to choose from a group of courses, the dean will allow sufficient number and variety to be taught as to allow an undergraduate student to graduate in four years.

#### E. Special Projects

There shall be two (2) classifications of special projects as set forth hereafter. Such special projects shall exist only at the discretion of the University. Each special project shall typically provide for a minimum of three (3) hours per semester of workload credit. The classifications of special projects are:

1. Deans' Discretionary Projects

Special projects assigned by and at the discretion of the dean.

2. Provost's Discretionary Projects

Special projects assigned by and at the discretion of the Provost.

Proposals for special projects with attached reductions in teaching load may originate from a department or program, a bargaining unit member, a dean, an Academic Policy Committee of a particular college or of the University, or from any other source. Any such proposals shall be the subject of consultation between the appropriate dean and the affected department(s) before approval of the project by the University.

#### F. Assignment of Overloads

If the assignable full-time faculty within the department is not sufficient to staff the needed courses and/or sections, the department shall

so advise the dean at the time it delivers the workload plan. The remaining needed courses and/or sections may be staffed by either full-time bargaining unit members who wish to teach compensated overload or the hiring of adjunct faculty in accordance with the provisions of this Article and Article XVII (Adjunct Bargaining Unit Members). During the fall and spring terms, qualified full-time bargaining unit members will be given priority for such courses and/or sections within their own departments and programs, provided that they apply by the deadline set for transmitting workload plans to the dean. All full-time members of the bargaining unit shall be eligible to apply for and shall be given priority for compensated overload or assignment for teaching during summer sessions and J-terms of the University at the then prevailing overload rates (provided that they apply by the above-stated deadline), except that priority for summer teaching shall be given to faculty who have not received a summer fellowship. College of Business faculty may teach up to twelve (12) contact hours per semester. All other full-time faculty may teach no more than fifteen contact hours (or the applied contact-hour equivalent) during any single semester, exclusive of individual-student supervisions and emergency overbooking. Assignments for compensated overload shall be made by the University upon the recommendation of the appropriate department or program. Bargaining unit members shall not be required to accept overload assignments.

G. Unassigned Teaching

If the needed courses and/or sections have been staffed, but the assigned teaching workload of each full-time faculty member within the department has not reached the normal teaching limits stated below, then the members of the department shall so advise the dean, indicating the total amount of unassigned teaching within the department, at the time it delivers the workload plan to the dean. After appropriate consultation with the dean, the members of the department shall then make a proposal to the dean for projects that shall benefit the department, college, and/or the University and that will utilize the unassigned workload for the members of the department. Such projects may include, but shall not be limited to the following:

1. curriculum and disciplinary study;
2. teaching methodology;
3. mastering of new disciplinary subject matter and/or techniques;
4. basic skill support;
5. advising support;
6. research;
7. student recruiting;
8. grant applications.
9. teaching a course in another department, if the standards set forth in Section M, below, are met.

The dean shall review the proposal from the members of the department and make a final determination as to which projects shall be undertaken based on their benefit to the department, college, and/or University. Members of the department who have been assigned such projects shall provide to the dean a written report on the accomplishment of such projects by the end of the academic college year for which they have been assigned. Special projects under this Section in lieu of in-load teaching assignments will be limited to full-time members of the bargaining unit. It is understood and agreed that the availability of special projects in lieu of in-load teaching assignments shall not be deemed to be any evidence of the lack of a need for lay-offs under Article XV.

#### H. Alteration of Workload Plan

It is understood that unanticipated events occurring subsequent to completion of a workload plan may require revision of the workload plan by the dean in order to address problems of unstaffed or understaffed required courses or the unavailability of appropriate facilities. Such changes in the affected portion of the workload plan shall be made so as to use effectively and fairly the professional competencies of the department or program. The dean shall normally refer such problems back to the department or program so that the department or program may recommend revisions of the workload plan in accordance with the procedures set forth in Section D. When time constraints do not permit reconsideration of the workload plan by the department or program, the dean shall have the authority to revise the workload plan in order to address the above problems. The dean shall, when circumstances permit, confer with the chairperson or director and the affected members of the department or program before making any such changes. Courses will not be cancelled for failing to meet the minimum student enrollment until at least one week after the end of the registration (i.e., course selection) period for that semester and the affected faculty member has been offered an opportunity to discuss the cancellation with the dean.

#### I. Length of the Semester and Academic Year

The number of teaching hours in a semester and the length of the academic year shall not be altered without the prior agreement of the AAUP and the University.

#### J. Contact Hours

The required teaching load of full-time bargaining unit members shall not exceed nine (9) classroom contact hours during a regular (fall or spring) academic semester or eighteen (18) during the academic year. Requests to modify the above limits so as to allow either the use of terms or semesters other than the fall and the spring or to teach in-load more than nine

(9) contact hours in one of the regular semesters requires the approval of the affected faculty member, his/her department, his/her academic dean and the prior notification of the AAUP.

Bargaining unit members who teach fewer than nine contact hours in a regular semester because of a cancelled class and for whom an agreed upon special project cannot be arranged may not teach a compensated overload course in the following semester in that academic year or a compensated overload in the following J term or summer semesters.

Except as may be specified elsewhere in this Agreement, classroom contact hours shall be converted to applied contact hours using a conversion factor of 2.0 applied hours for each classroom hour. Westminster College of the Arts bargaining unit members who teach Studio Classes shall receive one applied workload credit per semester for each such Studio Class. Faculty teaching both applied and classroom courses shall have their workload calculated on a pro-rated basis, except that the workload credit for Westminster Choir College choirs will be:

<b>Choral Ensemble</b>		<b>Rehearsal Hours</b>	<b>Multiplier</b>	<b>Workload Credit</b>
Applied				
	Chapel Choir	4.0	1.71	6.84
	Handbell Choir I	4.5	1.71	7.69
	Jubilee I	2.0	1.71	3.42
	Kantorei	3.0	1.71	5.13
	Schola Cantorum	4.0	1.71	6.84
	Symphonic Choir	4.0	1.71	6.84
	Westminster Choir	4.5	1.71	7.69
	Williamson Voices	4.5	1.71	7.69
Classes				
	Handbell Choir II	2.0	1.00	2.00

Bargaining unit members supervising students in a senior student teaching practicum shall be credited .6 of a contact hour for each student he/she supervises in such courses, provided however, that if the bargaining unit member also meets weekly with a small group of such students in a cluster meeting at their assigned school, then he/she shall be credited .82 contact hour (inclusive) for each student he/she so supervises. Bargaining unit members who are assigned education courses that include an associated field experience shall be credited with four (4) contact hours for each such section. ME581 and ME582 will be compensated as five (5) contact hours each as per past practice. Student-teacher seminars held on the Lawrenceville campus will be compensated as two-contact hour classes. Such seminars held on the Princeton campus will be compensated per past

practice as one-contact hour classes.

Faculty members who supervise credit-bearing learning experiences (e.g., independent study, supervised or directed study, directed readings, internships and co-ops) and who are not otherwise receiving workload credit for such supervision shall receive credit for one-third of a classroom contact hour per project per semester. The dean shall advise faculty of their individual tallies for the current academic year in March of that year. Faculty will then have until April 1 to request that their tallies be banked toward a course release in a future academic year. Except for those faculty to whom the dean grants such a request, all faculty will be paid for their tallies in their June pay checks. Tallies will include all such supervisions that were not dropped by the relevant students during the first two weeks of the semester or within one week of enrolling, whichever is later.

Faculty members who have graduate students enrolled in an undergraduate class for graduate credit shall receive additional workload credit if they are required by the University to establish different course requirements for such graduate students. In such cases, the faculty member shall receive credit for one-third of a classroom hour per student which will be compensated in the same manner as in the paragraph above. Compensation shall be provided for all such students who did not drop the course during the first two weeks of the semester.

Faculty members who are required to teach a section which has ten (10) or more students in excess of the section limit, when such section limit is more than sixteen (16) students, shall receive an additional three (3) workload credits. Faculty members who are required to teach a section which has five (5) or more students in excess of the section limit, when such section limit is sixteen (16) students or fewer, shall receive an additional three (3) workload credits. The University shall not offer sections that enroll more than twice the section limit. Compensation shall be provided based upon the highest official class enrollment figure after the first two weeks of the semester.

No member of the bargaining unit shall be required to teach classes on a given day on which classes extend from the beginning of the first class to the end of the last class for a period in excess of nine (9) hours. A full-time bargaining unit member shall not be required to teach a class at 8 a.m. the morning following an evening class which he/she is scheduled to teach.

#### K. Normal Class Hours

Any change in scheduling of classes from the normal hours for such classes will require approval of the affected bargaining unit member, the applicable department, and the appropriate dean. Whenever possible, any such changes will be provided for during the normal workload planning process.

L. Maximum Preparations

No full-time member of the bargaining unit whose department is based in the College of Business Administration, School of Liberal Arts and Sciences, or School of Education shall be required to teach more than four (4) different courses during an academic year or more than two (2) different courses during a single academic semester. Maximum preparations at Westminster Choir College shall be governed by past practice.

M. Faculty Teaching Outside of Their Departments

Full-time members of the faculty may teach (but may not be required to teach) outside of their departments with the approval of the department or program within which the teaching will occur. Such teaching shall either be on an overload basis or with the mutual agreement of the faculty member, the faculty member's department, and the department or program within which the teaching will occur, on an in-load basis. Beyond one such course per semester, the faculty member's dean's approval is also required.

N. Faculty Rank Prerequisite

Only persons with faculty rank shall be permitted to offer courses (a "course" is any formal student/faculty contact including those that occur face-to-face in a classroom, independent studies, internships, directed readings, internships, applied performance classes, applied performance lessons, or that may run at a distance as defined in Article XXXII(D)) for credit, non-credit courses required for the Rider curriculum, or courses for which Rider will provide certification of completion. Subject matter tutoring in the Math Skills Lab by individuals who are not included in the bargaining unit that has occurred prior to this Agreement may continue to be conducted by such individuals, who will not be included in the bargaining unit. Except for the foregoing, only members of the bargaining unit and members of the faculty explicitly exempted from membership in the bargaining unit in Article I shall provide students with subject matter tutoring and advising. Tutors and counselors who are not members of the bargaining unit shall be limited to tutoring and advising in such areas as study strategies, coping with stress, recommendations concerning reasonable accommodations for students with learning disabilities, and other non-subject matter tutoring.

O. Out-of-Load and Adjunct Teaching

The University and the AAUP jointly affirm their agreement that out-of-load teaching should be minimized and that priority should be given to full-time in-load teaching. The University shall report to the AAUP by

March 15 the percentage of all University course sections taught on an overload/adjunct/overenrolled basis during that academic year

1. The ratio of out-of-load and adjunct course sections to course sections taught by full-time faculty in load shall be no greater than 35%:65% for the University as a whole. Excluded from the calculation of this ratio are sections taught out-of-load or by adjuncts or on an overload basis due to course releases mandated by this Agreement; leave replacements; sections taught out-of-load or by adjuncts during the first year of a vacancy or for which the search for a full-time line has been approved; out-of-load or adjunct teaching of independent supervisions. If the University is found to be out of compliance with the adjusted ratio for two consecutive years, it will search in the third year and hire in the fourth year sufficient new full-time faculty to bring the adjusted ratio back into compliance with this provision. The department(s) in which such hiring shall occur will be selected at the University's discretion.

2. Courses of study that are majors based in academic departments (as opposed to interdepartmental programs), and in existence for at least two (2) years, with at least 25 majors or 75 minors (or any combination of the two which equates to 25 majors, each minor counting as a third of a major) shall have at least one full-time faculty member, whose area of specialization is that major, attached to it. Where such a major is staffed entirely by adjunct faculty, the University will establish a full-time line and authorize a search to fill the new line.

