**ARTICLE VII**

**APPOINTMENTS**

1. 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 whether that hire shall be a tenure track position or a Lecturer position (consistent with the limitation on the percentage of Lecturer positions allowed.) The Provost shall notify the department within

fourteen (14) days of their decision. If the Provost decides not to fill the vacancy, they shall provide in written form the reasons for their decision. Final authority with regards to the decision to fill a vacancy or not and whether or not the position will be a tenure track position or a Lecturer position (consistent with the limitation on the percentage of Lecturer positions allowed) 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.

* 1. 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, they shall provide in written form the reasons for their 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 and whether or not the new line(s) will be a tenure track position or a Lecturer position (consistent with the limitation on the percentage of Lecturer positions allowed.) Within thirty (30) days, the Provost shall provide in writing their determination with reasons thereof. Final authority with regards to the decision to create a new line(s) or not rests with the Provost.

In cases where the Department is aware of a potential candidate whose hire would improve the faculty, they may request a target of opportunity line from the Provost. If the Provost approves the line, the hiring process will move directly to the on-campus interview. Within ten (10) days of the completion of the interview, the chairperson and those members of the department who have participated in the interviews shall jointly formulate and transmit to the Dean a written recommendation on whether or not to offer a position to the candidate. Such list shall be accompanied by a written evaluation of the candidate documenting the reasons for the indicated preference. If the interviewed candidate is deemed unacceptable to the department, that shall also be noted, and under no circumstances shall the University offer a position to a candidate who has been found unacceptable by the department. If the department recommends the offering of the position, the Dean shall offer the position to the candidate based on the department’s recommendation, unless the Dean determines that there are other compelling reasons (provided such reasons do not violate academic freedom) for not offering the candidate the position. In such a case, the Dean shall meet with the department within five (5) days 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, no offer will be made and the authorized line will be rescinded. If the department appeals to the Provost, they 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, their reasons, which may not be arbitrary or capricious, will be provided in writing to the department within five (5) days of the rejection. In that case, no offer shall be made and the authorized line will be rescinded.

* 1. 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 three searches or twenty (20%) of the preceding year’s total number of appointments, whichever is greater. 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 reduction in force procedures under Article XV of the Agreement with respect to the affected department or discipline. Where authorization has not been designated as tentative, that authorization shall remain in effect for the remainder of the academic year in which it is granted and the next succeeding academic year only. If, after two academic years, the vacancy has not been filled, the search shall be deemed withdrawn unless renewed by the Provost, which renewal shall be effective for one additional academic year.

* 1. 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 shall carefully consider the benefits of improving the representation of under-represented groups within the applicant pool in developing the requisite qualifications for the position. 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, the Provost shall provide the department with those reasons in writing.

* 1. Recruitment Plan

The Affirmative Action Officer, or their designee, and the Anti-Discrimination, Diversity, Equity and Inclusion Committee will work with each departmental search committee to develop a recruitment plan designed to increase the percentage of under-represented candidates 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.

When conducting a search, the University and the department shall make a good faith effort to create a diverse applicant pool that includes members of under-represented groups.

* 1. 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 department shall carefully consider the candidates’ potential contributions to areas of diversity, equity and inclusion, along with the candidates’ other credentials and experience in developing their final interview pool. 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.

* 1. 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. The department shall carefully consider the candidates’ potential contributions to areas of diversity, equity and inclusion, along with the candidates’ other credentials and experience in developing their ranking of candidates.

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 their 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 they shall meet with the department within ten (10) days