3. The University shall create full-time faculty lines to strengthen the full-time faculty. The Provost and the AAUP will meet each year, prior to approval of hires for the following year, to review the ratio of full-time faculty to students (FTE) and to discuss how many new full-time faculty lines, if any, will be authorized in the coming year and the allocation of those lines to departments. In making the decision on the allocation of any new lines, the Provost will give consideration to:

- Departments that have high major to full-time faculty ratios or high student-credit-hour to full-time faculty ratios;
- Departments that could significantly reduce their percentage of credit hours taught by part-time faculty by hiring a full-time faculty member;
- Departments that have not hired a regular full-time faculty member for more than 10 years.

4. The need for additional faculty lines for new academic majors, minors and courses of study will be planned and those new lines will be authorized, provided enrollment contingencies, if any, are met.

P. Maximum Teaching Assignment for Non-Bargaining Unit



## Personnel

Except for chairpersons, as provided for in Article XI, Section A, non-bargaining unit personnel who hold faculty status shall teach no more than six (6) classroom contact hours per calendar year, except with the approval of the AAUP.

### Q. Reduced Load for AAUP Officers

The President of the AAUP, the Contract Administrator of the AAUP and, during the final year of this contract, the Chief Negotiator of the AAUP shall receive a reduced classroom teaching load of three (3) hours per semester.-The AAUP may purchase additional release time of three hours per semester from the University at the cost of replacement with the agreement of the University.

#### 1. Identification

The identity of persons to receive workload credit shall be communicated, in writing, to the University by December 15 of the year preceding the academic year during which such persons are to serve.

2. Members of Professional Athletic Staff or Library Faculty In the event that a bargaining unit member of the professional athletic staff or library faculty is chosen to receive AAUP-workload credit, he/she shall be entitled to an adjustment in workload equivalent to thirteen (13) days of released time for each one (1) course contractually provided for teaching faculty. The affected bargaining unit member shall propose to the appropriate administrator (i.e., the Dean of University Libraries or the Director of Athletics) a plan for an adjustment of responsibilities and work to be covered. Such plan shall specify the extent to which regular professional responsibilities will be decreased or omitted from the annual workload and shall also specify a schedule for up to thirteen (13) days of released time for each one (1) course contractually provided for teaching faculty. If the appropriate administrator disagrees with the plan proposed by the bargaining unit member, he/she shall return it to the bargaining unit member with an alternate plan and written comments. If the bargaining unit member and the appropriate administrator are unable to agree on a plan, the matter shall be referred to the Provost for a determination. In no case shall the University be required to pay additional compensation to such bargaining unit member if he/she does not use the permitted thirteen (13) days of released time, nor shall the University be required to compensate any member of the professional staff by virtue of his/her absence or reduction in workload.

R. Reduced Load for Promotion and Tenure Committee Chair

The Chairperson of the Promotion and Tenure Committee shall receive a reduced classroom teaching load of six (6) contact hours during the academic year in which he/she is serving as chair.

S. Minimum Teaching Assignment for Full-Time Bargaining Unit Members

In no case shall the University be required to reduce any individual full-time bargaining unit member's workload by more than three (3) hours in any one semester, except for AAUP officers as designated in Section Q. Except for AAUP officers as designated in Section Q, no individual full-time bargaining unit member's classroom contact hours shall be less than twelve (12) hours in any academic year.

**ARTICLE XXVIII**

**LIBRARY FACULTY WORKLOAD**

A. Changes in Scheduled Hours

The University shall discuss with the AAUP any changes of scheduled hours of work before such changes are put into effect. In case the AAUP disagrees with any such change, grievances may be directed by the AAUP immediately to the second step of the grievance procedure.

B. Duties

Librarians shall not be required to perform duties normally performed by non-bargaining unit members. The libraries shall not be open for more than three (3) hours per day without a librarian on duty, except during the first week in January following the University's winter holiday closure. The University may open Moore Library from Monday through Friday at 7:30 a.m. but the time between 7:30 and 8:00 a.m. will not count against the "three hour rule" nor will library staff be required to come in and staff the library at this time. This change in opening time will not change the time at which the reference desk is to be staffed.

C. Time for AAUP Meetings

Librarians shall be entitled to time for attendance at AAUP meetings, provided that one (1) librarian shall remain on duty at the Library during such meetings. If a librarian is elected to an AAUP office or negotiating team, the librarian shall receive time to attend AAUP Executive Council meetings, AAUP chapter meetings, and other necessary meetings

in order to carry out his/her AAUP duties.

D. Library Faculty Work Year

Bargaining unit members of the library faculty shall be employed on ten-month academic appointments. In order to allow for flexibility of scheduling over a full year (September 1 – August 31), that ten-month appointment shall be calculated based upon a two hundred and five (205) days. The actual scheduling work year of workdays shall be carried out by the bargaining unit members of each library consistent with the staffing needs of that library. Library faculty may not be required to work beyond those 205 days in any year (September 1 - August 31), but if they choose to do so, they may carry up to twenty (20) days of compensatory time into the next year (September 1 – August 31). If bargaining unit members choose either not to take compensatory time or to work beyond twenty (20) additional days, they will be compensated at the rate of 1/205<sup>th</sup> of their base salary per day (except as specified in Article XXXIV, Section A(7), when the specified over-time rate shall prevail.) If the librarians cannot agree on a schedule, the Dean of University Libraries in consultation with the library chairperson shall fix such schedule. Workdays comprising the 205 days required herein shall include, and are limited to, days worked on the University campuses; days devoted to travel for faculty development or other authorized University business; sick days, days devoted to jury duty, and days when the librarian is scheduled to work but the library or University closes or is closed or closes early due to an emergency.

**ARTICLE XXIX**

**VALUE RESPONSIBILITIES**

Preamble

Scholarship and value, as defined in Article VIII, are significant parts of the professional responsibilities of every full-time faculty member during the academic year. The particular mix of such activities may vary from person to person, from department to department, and from college to college. Participation in value activities, as defined in Article VIII(E)(3) shall be in accord with University past practice.

A. Value Responsibilities Common to All Full-time Teaching Faculty Members

Each full-time teaching faculty member shall be required to:

1. Advise students as assigned by the dean or department chairperson;
2. Attend scheduled meetings of the department, college, and University, including Convocation and Commencement;

3. Provide accurate and timely reports as requested by the University concerning student enrollment and performance;
4. In accord with prevailing policies and practices, arrange and schedule office hours each instruction week of the Fall and Spring semesters, at times reasonably convenient to students; and to make reasonable efforts to be available to students, such as before and after class and via e-mail, when teaching during the Summer Sessions;
5. Post electronically, on their syllabi, and on their doors the statement that beyond scheduled office hours they are available to meet with students by appointment;
6. Assist in registration and orientation during the academic year.

**B. Value Responsibilities Common to All Full-time Librarian Faculty Members**

Each full-time librarian faculty member shall be required to:

1. Attend scheduled meetings of the department, University Libraries, and University, including Convocation and Commencement;
2. Provide accurate and timely reports as requested by the Dean of University Libraries and the respective library chairs.

**C. Annual Reports**

By a date specified by the dean, each full-time faculty member shall issue an annual report to his/her department chair and dean concerning the faculty member's scholarly activity and departmental, college, and University "value" for the preceding academic year.

Members of the professional athletic staff shall submit an annual report to the Director of Athletics, which shall include a detailed accounting of all athletically related income and benefits from sources outside Rider University.

**ARTICLE XXX**

**OUTSIDE EMPLOYMENT**

The primary professional responsibility of full-time members of the bargaining unit, including value and scholarship responsibilities as outlined in this Agreement, is to Rider University. Outside employment, whether or not related to the professional competence of such unit member, which involves (1) commitments which conflict with the normal workweek performance of the individual's responsibilities to Rider University, (2) any

rendering of professional services similar to those performed at Rider University at another institution offering post-secondary education, or (3) being a full-time employee of any other organization, shall be reported, in writing, prior to its commencement, to the bargaining unit member's dean or the Director of Athletics.

If the dean or Director of Athletics determines that such outside employment impinges upon or conflicts with the individual's professional responsibilities to Rider University or competes with the services offered by Rider University, he/she may direct such individual to refrain from engaging in such outside employment, provided such determination shall not be arbitrary. Such a determination may be grievable pursuant to Article XXII ("Grievance and Arbitration"), set forth elsewhere in this Agreement. However, pending a determination of any such grievance, such individual shall not be required to refrain from engaging in such outside employment, unless the University alleges that such employment will cause immediate and irreparable harm in which case the University may invoke the expedited arbitration provision of Article XXII, including the cease and desist provision contained therein.

Copies of all reports concerning outside employment shall be filed by the individual member of the bargaining unit with the AAUP and any determination in response to such report shall also be filed with the AAUP by the appropriate dean or the Director of Athletics.

Outside employment which does not involve the rendering of professional services similar to those performed at Rider University and which occurs either during the summer periods or during a vacation period need not be reported.

## **ARTICLE XXXI**

### **BARGAINING UNIT DEVELOPMENT**

#### **A. The Faculty Development Committee**

There is hereby established the Faculty Development Committee which shall be appointed by the bargaining unit members of the University Academic Policy Committee and which shall be composed of bargaining unit members or chairpersons, two (2) appointed from the School of Liberal Arts and Sciences, two (2) from the College of Business Administration, two (2) from Westminster Choir College, one (1) from the School of Education and professional staffs, and one (1) at-large member chosen on a rotating basis from each of the colleges in the following order: School of Liberal Arts and Sciences, College of Business Administration, School of Education, and Westminster Choir College. In the event that bargaining unit members or chairpersons in a particular college are

unavailable to serve as regular or alternate members, the bargaining unit members of the University Academic Policy Committee may appoint bargaining unit members or chairpersons from other colleges to serve. The term of appointment of each committee member shall be two (2) years. Membership on the Faculty Development Committee shall be limited to bargaining unit members with a minimum of two (2) years of prior service at the University. It shall be the responsibility of the Faculty Development Committee to elicit, review, and make decisions on all the applications by bargaining unit members for paid research leaves, paid developmental leaves, summer fellowships, summer developmental fellowships, and reimbursements, as described below in Sections B, C, E, F, and G(2), respectively. The committee shall provide the Provost's Office with a copy of the notice sent to members of the bargaining unit regarding application procedures for paid research leaves, summer fellowships, developmental fellowships and leaves, and reimbursements. The Provost's Office shall provide the committee with a list of bargaining unit members awarded leaves in the previous year, and which such leaves have been acted upon and which deferred.

B. Paid Research Leaves

1. Eligibility

Full-time bargaining unit members who hold tenure or, in the case of full-time non-tenured bargaining unit staff members, have six (6) or more years of service by the beginning of the academic year following the date of notification of the award of a paid research leave, shall be eligible to receive a paid research leave. Members of the Faculty Development Committee shall not be eligible for paid research leaves during the term for which they were elected.

2. Number and Distribution

Fourteen (14) paid research leaves shall be granted in each of the years of this Agreement. At least one (1) paid research leave shall be allocated to eligible bargaining unit members from each of the College of Business Administration, the School of Liberal Arts and Sciences, the School of Education, and Westminster Choir College. The foregoing allocation shall be subject to the receipt of applications from eligible faculty in each college and further subject to the evaluation and determination of merit for each such application by the Faculty Development Committee referred to in Section A. If there are insufficient qualified applicants the unused leaves shall be added to the pool for developmental leaves. Where replacement of a faculty member who is on a paid research leave is not necessary, as determined through the procedures set forth in Article XXVII (Teaching Workload) OR Article XXVIII (Librarian Faculty Workload), the University will not be obligated to replace such faculty member.

### 3. Conditions

Paid research leaves may be granted for scholarly study, research, writing, or creative projects related to composing, producing, or performing that will contribute to the professional development of the bargaining unit member and be of benefit to the University. Recipients shall be obligated to return to the University for at least one (1) full year of service after such leave. Within ninety (90) days after the return from such leave, a recipient shall be required to submit to the President, with copies to the Provost, the bargaining unit member's dean or supervisor, and his/her department or staff, a written report including a description of the initial proposal and a summary of the activities undertaken during the research leave. The Provost will keep said reports on file and make them available to the Chairperson of the Development Committee upon request.

### 4. Procedures

Applicants for paid research leaves shall notify their departments through the department chair that they are applying for research leaves. The Faculty Development Committee shall first screen the pool of applicants in order to remove from the pool any proposals which the committee determines lack sufficient merit to be appropriate for funding by the University. Thereafter, the committee shall select from the remaining pool of applicants fourteen (14) applicants to be recommended for paid research leaves. If there are more than the aforesaid number of applicants in the pool, after the initial merit screening referred to above, the committee will not recommend a paid research leave for individuals who have applied to begin either a research or a development leave during either semester within the three (3) academic years following the completion of a previous leave, unless all bargaining unit members in such pool who have not completed either such leave during the three (3) academic years preceding the commencement of a leave are included on the list of recommended bargaining unit members. Therefore, normally, bargaining unit members will not be on paid research or developmental leave in two (2) consecutive academic years. The committee will also recommend three (3) alternates, in ranked order, in case one (1) or more of the selected bargaining unit members are unable to accept the leave. The Chairperson of the committee shall forward a copy of the recommendations together with the relevant applications from the recommended bargaining unit members to the Provost by November 15.

### 5. Appeal

Bargaining unit members may appeal, in writing, the failure of the Faculty Development Committee to follow the required procedure

hereunder, but no appeal may be filed on the basis that the Faculty Development Committee has made an error in judging the merit of any proposal. The bargaining unit members of the University Academic Policy Committee shall hear all such procedural appeals and shall render a final decision. As to remedy, the bargaining unit members of the University Academic Policy Committee shall be limited to remanding the matter back to the Faculty Development Committee with specific procedural instructions. In the event that the resolution of such an appeal results in any change in the recommendation of the Faculty Development Committee, then, to the extent applicable, the initial letters from the University granting paid research leaves shall be rendered void.

Except as set out hereafter, appeals regarding the actions of the Provost under this Article shall be limited to an alleged failure by the Provost to follow the required procedure and shall be processed under the grievance and arbitration provisions of this Agreement. While the Provost is not required to follow the recommendations of the Faculty Development Committee, any failure to do so shall be subject to the grievance and arbitration provisions of this Agreement as to the basis for any such deviation from these recommendations.

#### 6. Compensation

Compensation for paid research leaves will be at the rate of one-half of base annual salary for one (1) academic year of leave or full base annual salary for one (1) semester of leave. All applicable employee benefits will remain in force during the period of a paid research leave.

#### 7. Notification

The University shall notify recipients of the paid research leaves by December 15 in the academic year in which the application has been made, if the Provost has received the applications as aforesaid by the preceding November 15.

#### 8. Commencement of Leave

A recipient of a paid research leave may commence such leave in either of the two (2) subsequent years following the awarding of the leave. The University will not be required to allow two (2) or more members in a department to defer leaves to the second year following the award. If two (2) or more members of a department are awarded leaves and wish to defer them, a random selection procedure shall be used to determine which bargaining unit member may so defer the leave. Bargaining unit members wishing to defer a leave to the second year following the award must so notify the University by January 15 of the academic year in which the award is



made if they have been notified by the University that they have been granted a leave by December 15. If two or more paid research leaves are granted in a particular department to be used in the same semester and if such absences will cause the University to be unable to staff required courses or the department to be unable to perform its professional responsibilities, the dean may require one or more of the leaves to be deferred for a semester. Once a bargaining unit member has made his/her selection of year one or year two and/or the semester in which the leave is to be taken, and so notified the University, the selection can only be altered with his/her dean's written permission.

#### 9. Tuition Remission Benefits During Leaves

Members of the bargaining unit who are on paid research leaves shall be eligible for the continuation of tuition remission benefits at Rider University as specified in Article XXXIV(B)(13)(a)(iv) and at other institutions as specified in Article XXXIV(B)(13)(b)(ii).

#### 10. Research Leaves for Librarians

Librarians shall be given the flexibility of starting research leaves at their discretion, provided that the dean agrees that the timing does not disrupt the operations and the well-being of the libraries. This means that leaves may be started at the beginning of a semester, in the middle, or towards the end, or any other time, whenever it is most appropriate and suitable for the librarian and the research project in question. If the dean and the librarian cannot agree on when it would be most appropriate and suitable to begin the research leave, the leave shall commence at the start of the semester. The length of such leave shall count for 100 of the librarian's annual obligation of 205 work days in the year (September 1 - August 31) in which the leave is taken.

#### 11. Teaching

Bargaining unit members on paid research leaves may not teach courses, except with the permission of his/her dean and the Provost.

### C. Paid Developmental Leaves

#### 1. Eligibility

Tenured bargaining unit members, and full-time non-tenured bargaining unit staff members with six (6) or more years of service shall be eligible for paid developmental leaves. Members of the Faculty Development Committee shall not be eligible for paid developmental leaves during the term for which they were elected.

#### 2. Number and Distribution

Four (4) such leaves shall be granted in each year of this

Agreement. The foregoing allocation shall be subject to the receipt of applications from eligible bargaining unit members. If there are insufficient qualified applicants, the unused leaves shall be added to the pool for research leaves. Where replacement of a bargaining unit member who is on a paid developmental leave is not necessary, as determined through the procedures set forth in Article XXVII, Teaching Workload, or Article XXVIII, Librarian Faculty Workload, the University will not be obligated to replace such bargaining unit member.

### 3. Conditions

Paid developmental leaves shall be granted for projects other than scholarly research, writing, or creative projects that will contribute to the professional development of the bargaining unit member and be of benefit to the University. Such professional development projects include, but are not limited to, study within the bargaining unit member's area of expertise, mastering of new disciplinary subject matter and/or techniques, curriculum development, and/or service to the bargaining unit member's discipline or profession. Recipients shall be obligated to return to the University for at least one (1) full year of service after such leave. Within ninety (90) days after the return of such leave, a recipient shall be required to submit to the President with copies to the Provost, the bargaining unit member's dean or supervisor and his/her department or staff, a complete written report of the project undertaken. The Provost will keep said reports on file and make them available to the Chairperson of the Development Committee upon request.

### 4. Procedures

The Faculty Development Committee shall select from the pool of applicants, four (4) applicants in each year of this Agreement to be recommended for paid developmental leaves. If there are more than the aforesaid number of applicants in the pool, the committee will not recommend a paid developmental leave for individuals who have received either a research or a developmental leave during the preceding three (3) years, unless all bargaining unit members in such pool who have not received such a leave during the three (3) preceding years are included on the list of recommended bargaining unit members. (The calculation of the aforesaid three (3) years shall be from the date of notification to the date of notification of the award of a paid development leave). The committee will also recommend three (3) alternates, in ranked order, in case one (1) or more of the selected bargaining unit members is unable to accept the leave. The Chairperson of the committee shall forward a copy of the recommendation to the Provost prior to its transmittal for final decision to the Board of Trustees.

#### 5. Appeal

Bargaining unit members may appeal in writing the failure of the Faculty Development Committee to follow the required procedure hereunder, but no appeal may be filed on the basis that the Development Committee has made an error in judging the merit of any proposal. The bargaining unit members of the University Academic Policy Committee shall hear all such procedural appeals and shall render a final decision. As to remedy, the bargaining unit members of the University Academic Policy Committee shall be limited to remanding the matter back to the Faculty Development Committee with specific instructions. In the event that the resolution of such an appeal results in any change in the recommendation of the Faculty Development Committee, then, to the extent applicable, the initial letters from the University granting paid developmental leaves shall be rendered void. Except as set out hereafter, appeals regarding the actions of the Provost under this Article shall be limited to an alleged failure by the Provost to follow the required procedure and shall be processed under the grievance and arbitration provisions of this Agreement. While the Provost is not required to follow the recommendations of the Faculty Development Committee, any failure to do so shall be subject to the grievance and arbitration provisions of this Agreement as to the basis for any such deviation from these recommendations.

#### 6. Compensation

Compensation for paid development leaves will be at the rate of one-half of base annual salary for one (1) academic year of leave or full base annual salary for one (1) semester of leave. All applicable employee benefits will remain in force during the period of a paid developmental leave.

#### 7. Notification

The University shall notify recipients of the paid developmental leaves by December 15 in the academic year in which the application has been made, if the Provost has received the applications as aforesaid by the preceding November 15.

#### 8. Commencement of Leave

A recipient of a paid developmental leave may commence such leave in either of the two (2) subsequent years following the awarding of the leave. The University will not be required to allow two (2) or more members in a department to defer leaves to the second years following the award. If two (2) or more members of a department are awarded leaves and wish to defer them, a random selection procedure shall be used to determine which faculty member may so defer the leave. Faculty members wishing to defer a leave to the second year following the award must so notify the

University by January 15 of the academic year in which the award is made if they have been notified by the University that they have been granted a leave by December 15. Once a bargaining unit member has made his/her selection of year one or year two and/or the semester in which the leave is to be taken, and so notified the University, the selection can only be altered with his/her dean's written permission.

9. Tuition Remission Benefits During Leaves

Members of the bargaining unit who are on paid developmental leaves shall be eligible for the continuation of tuition remission benefits at Rider University as specified in Article XXXIV (B)(13)(a)(iv) and at other institutions as specified in Article XXXIV(B)(13)(b)(ii).

10. Developmental Leaves for Librarian Faculty Librarian faculty shall be given the flexibility of starting developmental leaves at their discretion, providing that the dean agrees and that the timing does not disrupt the operations and the wellbeing of the library. This means that leaves may be started at the beginning of the semester, in the middle, or towards the end, or any other time, whenever it is most appropriate and suitable for the librarian and the development project in question. If the dean and the librarian cannot agree on when it would be most appropriate and suitable to begin the developmental leave, the leave shall commence at the start of the semester. The length of such leave shall count for 100 of the librarian's annual obligation of 205 workdays in the year (September 1 -August 31) in which the leave is taken.

11. Teaching

Bargaining unit members on paid developmental leaves may not teach courses except (a) with the permission of the dean and Provost, or (b) when teaching of the course during the term of the leave is a part of the proposed developmental project, as stated in the proposal, and is to be taught without additional compensation, and with the approval of the dean and Provost.

D. Other Leaves

1. Unpaid and Partial Leaves

Full-time members of the bargaining unit may be granted a full-time professional leave without pay or a partial professional leave at partial pay. The granting of such unpaid leaves and/or partial leaves, including the designation of reduced workload and salary pertaining to partial leaves, is subject to the mutual agreement of the affected bargaining unit member and his/her dean or Director of

Athletics. If an individual member of the bargaining unit so elects, the AAUP may represent such an individual in negotiations with the dean or the Director of Athletics. A full-time member of the bargaining unit granted a full-time professional leave without pay or a partial professional leave at partial pay shall, upon the person's return to full-time teaching at the University, be entitled to the same salary that he/she would have been receiving if he/she had been teaching on a full-time basis during the period of the leave.

A bargaining unit member who applies for support for a research leave from a granting agency external to Rider University shall request payment of medical and pension benefits in his/her application unless the granting agency specifically excludes payment for such benefits or unless it is determined that such request would place the application at a disadvantage. If the circumstances pertaining to the grant make it inappropriate to request payment of medical benefits or if the bargaining unit member has requested such payment in his/her application and neither the funding agency nor any other entity is providing medical benefits to such bargaining unit member, then the University will maintain medical benefits for bargaining unit members on leaves approved by the University and funded by granting agencies other than Rider University as defined below. If the circumstances pertaining to the grant make it inappropriate to request payment of pension benefits or if the bargaining unit member has requested such payment in his/her application and neither the funding agency nor any other entity is providing pension benefits to such bargaining unit member, the University will make its full contribution to such bargaining unit member's retirement annuity, upon such bargaining unit member's return to the University, based on the base salary such bargaining unit member would have earned at Rider University during the year of the leave, provided that such bargaining unit member also makes his/her annuity payment for the period of the leave either during the research leave or upon return. The aforementioned benefits apply only to leaves and grants funded by outside granting agencies and foundations. Other unpaid leaves do not include benefits other than tuition remission. Suspended benefits and salary will be reinstated when the specified unpaid leave expires or the individual returns to work earlier with the University's approval.

No leave granted hereunder shall be construed by the University as evidence that the affected department or staff should be reduced.

## 2. Military Leaves

The University will continue to abide by its "Military and Reserve Leave" policy as revised September 21, 2001(Appendix E). Upon

returning from military service, the bargaining unit member will be entitled to the same salary he/she would be receiving if he/she had been in active employment with the University on a full-time basis during the period of the leave.

### 3. Jury Duty

Full-time bargaining unit members shall continue to receive full pay and benefits for any period during which they are called to participate in a jury panel or are serving on an active jury. In addition, librarian faculty will have all such days count as days worked in their annual work day obligation to the University. During the first two weeks of such jury duty, the affected department shall cover the professional responsibilities of the bargaining unit member called to jury duty. Thereafter, if the jury duty continues beyond the two-week period, the University shall secure a suitable replacement for the bargaining unit member.

### 4. Benefits During Other Leaves

Members of the bargaining unit who are on unpaid partial or military leaves shall be eligible for the continuation of tuition remission benefits at Rider University as specified in Article XXXIV(B)(13)(a)(iv) and at other institutions as specified in Article XXXIV(B)(13)(b)(ii). All applicable employee benefits shall remain in force during the period of a partial leave.

## E. Summer Research Fellowships

### 1. Eligibility

All full-time members of the bargaining unit shall be eligible to make application for summer fellowships, except that full-time bargaining unit members who are receiving a stipend from another source to cover living expenses during the summer months or who are engaged in teaching more than one (1) course during the summer shall not be eligible for summer fellowships. Full-time members of the bargaining unit who do not receive summer fellowships shall have priority for the assignment of summer teaching. Members of the Faculty Development Committee shall not be eligible for summer fellowships during the term for which they were elected.

### 2. Number and Amount of Awards

During each year of this Agreement, there shall be fifty-two (52) such fellowships. Such fellowships shall carry a stipend of \$8,554 during the first year of this Agreement, and increase in years 2 and 3 of this Agreement by the same percentage as salaries increase. Such stipends shall be payable in equal installments in July and August.

If the recipient of a summer fellowship is a member of the library faculty, the recipient shall receive twenty (20) days credit toward the 205 work days per year (September 1 - August 31) due the University. The recipient shall propose a schedule for such time. If the Dean of University Libraries disagrees with the schedule proposed by the recipient, he/she shall respond in writing with an alternate schedule. If the recipient and the Dean of University Libraries are unable to agree on a schedule, the matter shall be referred to the Provost for determination.

### 3. Conditions

Summer fellowships may be awarded for scholarly study, research, writing, or creative projects related to composing, producing, or performing that will contribute to the professional development of full-time bargaining unit members and be of benefit to the University. Recipients shall be obligated to return to the University for at least one (1) full year of service after completing the summer fellowship. Within ninety (90) days of the opening of the Fall semester following receipt of a summer fellowship, a recipient shall be required to submit to the President, with copies to the Provost, the bargaining unit member's dean or supervisor, and his/her department or staff, a written report including a description of the initial proposal and a summary of the activities undertaken during the fellowship. The Provost will keep said reports on file and make them available to the Chairperson of the Development Committee upon request.

### 4. Procedures

The Faculty Development Committee shall first screen the pool of applicants in order to remove from the pool any proposals which the committee determines lack sufficient merit to be appropriate for funding by the University. Thereafter the committee shall select from the remaining pool of applicants the number of full-time bargaining unit members equal to the number of summer fellowships made available by the University for that year. If there are more than the aforesaid number of applicants in the pool, after the initial merit screening referred to above, the committee will not recommend a summer fellowship for bargaining unit members who have had three (3) or more summer or developmental fellowships in the six (6) years prior to the year they would be granted the new summer fellowship, unless all full-time bargaining unit members in the pool who have not had three (3) or more summer fellowships in the previous six (6) years are included on the list of recommended bargaining unit members.

### 5. Appeal

Bargaining unit members may appeal the failure of the Faculty Development Committee to follow the required procedure hereunder, but no appeal may be filed on the basis that the Faculty Development Committee has made an error in judging the merit of any proposal. The bargaining unit members of the University Academic Policy Committee shall hear all such procedural appeals and shall render a final decision. As to remedy, the bargaining unit members of the University Academic Policy Committee shall be limited to remanding the matter back to the Faculty Development Committee with specific procedural instructions. Except as set out hereafter, appeals regarding the actions of the Provost under this Article shall be limited to an alleged failure by the Provost to follow the required procedure and shall be processed under the grievance and arbitration provisions of this Agreement as to the basis for any such deviation from these recommendations.

6. Notification

The University shall notify recipients of summer fellowships by March 18 of the academic year preceding the summer for which the awards are applicable if the Provost has received the recommendations from the Faculty Development Committee, as aforesaid, by the preceding March 1.

F. Summer Developmental Fellowships

1. Eligibility

All full-time members of the bargaining unit shall be eligible to make application for summer developmental fellowships, except that full-time bargaining unit members who are receiving a stipend from another source to cover living expenses during the summer months or who are engaged in teaching more than one (1) course during the summer shall not be eligible for summer developmental fellowships. Full-time members of the bargaining unit who do not receive summer fellowships shall have priority for the assignment of summer teaching. Members of the Faculty Development Committee shall not be eligible for summer fellowships during the term for which they were elected.

2. Number and Amount of Awards

There shall be fourteen (14) such fellowships during each year of this Agreement. If there are insufficient qualified applications the unused developmental fellowships shall be added to the pool for summer fellowships. Such fellowships shall carry a stipend of \$8,554 during the first year of this Agreement, and increase in years 2 and 3 of this Agreement by the same percentage as salaries increase.



If the recipient of a summer developmental fellowship is a member of the library faculty, the recipient shall receive twenty (20) days credit toward the 205 work days per year (September 1 - August 31) due the University. The recipient shall propose a schedule for such compensatory time. If the Dean of University Libraries disagrees with the schedule proposed by the recipient, he/she shall respond in writing with an alternate schedule. If the recipient and the Dean of University Libraries are unable to agree on a schedule, the matter shall be referred to the Provost for a determination.

### 3. Conditions

Such fellowships shall be granted for projects (other than scholarly research, writing or creative projects) that will contribute to the professional development of the bargaining unit member and be of benefit to the University. Such professional development projects include, but are not limited to, study within the bargaining unit member's area of expertise, mastering of new disciplinary subject matter and/or techniques, curriculum development, and/or service to the bargaining unit member's discipline or profession. Recipients shall be obligated to return to the University for at least one (1) full year of service after such leave. Within ninety (90) days after the return from such leave, a recipient shall be required to submit to the President, with copies to the Provost, the faculty member's dean or supervisor and his/her department or staff, a complete written report of the project undertaken. The Provost will keep said reports on file and make them available to the Chairperson of the Faculty Development Committee upon request.

### 4. Procedures

The Faculty Development Committee shall first screen the pool of applicants in order to remove from the pool any proposals which the committee determines lack sufficient merit to be appropriate for funding by the University. Thereafter the committee shall select from the remaining pool of applicants the number of full-time bargaining unit members equal to the number of developmental summer fellowships made available by the University for that year. If there are more than the aforesaid number of applicants in the pool, after the initial merit screening referred to above, the committee will not recommend a developmental summer fellowship for bargaining unit members who have had three (3) or more summer or developmental fellowships in the six (6) years prior to the year they would be granted the developmental summer fellowship, unless all full-time bargaining unit members in the pool who have not had three (3) or more summer fellowships in the previous six (6) years are included on the list of recommended bargaining unit members.

### 5. Appeal

Bargaining unit members may appeal the failure of the Faculty Development Committee to follow the required procedure hereunder, but no appeal may be filed on the basis that the Faculty Development Committee has made an error in judging the merit of any proposal. The bargaining unit members of the University Academic Policy Committee shall hear all such procedural appeals and shall render a final decision. As to remedy, the bargaining unit members of the University Academic Policy Committee shall be limited to remanding the matter back to the Faculty Development Committee with specific procedural instructions. Except as set out hereafter, appeals regarding the actions of the Provost under this Article shall be limited to an alleged failure by the Provost to follow the required procedure and shall be processed under the grievance and arbitration provisions of this Agreement as to the basis for any such deviation from these recommendations.

6. Notification

The University shall notify recipients of developmental summer fellowships by March 18 of the academic year preceding the summer for which the awards are applicable if the Provost has received the recommendations from the Faculty Development Committee, as aforesaid, by the preceding March 1.

G. Bargaining Unit Travel and Other Business Related Expenses

1. Travel Fund

a. The parties acknowledge the value of bargaining unit participation at professional meetings and structured workshops, seminars, and clinics. During the first year of this Agreement, the University will reimburse full-time and Priority Adjunct members of the bargaining unit up to \$2,220 per member for travel, registration, food, lodging, and other expenses incurred in connection with such person's actual participation in professional meetings and structured workshops, seminars, and clinics during the first year of the Agreement and then shall increase by the percent across-the-board salary increase in the two subsequent years.

Such travel reimbursement shall increase by the same percentage as the across-the-board salary increase during each succeeding year of this Agreement.

b. The University shall continue to administer bargaining unit travel funds according to the policy agreed to by the University and the AAUP. A copy of this policy will be

provided to all eligible bargaining unit members at the beginning of each academic year.

c. Reimbursement for use of private vehicles for such travel shall be made according to the provisions of Article XXIV.

2. Reimbursement of Expenses Associated with Scholarly Study, Research, Writing, and Creative Projects Related to Composing, Producing, and Performing

a. Eligibility

All full-time members of the bargaining unit shall be eligible to make applications for reimbursement of out-of-pocket expenses that are directly related to scholarly study, research, writing, and creative projects related to composing, producing, and performing, including the expenses incurred during final preparation of a manuscript. Members of the Faculty Development Committee shall not be eligible for such reimbursements during the term for which they were elected.

b. Reimbursement Fund

The University shall allot \$41,691 during the first year of this Agreement, subject to increase by the across-the-board increase in years 2 and 3, for a fund for reimbursement of expenses associated with scholarly study, research, writing, and creative projects related to composing, producing, and performing, including the expenses incurred during the final preparation of a manuscript. Bargaining unit members may apply for such reimbursement in amounts not to exceed 10% of each year's total fund. Reimbursement shall be made on the basis of actual out-of-pocket expenses paid or incurred, as evidenced by the submission to the University of receipted bills or other appropriate evidence of such expenditure.

c. Conditions

Reimbursements may be made for expenses associated with scholarly study, research, writing, and creative projects related to composing, producing, and performing, including the expenses incurred during the final preparation of a manuscript, that will be of benefit to the University and contribute to the professional development of the bargaining unit member.

(i) Within ninety (90) days of the end of the academic

year during which the scholarly study, research, writing, or creative project related to composing, producing, and performing is to occur, a recipient shall be required to submit to the Provost, the bargaining unit member's dean or supervisor, and his/her department or staff, a written report including a description of the initial proposal and a summary of the activities undertaken during the scholarly study, research, writing, or creative project related to composing, producing, and performing. The Provost will keep said reports on file and make them available to the Chairperson of the Faculty Development Committee upon request.

(ii) Procedures for reimbursement and advances, as agreed to by the University and the AAUP, shall be sent to all eligible bargaining unit members when the University notifies them of approval of their applications (see Section f, below).

d. Procedures

The Faculty Development Committee shall draw up a list of bargaining unit members recommended for reimbursement of eligible expenses. The Chairperson of the committee shall forward a copy of the recommendations together with the relevant applications from the recommended bargaining unit member to the Provost.

e. Appeal

Bargaining unit members may appeal in writing the failure of the Faculty Development Committee to follow the required procedure hereunder, but no appeal may be filed on the basis that the Faculty Development Committee has made an error in judging the merit of any proposal. The bargaining unit members of the University Academic Policy Committee shall hear all such procedural appeals and shall render a final decision. As to remedy, the bargaining unit members of the University Academic Policy Committee shall be limited to remanding the matter back to the Faculty Development Committee with specific procedural instructions. Except as set out hereafter, appeals regarding the actions of the Provost under this Article shall be limited to an alleged failure by the Provost to follow the required procedure and shall be processed under the grievance and arbitration provisions of this Agreement as to the basis for any such deviation from these recommendations.

f. Notification

The University shall notify recipients of reimbursement by March 18 of the academic year preceding the academic year for which the reimbursement is applicable if the Provost has received the recommendations from the Faculty Development Committee, as aforesaid, by the preceding March 1.

H. On-Campus Training and Development Projects

The parties recognize that the rapid development of technologies for both teaching and research has created a growing need for bargaining unit skill development. The parties also recognize that such development is often best accomplished through on-campus training and development projects, which may include on-line delivery. Therefore, the University shall take appropriate steps to establish and fund such development projects.

I. Additional Bargaining Unit Development Support

The University may grant additional development support to members of the bargaining unit, provided that research leaves, professional development leaves, and summer fellowships may be granted only pursuant to the procedures set forth elsewhere in this Article.

**ARTICLE XXXII**

**INTELLECTUAL PROPERTY AND DISTANCE LEARNING**

A. Scope

This Article sets forth the rights and obligations of the parties hereto as to intellectual property rights of the University and of the members of the bargaining unit, such rights to include, but not to be limited to, rights in intellectual property that can be trademarked, copyrighted, or patented. This Article also sets forth the terms and conditions which shall pertain to courses delivered by the University in those modes which collectively have come to be called "distance learning."

B. Definitions

1. Copyright/Copyrightable

Original works of authorship, including computer programs, fixed in any tangible medium of expression, now known or later developed, from which such works can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device. Works of authorship include but are not limited to the following categories:

- a. musical works, including any accompanying words;
- b. dramatic works, including any accompanying music;
- c. pantomimes and choreographic works;
- d. pictorial, graphic, and sculptural works;
- e. motion picture and other audiovisual works;
- f. sound recordings;
- g. architectural works; and
- h. literary works

## 2. Intellectual Property

Any trademarkable, copyrightable, or patentable matter or any intellectually created tangible thing or matter, including, but not limited to:

- a. books, texts, articles, monographs, glossaries, bibliographies, study guides, laboratory manuals, syllabi, tests and work papers;
- b. lectures, musical and/or dramatic compositions, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids;
- c. video and audio tapes and cassettes;
- d. computer programs; live video and audio broadcasts;
- e. programmed instruction materials;
- f. drawings, paintings, sculptures, photographs, and other works of art.

## 3. Patent/Patentable

- a. Utility inventions or discoveries which constitute any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, as such is further defined in 35 USC sections 100, 101.
- b. Ornamental designs, being new, original, and ornamental designs for an article made, as such is further defined in 35 USC section 171, et seq;
- c. Plant patents, being for the asexual reproduction of a distinct and new variety of plant, including cultivated spores, mutants, hybrids, and newly found seedlings, other than a tuber propagated plant or plant found in an uncultivated state as such is further defined in 35 USC 161, et seq.

## 4. Trademark/Trademarkable

Any work, name, symbol, or device or combination thereof adopted

and used by a bargaining unit member to identify his/her goods and distinguish them from those made, manufactured, or sold by others.

C. Allocation of Ownership

The parties are committed to providing an environment that supports the teaching and scholarly activities of the members of the bargaining unit. As a matter of principle, the University encourages the members of the bargaining unit, and all members of the University community, to publish without restriction their papers, books, and other forms of communication in order to share openly and fully their findings and knowledge with colleagues and the public. This allocation of ownership provision is intended to promote and encourage excellence and innovation in teaching and scholarship by identifying and protecting the rights of the University and the bargaining unit members.

Ownership of intellectual property created by members of the bargaining unit shall vest in the creator except under any of the following circumstances:

1. Subordination to Other Agreements

Intellectual property that is developed in the course of or pursuant to a third-party agreement to which the University is a party shall be determined in accordance with the terms of that third-party agreement. In the absence of terms specifically assigning ownership, the intellectual property shall become the sole property of the University only if such ownership is conferred upon the University by operation of another provision of this Article, or shall become the joint property of the University only if the terms of such agreement directly or indirectly create significant University monetary obligations as to the intellectual property developed thereunder, in which event the specific division of ownership will be worked out on a case-by-case basis.

2. Negotiated Agreements

The intellectual property shall belong to the University, or to the bargaining unit member and the University jointly, when such intellectual property is created by a bargaining unit member under an express agreement negotiated between the bargaining unit member and the University, which agreement specifies the intellectual property to be created thereunder, allocates ownership interests, and specifies the nature and amount of remuneration to be received by the bargaining unit member in return for the work negotiated.

3. Substantial Use of University Resources

Where the substantial use of University resources occurs, the

University and the bargaining unit member shall be joint owners of the intellectual property, and the creator and the University shall negotiate the allocation of specific ownership interests, amounts of remuneration, respective obligations, etc. "Substantial use" includes projects undertaken by the bargaining unit member with the benefit of substantial or unusual funds, facilities, or opportunities which the bargaining unit member would not ordinarily be entitled to have for any chosen project. Examples of such support include special funding and release time from other duties. "Substantial use" ordinarily does not include the use of office space, a desktop computer, supplies, customary secretarial and student assistance, access to libraries and other information sources, or other such support.

The symbiotic nature of the relationship between Rider University and the members of the AAUP bargaining unit produces benefits to both the University and the members. This proposition is as true with regard to scholarship as it is regarding teaching and value. Among those benefits, with respect to scholarship, are enhanced personal and institutional prestige and increased grant support. Consequently, the University wishes to encourage research and other scholarly activities and makes its facilities available to aid in the achievement of these ends, as well as the enhancement of Rider's mission as a "Teaching University."

University facilities to which bargaining unit members are (in the language of Article XXIX of the Agreement) "ordinarily entitled", that is, which are made available in the ordinary course of members' performance of their teaching and scholarly activities include by way of example:

1. An office, equipped as required under Article XXIII(B) of the Agreement;
2. A desktop computer in accord with Section XXIII(G) of the Agreement and the relevant policies of Rider's Office of Information Technology;
3. Secretarial support per Section XXIII(F) of the Agreement;
4. Student assistance, such as via independent studies and other supervised individual student experiences as contemplated under Article XXV(J); student work study assignments and the like;
5. The University Libraries and other University-provided information sources;
6. Laboratory space and equipment normally available to a particular bargaining unit member;
7. Leaves, fellowships, and grants made available by the University which qualified faculty members may apply for



and which are awarded on a competitive basis.

However, the AAUP and the University agree that there will be circumstances under which a bargaining unit member's "substantial use" of Rider's resources will give the University the legitimate right to participate in the management, protection, marketing, and financial rewards of specific intellectual property rights. Article XXIX(3) of the Agreement acknowledges this possibility.

However, the AAUP and the University also recognize that no definition of "substantial use" can capture this concept comprehensively and for the duration of even a single, multi-year collective bargaining agreement. Therefore, this M.O.U. is intended to provide the administration and the bargaining unit members with guidance, and to be revised by mutual agreement of the parties as necessary or advisable during the term of the Agreement.

"Substantial or unusual funds, facilities, or opportunities," as used in Article XXIX(3) refers to support that is not usually made available to bargaining unit members in the ordinary course or performance of their teaching and scholarly activities. Such support includes by way of example:

1. Funding provided on a non-competitive basis to develop the intellectual property;
2. Release time provided on a non-competitive basis from other duties to work specifically on the development of the intellectual property;
3. Prosecution of a patent;
4. Development of a business plan;
5. Procurement of investment capital;
6. Production and/or marketing of a product.

Section 3 of Article XXIX, "Substantial Use of University Resources," is itself a "residual" provision in that Section (1) "Subordination to Other Agreements," and Section (2), "Negotiated Agreements," are likely to capture most situations in which the University will be entitled to participate with the bargaining unit member in the handling and rewards of a particular piece of intellectual property.

1. In the first instance, the third-party contract is likely to set out the tripartite relationship regarding any intellectual property resulting from the research.
2. In the second, the member is likely to have approached the University, or the University has approached the

member, and together they will have agreed, typically in writing, on the nature and scope of the project and Rider's support of it.

Neither of these situations implicates Article XXIX(3), except by way of definitional guidance.

Section (2) is sufficiently broad to cover those occasions where a member had already created the intellectual property and is seeking the University's support for such things as:

1. Additional research funding to further develop the intellectual property;
2. Prosecution of a patent;
3. Beta testing of a product;
4. Development of a business plan;
5. Procurement of investment capital;
6. Production and/or marketing of a product.

Ownership of the names "Rider University" and "Rider Broncos/Broncs" and their related logos are the registered trademarks and servicemarks of Rider University. While a member of the bargaining unit may normally identify him- or herself as affiliated with Rider University when engaged in personal consulting, the use of the University's name, trademarks, and servicemarks may not be used in personal publicity, press releases, advertising, or product promotion without the prior written approval of the Provost.

#### 4. Obtaining Copyrights, Patents, and Trademarks

Unless otherwise expressly agreed, the University assumes no obligation for assisting or assuring the acquisition of copyrights, patents, and trademarks for intellectual property created by bargaining unit members.

#### D. Distance Learning Courses

The term "Distance Learning Course," as used in this Agreement, refers to any course in which communication at a distance between teacher and student(s) substitutes in part or in whole for the normal face-to-face classroom contact mandated by the regular classroom schedule as approved by the appropriate APC. Such communication at a distance may be accomplished by any one or more media, including but not limited to television, radio, Internet, compact disc, video or audio tapes, film, or print.

##### 1. Review and Approval of Distance Learning Courses

All aspects of distance learning courses (or modifications thereof) shall comport with all of the standard practices, procedures, and criteria which have been established for traditional in-the-classroom courses. This includes but is not limited to departmental review and recommendation of such courses to the appropriate APC which will have oversight of all such courses in order to ensure conformity with previously established traditions of course quality and relevance. The above review shall occur even when the proposed distance learning course is a section of an already existing and approved course.

## 2. No Workload Requirement

No faculty member shall be required to develop or teach a distance learning course.

## 3. Faculty Responsibilities

Faculty will have the same responsibility for the selection and presentation of materials and points of view in a distance learning course as they have in a traditional in-the-classroom course,

## 4. Enrollment Maximums

Enrollment maximums for distance learning courses shall be no greater than for the same or similar level in-the-classroom courses offered by that department or program. Specific enrollment limits shall be set by the department offering the course. Departments are encouraged to seek the advice of the DLAC when setting enrollment maximums.

## 5. Workload Credit

A distance learning course will be credited as a separate preparation such that a faculty member teaching two sections of a course, one using a traditional classroom modality and the other being taught as a distance learning course, shall be credited with two separate preparations for the first three times he/she teaches both in the same semester.

## 6. Recording of Distance Learning Courses

Any recording of a distance learning course will occur only with the permission of the instructor and will remain the property of the instructor. Neither the instructor nor the University shall sell the recording to a third party for use outside the University's academic curriculum.

# **ARTICLE XXXIII**

## SICK LEAVE

### A. Schedule

Full-time bargaining unit members, reading clinicians who are at least half-time and priority-adjunct members of the bargaining unit shall be entitled to compensated sick leave in accordance with the following schedule.

<b>Years of Service</b>		<b>Weeks of Compensated Sick Leave</b>				
<b>More Than</b>	<b>But Less Than</b>	<b>Full Pay</b>	<b>75% Pay</b>	<b>50% Pay</b>	<b>25% Pay</b>	<b>Total Weeks Comp. Sick Leave</b>
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

### B. Accrual

Unused sick leave may not be accrued.

### C. 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.

### D. 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.

E. 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.

F. Deductions

Whenever eligible, bargaining unit members shall be required to apply for Temporary Disability 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.

G. 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.

H. 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.

I. 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)(13)(a)(iv) and at other institutions as specified in Article XXXI(B)(13)(b)(ii).

J. 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, his/her 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.

## ARTICLE XXXIV

### COMPENSATION AND EMPLOYEE BENEFITS

#### A. 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

The following across-the-board increases in compensation shall be paid to those full-time members of the bargaining unit (and only to such persons) who were or are employed at the University on January 1 of the calendar year in which such increases shall take effect and shall be effective as of September 1 of that year.

##### Year One (September 1, 2014 – August 31, 2015)

In year one of this Agreement there will be no across-the-board increase to base salary.

##### Year Two (September 1, 2015– August 31, 2016)

In year two of this Agreement, there will be a 2.0% increase to base salary.

##### Year Three (September 1, 2016– August 31, 2017)

In year three of this Agreement there will be a 2.4% increase to base salary.

Notwithstanding the foregoing, a full-time bargaining unit member

will receive the applicable minimum base salary set forth hereinafter if such base salary is higher than the salary to which he/she otherwise would be entitled (after the across-the-board increases provided for herein).

2. Minimum Base Salaries

a. The following minimum base salaries by rank for full-time member of the bargaining unit shall be effective as set out hereafter; the minimum base salaries will rise by the same percentage as the across-the-board salary increase for years two (2) and three (3) of the Agreement as determined in 1., above.

<b>Rank</b>	<b>9/01/14</b>	<b>9/01/2015</b>	<b>9/1/2016</b>
Professor Professor-Librarian	\$110,995	\$113,215	\$115,935
Assoc. Professor Assoc.Prof.-Librarian	\$88,910	\$90,690	\$92,870
Asst. Prof. II Asst. Prof. II-Librarian	\$78,695	\$80,270	\$82,200
Asst. Prof. I Asst. Prof. I-Librarian Reading Clinician	\$72,400	\$73,850	\$75,625
Instructor Instructor-Librarian	\$66,970	\$68,310	\$69,950
Athletic Staff III	\$101,120	\$103,145	\$105,625
Athletic Staff II	\$76,965	\$78,505	\$80,390
Athletic Staff I	\$65,365	\$66,675	\$68,280

3. Longevity Increases

a. 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.

b. 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 rate, 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.

#### 4. Adjunct Salaries

a. Adjunct members of the bargaining unit who have been previously employed by the University as part-time members of the bargaining unit shall receive across-the-board increases as specified in Section (A)(1) herein above.

b. Notwithstanding the foregoing, adjunct members of the bargaining unit will receive the following applicable minimum base salary per course if such salary is higher than the salary to which they would otherwise be entitled after the foregoing across-the-board increase.

(i) Compensation for each three-hour undergraduate and graduate course by faculty rank and effective date is stated below for the first year of this Agreement. Across-the-board-salary increases for years two (2), three (3) shall be calculated as described in Section (A)(1) herein above.

<b>Rank</b>	<b>9/01/14</b>	<b>09/01/15</b>	<b>09/01/16</b>
Professor	\$5,645	\$5,760	\$5,900
Associate	\$5,255	\$5,365	\$5,495
Assistant	\$4,830	\$4,930	\$5,050
Instructor	\$4,435	\$4,525	\$4,635



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, except that full-time bargaining unit members teaching in the summer session shall receive \$200 more than the applicable listed rate.

#### 5. 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:

- a. For promotion to Associate Professor or Athletic Staff II, \$1,000.
- b. 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.

#### 6. 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.

#### 7. 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.

- a. 11:00 p.m. to midnight on Monday through Friday;
- b. 5:00 p.m. to midnight on Saturday;
- c. 11:00 a.m. to midnight on Sunday;
- d. any day designated by the University administration as a University holiday.

8. 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:

- a. Chairperson of the University Academic Policy Committee - \$1,750 per year.
- b. Chairperson of a college Academic Policy Committee - \$1,400 per year.
- c. Committee members who simultaneously serve on both the University and a college Academic Policy Committee - \$1,050 per year.
- d. Other Academic Policy Committee members - \$725 per year.
- e. 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.

B. 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.

2. Health Benefits

a. 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.

b. 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, and the HMO with prescriptions, all as referenced in Appendix.

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.

c. 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.

d. 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 1<sup>st</sup> to review these reports and to consider the implementation of the suggested strategies.

### 3. BeneFlex Benefits Plan

a. 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:

- i. benefits provided under one of the health plans in section 2(b) above;
- ii. participation in BeneSave flexible spending accounts;
- iii. premiums for dependent coverage paid on a pre-tax basis.

b. 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).

c. 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.

d. 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.

e. 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.

f. It is agreed that individual full-time members of the bargaining unit 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 without prescriptions plan 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.

g. 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.

4. BeneSave Flexible Spending Accounts

a. 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.

b. In addition, the University will provide to each full-time member of the bargaining unit, as of January 1 following the completion of his/her first full year of service at the University and as of each subsequent January 1 during the period that he/she is a full-time bargaining unit member, the sum of \$550 per calendar year, to be utilized by such bargaining unit members to pay for eligible medical or dependent care expenses through a BeneSave Flexible Spending Account as allowed by law under such plans or to pay the cost of dependent coverage under any Rider sponsored health care plan

5. 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 are also participants in the Rider University regular retirement program, will receive a Monthly Premium Annuity Benefit equal to 13.50% of 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.

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

#### 6. 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.

#### 7. 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 8.50% during the life 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.

## 8. Benefits for Adjunct Bargaining Unit Members

### a. 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 except for the BeneSave Flexible Spending Accounts features of item 4(b). The University will pay for individual medical insurance for such adjunct bargaining unit members holding Priority Appointment Status or half-time Reading Clinicians 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.

b. 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.

c. 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.

d. 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 Purchase of Health Insurance

Bargaining unit members who are not otherwise eligible for the University's medical insurance plan or HMO coverage under this Agreement may, at their own expense and to the extent permitted by the insurance carrier, purchase such coverage under the University's group plan, subject to the exclusion of all pre-existing conditions.

## 10. 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.

## 11. 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.

## 12. 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.

## 13. Tuition Remission

### a. Attendance at Rider University

#### (i) Eligibility for Tuition Remission at Rider University

(a) 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.

(b) 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.

(c) 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.

(d) Reading Clinicians may enroll in Rider University graduate courses exempt from the payment of tuition, but shall be charged all other applicable fees.

(ii) 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.

(iii) 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.

(iv) 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.

(v) 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.

b. Attendance at Other Institutions

(i) 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.

(ii) 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.

(iii) 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.

14. 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.

**ARTICLE XXXV**

**SALARY ADJUSTMENT**

A. Conditions for Salary Adjustment

In the event that a full-time member of the bargaining unit, other than a member of the professional athletic staff, receives an offer of full-time employment from another institution of higher education, upon the presentation to the University of a written offer of appointment signed and dated by an appropriate agent of the offering institution, the University may offer to increase the base wage rate of such bargaining unit member to an amount that either exceeds or equals the wage rate offered by the other employer; may offer to increase the base wage rate of the bargaining unit member by an amount that is less than the wage offered by the other employer; or may decline to make any offer of an increase in the wage rate of the bargaining unit member.

For salary adjustments involving members of the professional

athletic staff, see Article XVI, Professional Athletic Staff.

B. Procedures for Salary Adjustment

Copies of the documentation of the offer of employment from another employer, together with the University's final written offer in response thereto, shall be forwarded to the AAUP by the University. If accepted, any such offer of increased compensation shall be made effective as the individual and the University may agree, but no such offer shall take effect retroactively.

**ARTICLE XXXVI**

**VOLUNTARY SEPARATION**

Negotiated Separation

Members of the bargaining unit and the University shall be free, on a case-by-case basis, to negotiate directly and agree upon the terms and conditions of separation of any such member of the bargaining unit. If an individual member of the bargaining unit so elects, the AAUP may represent such individual in negotiation with the University. Terms agreed upon with respect to one individual shall not bind the University to offer or agree upon the same or similar terms with respect to any other individual.

**ARTICLE XXXVII**

**TRANSFER OF FACULTY**

A. Initiation and Review Procedures for the Transfer of Bargaining Unit Members

A request to transfer a bargaining unit member from one academic department or division to another may be initiated by the Provost, by a dean, by the department or division to which the bargaining unit member would transfer ("Requested Department"), or by the affected bargaining unit member ("Individual"). The aforementioned parties may also initiate requests to transfer an Individual from one discipline to another ("Requested Discipline") in a multi-disciplined department, as specified in Article XIV, Section D.

Regardless of the source of the request, consultation shall occur among the Individual, the dean of the Individual's college, the chair and members of the Individual's department or division, the dean of the Requested Department's college, and the chair and members of the Requested Department. The University shall not transfer an Individual without the approval of both that Individual and the Requested Department.

Procedures for initiating requests to transfer an Individual from one department or division to another or from one discipline to another in a multi-disciplined department shall be as follows:

1. Initiation by the Provost or a Dean

If the Provost or a dean seeks to initiate a transfer, he/she shall notify the chair and members of the Requested Department.

2. Initiation by a Department or Division

If a department or division seeks to initiate a transfer, the chair shall notify the dean of his/her college.

3. Initiation by a Bargaining Unit Member

If a bargaining unit member seeks to initiate a transfer, he/she shall request such transfer through his/her chair, who shall notify the dean of his/her college.

The chair and bargaining unit members of the Requested Department or Requested Discipline in a multi-disciplined department shall review the credentials of the Individual, including his/her qualifications in relation to the department's or divisions instructional program, and shall formulate a written recommendation. In a case of transfer within colleges, such written recommendation shall be transmitted to the dean of the college. In a case of transfer between departments in different colleges, such written recommendation shall be transmitted to the Provost. Subject to the approval of the Individual and the Requested Department or Requested Discipline, the dean shall make the final determination regarding transfers within his/her college. Subject to the approval of the Individual and Requested Department or Requested Discipline, the Provost shall make the final determination regarding transfers between departments in different colleges.

B. Rank, Tenure, and Seniority

Rank and tenure of all bargaining unit members are determined by the provisions of Articles VI, VII, VIII, and X. An Individual's rank and tenure shall not be affected by a transfer. An Individual transferred from one department, division, or discipline to another shall accrue seniority for the purposes of lay-off both in his/her previous department, division, or discipline and in his/her new department, division, or discipline for a period of five (5) years. Thereafter, he/she shall accrue seniority for the purposes of lay-off only in his/her new department, division, or discipline.

**ARTICLE XXXVIII**

## SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be illegal, void, or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect to the same extent as if that provision had never been incorporated in this Agreement, and in such event the remainder of this Agreement shall continue to be binding upon the parties hereto.

## ARTICLE XXXIX

### LENGTH OF CONTRACT: FUTURE NEGOTIATIONS

#### A. Expiration of Contract

This Agreement shall be effective as of September 1, 2014, except as specifically provided herein, and shall expire August 31, 2017.

#### B. Future Negotiations

The parties shall commence negotiations toward a new collective bargaining agreement on or about June 1, 2017. Prior thereto, both the AAUP and the University shall exchange proposals for inclusion in such new collective bargaining agreement by May 1, 2017.

## ARTICLE XL

### ENFORCEABILITY

#### A. Parties to Enforcement

This Agreement shall be binding upon and is exclusively between the Rider University Chapter of the AAUP and Rider University. All rights and privileges claimed under the terms of this Agreement shall be enforceable only by the AAUP and by Rider University unless otherwise specifically provided herein.

#### B. Parties Authorized to Act for the University

No department chairperson acting for the University under this Agreement who has not been duly appointed under the terms of this Agreement (except the associate deans or directors who direct graduate divisions) shall carry out administrative functions under this Agreement.

C. Priority of This Agreement

The rights, privileges, and obligations of the parties hereto, and all of the terms set forth in this Agreement, shall be incorporated by reference into and made part of any individual agreement between such member and the University. In the event of a conflict between terms of any individual agreement and the terms of this Agreement, the latter shall be controlling.

ATTESTATION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of September 1, 2014.

Dated: Lawrence Township, New Jersey      Date: \_\_\_\_\_

**Rider University**

**Rider University Chapter of the  
American Association of  
University Professors**

\_\_\_\_\_  
Provost

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

# Appendices

# Appendix A

## Health Benefits Plan

- I. The University will sponsor Preferred Provider Organization (PPO) health benefits plans, which benefits will be as outlined on the attached plan summary. The Plans will be underwritten and administered on a self-insured basis utilizing a national insurance company for its breadth of network and claims adjudication. Coverage for items not listed on the attached plan summary or in this appendix shall be as provided for under the “Rider Traditional Plan”, except that where applicable, reimbursement for out-of-network care shall be at the 80% rate, while reimbursement for in-network care shall be at the 100% rate.

Medical expenses for outpatient services for mental and nervous disorders, including substance abuse problems, that are performed by an in-network provider shall be reimbursed at one hundred percent (100%) of covered expenses after satisfying a \$25 copay. The same outpatient medical services performed by an out of network provider shall be reimbursed at eighty percent (80%) after satisfying the annual deductible. Services must be provided by a licensed psychiatrist or psychologist, a licensed (or certified) social worker, a licensed professional counselor, or a licensed family counselor. Medical expenses for inpatient care for mental and nervous disorders, including substance abuse problems, shall be reimbursed at the same rate as for any other hospitalization.

Coverage for off-label drug use shall be provided on the same basis as required under New Jersey state statutes for health benefits provided through the medium of the purchase of a health insurance policy from an insurance company licensed to do business in the State of New Jersey. (See New Jersey Permanent Statutes 17b:2b-2.1g.)



The following coverages will be added to the University's self-insured medical plans:

1. Autism coverage-will be treated the same as all other disabilities
2. Hearing aid coverage – for dependent children 15-years and younger
3. Phenyl-free enteral formula for treatment of inherited metabolic diseases (including infant formula consumed orally)
4. Oral contraceptive drugs

II. Two additional plan options, one a Preferred Provider Organization and the other a self-insured HMO with prescriptions are available January 1, 2012. Those benefits are outlined in the attached plan summaries.

III. Bargaining unit members may extend their individual coverage to include their spouse, domestic partner and eligible dependents either at their own expense or with sums available through the Bene- Save Flexible Spending accounts described in Article XXXIV.B4. Eligible dependents will include disabled children beyond the age of 26, if said child is mentally or physically handicapped and thereby incapable of earning his or her own living and is dependent upon the bargaining unit member for support.

# RIDER UNIVERSITY

Single Option PPO – 100/80

Effective 1/1/2012

		PLAN PROVISIONS	
MEDICAL BENEFITS		In-Network	Out-of-Network
• Deductible*		None	\$300
• Out of Pocket Maximum (including deductible)		None	\$3,300
• Lifetime Maximum		Unlimited	Unlimited
<b>PHYSICIAN SERVICES</b>			
• Physician Visits		100% after \$25 copay	80% after deductible
• Preventive Care (Well child care, physical exams)		100%	80% after deductible
• OB/GYN Preventive Care		100%	80% after deductible
• Lab Tests/Diagnostic Imaging		100%	80% after deductible
<b>HOSPITAL SERVICES</b>			
• Hospitalization (room and board)		100%	80% after deductible
• Outpatient Surgery (Lab and Diagnostic Testing)		100%	80% after deductible
• Physician Services		100%	80% after deductible
• Emergency Room Visit		100% after \$35 copay	100% after \$35 copay
<b>MATERNITY CARE</b>			
• Physician Visits		100% after initial \$25 copay	80% after deductible
• Hospital/Delivery		100%	80% after deductible
<b>PRESCRIPTION DRUGS</b>			
• Retail (30-day Supply)		\$5/\$25/\$40	80% after deductible
• Mail Order (90-day Supply)		\$10/\$50/\$80	80% after deductible

\*Family limit is 3 times individual amount

5/24/2011

# RIDER UNIVERSITY

## Single Option PPO – 90/70 Safety Net

Effective 1/1/2012

MEDICAL BENEFITS	PLAN PROVISIONS	
	In-Network	Out-of-Network
<ul style="list-style-type: none"> <li>Deductible*</li> <li>Out of Pocket Maximum (including deductible)</li> <li>Lifetime Maximum</li> </ul>	None \$1,500 Unlimited	\$500 \$3,500 Unlimited
<b>PHYSICIAN SERVICES</b>		
<ul style="list-style-type: none"> <li>Physician Visits</li> <li>Preventive Care (Well child care, physical exams)</li> <li>OB/GYN Preventive Care</li> <li>Lab Tests/Diagnostic Imaging</li> </ul>	100% after \$25 copay 100% 100% 90%	70% after deductible 70% after deductible 70% after deductible 70% after deductible
<b>HOSPITAL SERVICES</b>		
<ul style="list-style-type: none"> <li>Hospitalization (room and board) <b>Safety Net**</b></li> <li>Outpatient Surgery (Lab and Diagnostic Testing)</li> <li>Physician Services</li> <li>Emergency Room Visit</li> </ul>	100% 90% 90% 90% after \$35 copay	70% after deductible 70% after deductible 70% after deductible 90% after \$35 copay
<b>MATERNITY CARE</b>		
<ul style="list-style-type: none"> <li>Physician Visits</li> <li>Hospital/Delivery <b>Safety Net**</b></li> </ul>	100% after initial \$25 copay 100%	70% after deductible 70% after deductible
<b>PRESCRIPTION DRUGS</b>		
<ul style="list-style-type: none"> <li>Retail (30-day Supply)</li> <li>Mail Order (90-day Supply)</li> </ul>	\$10/\$30/\$45 \$20/\$60/\$90	70% after deductible Not covered

\*Family limit is 3 times individual amount

\*\*The 10% co-insurance is waived for inpatient hospital stay in a network hospital

5/24/2011

# RIDER UNIVERSITY

HMO WITH RX

Effective 1/1/2012

MEDICAL BENEFITS		PLAN PROVISIONS	
		In-Network	Out-of-Network
• Deductible		None	
• Out of Pocket Maximum		None	
• Lifetime Maximum		Unlimited	
<b>PHYSICIAN SERVICES</b>			
• Physician Visits (annual preventive care)		100%	
• Office visits and primary care physician		100% after \$25 copay	
• Specialist office visit		100% after \$25 copay	
• Gynecological Services		100% after \$25 copay	
• Lab tests/Diagnostic Imaging		100%	
<b>HOSPITAL SERVICES</b>			
• Hospitalization (room and board)		100% after \$200 copay per admission	
• Outpatient Surgery (Lab and Diagnostic Testing)		100% after \$100 copay	
• Physician Services		100%	
• Emergency Room Visit		100% after \$35 copay	
<b>MATERNITY CARE</b>			
• Physician Visits		100% after \$25 copay	
• Hospital/Delivery		100% after \$200 copay	
<b>MENTAL HEALTH</b>			
• Inpatient Coverage		100% after \$200 copay per admission	
• Outpatient Coverage		100% after \$25 specialist office visit copay	
<b>PRESCRIPTION DRUGS</b>			
• Retail (30-day Supply)		\$10/\$30/\$45	
• Mail Order (90-day Supply)		\$20/\$60/\$90	

5/24/2011

# Appendix B

## MILITARY AND RESERVE LEAVE POLICY

REVISED: October 31, 2001

**PURPOSE OF POLICY:** The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) protects job rights and benefits for veterans and members of the reserves. USERRA applies to all employers doing business in this country regardless of size. The law protects all persons serving in the Army, Navy, Marine Corps, Air Force, Coast Guard, Public Health Service commissioned corps, and the reserve components of these services and the National Guard.

If an employee is absent from work due to active military service, Rider University ("the University") will grant the employee a leave of absence for the duration of such period of service up to the maximum required by USERRA, except that this policy shall not reduce any benefits available under any applicable collective bargaining agreement.

**NOTICE:** Unless precluded by military necessity or circumstances under which the giving of notice is otherwise impracticable or reasonable, the employee (or an appropriate officer of the uniformed service) in which the employee is to serve must give to Human Resources as much advance written or oral notice as possible of the need for military leave.

**EXTENT OF BENEFITS:** For the benefits provided to employees on military leave described below, all terms and conditions of the benefits as described in the relevant Summary Plan Descriptions, University policies, or union contracts will govern. Please refer to those documents or contact Rider's Human Resources staff with any questions.

**SALARY CONTINUATION:** Employees will be eligible for salary continuation for up to three (3) months. The employee's full wages will be continued for the first two working weeks of military leave, not to exceed 10 working days per calendar year. Rider will pay the employee the difference, if any, between the employee's military pay and his or her Rider base wages for the remainder of the three months of covered military leave. (Military allowances are not considered in the salary continuation calculation.) For hourly employees, weekly wages will be calculated based on their hours regularly worked and regular rate of pay. For hourly employees who work irregular hours, weekly wages will be determined based on the average hours worked per week during the last eight weeks worked prior to the leave.

**HEALTH BENEFITS:** The University provides the employee with limited health coverage during the military leave. For those on active duty for fewer than three months, the university provides health care coverage as if the employee had not taken leave. Those on active duty for three months or more may elect to continue employer-sponsored health care for up to eighteen months after the initial three month period. As with other extended leaves, the University may require employees electing coverage to pay up to 102% of the full premium. Any injury or illness that results as a direct cause of war is excluded under the University's sponsored health plans. For medical conditions not directly caused by war, the University sponsored health plans will provide coverage during the three month period and, if elected, during the eighteen months extension. Employees should check with appropriate military personnel to determine what medical benefits, if any, are available to the employee and the employee's dependents while on active duty.

**BENESAVE FLEXIBLE SPENDING ACCOUNT:** Deductions from employee pay made to BeneSave accounts will continue as long as the employee is receiving University pay. Employees may continue to submit reimbursement requests against contributions already made to their accounts, consistent with the existing benefit guidelines.

**PENSION PLAN:** The employee and the University will make contributions into the employee's retirement annuity as long as the employee is receiving University pay. The University and employee contributions will be calculated at the applicable percentages on the wages paid by the University. (Pension contributions will not apply to military pay.) If the employee is not receiving any salary through the University where pre-tax contributions can be continued, upon return from active duty, the University will make any contingent matching contributions to the retirement annuity account, provided that the employee also makes the minimum annuity contribution. USERRA requires that both the employee and the University will have three times the length of the employee's military service, to a maximum of five years, to make these retroactive contributions. The University's and the employee's payments will be calculated on the base salary the employee would have earned at the University during the leave period.

**GROUP LIFE INSURANCE:** The coverage will be continued for a leave of absence of up to two years in duration. Employees must be actively employed by the University on the day they become eligible for coverage in order to have coverage under the University's group life insurance plan.

**SHORT TERM DISABILITY:** The coverage will continue as long as the employee is on a paid leave of absence. Once the leave becomes unpaid, the employee is covered for 14 days. If the employee becomes disabled after the 14 day period, the

employee should contact the State of New Jersey and apply for unemployment disability. Coverage will be reinstated upon return to work. If injured while on active duty, the employee may be eligible for military disability benefits.

**Long Term Disability:** If the employee is currently enrolled in the long term disability program at the time leave is commenced, coverage will continue for a leave of absence up to two years in duration. If the employee is not currently enrolled in the long term disability program or if the employee has not met the eligibility requirements at the time the leave commences, the University will activate eligibility once the waiting period is met, even if the employee is on military leave at the time. Time spent on military leave will count towards the period of time necessary for eligibility. Rider's Long Term Disability policy does not pay benefits for any total or partial disability that is due to war, declared or undeclared, or any act of war.

**TUITION REMISSION:** Dependents of employees who are eligible or become eligible for tuition remission benefits will retain this eligibility during the time the employee is on military leave. Time spent on military leave will count towards the period of time necessary for eligibility. As eligibility and benefit descriptions may differ by employee classification, employees should refer to benefits documents or contact Human Resources regarding any questions about this benefit.

**SENIORITY:** Military time will be counted toward length of service for purposes of determining seniority.

**VACATION AND SICK TIME ACCRUALS:** Vacation and sick time accruals will continue during the period that the employee is receiving University pay.

**REINSTATEMENT OF EMPLOYMENT:** Employees must apply for reemployment within 90 days after they are relieved from military service. The University will reinstate returning service members, if they meet the following criteria:

- The employee gave notice to the employer prior to leaving, unless precluded by military necessity;
- The cumulative period of active service did not exceed five years, excluding certain services required by, among other things, a declared war or national emergency;
- The employee was not dishonorably discharged from the military; and
- The employee reported back to the civilian job in a timely manner.

Different issues may arise concerning employee rights during military leave. This policy does not address all such issues. Insofar as issues not addressed in this policy, the University will abide by USERRA and any controlling state laws. Should you have any questions or require further information, please see your Human Resources Department for further information regarding military leave.

# Appendix E

Revised November 6, 2007

## **Mission Statement**

Westminster College of the Arts educates and trains aspiring performers, artists, teachers, and students with artistic interests, to pursue professional, scholarly, and lifelong personal opportunities in art, dance, music and theater. The College consists of two schools: Westminster Choir College and the School of Fine and Performing Arts. Through innovative and integrated programs and a commitment to discipline and excellence, the College serves as a cultural force within the university and community.

Westminster Choir College is a professional college of music with a unique choral emphasis that prepares undergraduate and graduate students for careers in performance, teaching, sacred music, and composition. In an atmosphere that encourages personal and musical growth and nurtures leadership qualities, Westminster Choir College complements professional training in music with studies in the liberal arts. Founded for Christian service, Westminster Choir College was a pioneer in establishing the highest standards in choral performance and church music. Today, the curriculum teaches pluralism and holds service through music to be ennobling, liberating, and integral to a rewarding and productive life.

The School of Fine and Performing Arts focuses on art, dance, music, music theater, theater and arts administration. Through programs that provide a historical, aesthetic, practical and professional perspective, students develop the skills to excel in a professional career while growing intellectually from a broadly based liberal arts curriculum. The School fosters meaningful engagement in the arts to students who wish to become professional artists as well as students who view the arts as an integral part of overall intellectual growth. The School nurtures and challenges the artist within all students and prepares them to contribute to an ever-changing global society.



# Appendix F

## Hourly Adjunct Rank Minima, Princeton Campus Applied Lessons

<b>Private Lessons Hourly Rate MIN (12 lessons/semester)</b>	<b>09/01/2014</b>
<b>Professor</b>	<b>\$74.72</b>
<b>Associate</b>	<b>\$69.51</b>
<b>Assistant</b>	<b>\$63.89</b>
<b>Instructor</b>	<b>\$56.68</b>

**These rates apply to all applied music instruction on both campuses. For years two and three of this Agreement, these rates will be increased in the manner described in Article XXXIV (A)(1).**

# Appendix G

Rider University and the Rider University Chapter agree as follows:

ARTICLE XXXIV(A)(9) of the 2002-2005 Agreement is amended to read as follows:

- a. Part-time members of the athletic staff who serve as head coaches shall be compensated during the period of their employment at a weekly rate at least equal to two-thirds (2/3) of the rate for the rank of Athletic Staff I, prorated on the basis of a 43-week year.
- b. Non-exempt athletic staff are those members of the bargaining unit hired pursuant to Article XVI(I) of this Agreement. They shall be compensated on a salary basis for all straight-time hours worked at the weekly rate of \$410 in year five of this Agreement. All such bargaining unit members shall be required to keep accurate, written time records. Their average workweek shall consist on average of 30 hours. The University shall develop a tracking system and monitor their hours to insure that this average is not exceeded during their seasonal periods of employment. ~~Eligibility for overtime compensation shall be calculated and paid in accord with 29 CFR 778.114 (attachment one) and in accord with the work rules agreed by the parties.~~

Provided time records are accurately maintained, no full- or part-time member of the professional athletic staff will be disciplined because a non-exempt member subject to this provision exceeds the weekly average.

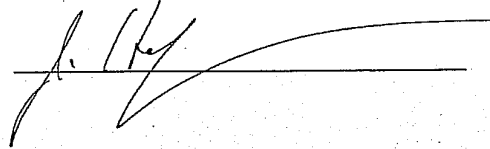
In calculating the average hours worked per week, the University will subtract all overtime hours (which will have been previously paid) from total hours worked over the course of the season and divide the remainder by the total number of weeks worked. If the resulting average is over 30, the difference will be paid at the rate of \$13.67 per hour.

FOR RIDER UNIVERSITY:



Date: 6/27/06

FOR AAUP:



## ATTACHMENT ONE

CODE OF FEDERAL REGULATIONS  
TITLE 29—LABOR  
SUBTITLE B—REGULATIONS RELATING TO LABOR  
CHAPTER V—WAGE AND HOUR DIVISION, DEPARTMENT OF LABOR  
SUBCHAPTER B—STATEMENTS OF GENERAL POLICY OR INTERPRETATION NOT DIRECTLY  
RELATED TO REGULATIONS  
PART 778—OVERTIME COMPENSATION  
SUBPART B—THE OVERTIME PAY REQUIREMENTS  
PRINCIPLES FOR COMPUTING OVERTIME PAY BASED ON THE "REGULAR RATE"  
Current through November 21, 2005; 70 FR 70481

### § 778.114 Fixed salary for fluctuating hours.

(a) An employee employed on a salary basis may have hours of work which fluctuate from week to week and the salary may be paid him pursuant to an understanding with his employer that he will receive such fixed amount as straight time pay for whatever hours he is called upon to work in a workweek, whether few or many. Where there is a clear mutual understanding of the parties that the fixed salary is compensation (apart from overtime premiums) for the hours worked each workweek, whatever their number, rather than for working 40 hours or some other fixed weekly work period, such a salary arrangement is permitted by the Act if the amount of the salary is sufficient to provide compensation to the employee at a rate not less than the applicable minimum wage rate for every hour worked in those workweeks in which the number of hours he works is greatest, and if he receives extra compensation, in addition to such salary, for all overtime hours worked at a rate not less than one-half his regular rate of pay. Since the salary in such a situation is intended to compensate the employee at straight time rates for whatever hours are worked in the workweek, the regular rate of the employee will vary from week to week and is determined by dividing the number of hours worked in the workweek into the amount of the salary to obtain the applicable hourly rate for the week. Payment for overtime hours at one-half such rate in addition to the salary satisfies the overtime pay requirement because such hours have already been compensated at the straight time regular rate, under the salary arrangement.

(b) The application of the principles above stated may be illustrated by the case of an employee whose hours of work do not customarily follow a regular schedule but vary from week to week, whose overtime work is never in excess of 50 hours in a workweek, and whose salary of \$250 a week is paid with the understanding that it constitutes his compensation, except for overtime premiums, for whatever hours are worked in the workweek. If during the course of 4 weeks this employee works 40, 44, 50, and 48 hours, his regular hourly rate of pay in each of these weeks is approximately \$6.25, \$5.68, \$5, and \$5.21, respectively. Since the employee has already received straight-time compensation on a salary basis for all hours worked, only additional half-time pay is due. For the first week the employee is entitled to be paid \$250; for the second week \$261.36 (\$250 plus 4 hours at \$2.84, or 40 hours at \$5.68 plus 4 hours at \$8.52); for the third week \$275 (\$250 plus 10 hours at \$2.50, or 40 hours at \$5 plus 10 hours at \$7.50); for the fourth week approximately \$270.88 (\$250 plus 8 hours at \$2.61 or 40 hours at \$5.21 plus 8 hours at \$7.82).

(c) The "**fluctuating workweek**" method of overtime payment may not be used unless the salary is sufficiently large to assure that no workweek will be worked in which the employee's average hourly earnings from the salary fall below the minimum hourly

wage rate applicable under the Act, and unless the employee clearly understands that the salary covers whatever hours the job may demand in a particular workweek and the employer pays the salary even though the workweek is one in which a full schedule of hours is not worked. Typically, such salaries are paid to employees who do not customarily work a regular schedule of hours and are in amounts agreed on by the parties as adequate straight-time compensation for long workweeks as well as short ones, under the circumstances of the employment as a whole. Where all the legal prerequisites for use of the "**fluctuating workweek**" method of overtime payment are present, the Act, in requiring that ``not less than" the prescribed premium of 50 percent for overtime hours worked be paid, does not prohibit paying more. On the other hand, where all the facts indicate that an employee is being paid for his overtime hours at a rate no greater than that which he receives for nonovertime hours, compliance with the Act cannot be rested on any application of the **fluctuating workweek** overtime formula.

[33 FR 986, Jan. 26, 1968, as amended at 46 FR 7310, Jan. 23, 1981]

Date: 3/1/07

**Memorandum of Understanding  
Between Rider University  
And  
Rider University Chapter, AAUP**

I. The following language is applicable to 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:

Article XXXIV - Compensation and Employee Benefits

B. Employee Benefits

**8. Benefits for Adjunct Bargaining Members**

a. Medical Provision - The following language will constitute a new paragraph under the existing text. "Adjunct bargaining unit members, as defined 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."

d. Life Insurance - The following additional language will be added to the existing text: "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."

2. The following language is applicable to full-time bargaining unit members:

Article XXXIV - Compensation and Employee Benefits

B. Employee Benefits

6. Life Insurance - The following additional language will be added to the existing paragraph. "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.”

FOR RIDER UNIVERSITY

 9-2-09  
\_\_\_\_\_  
Julie A. Karns

FOR THE AAUP

  
\_\_\_\_\_  
Dr. Jeffrey R. Halpern

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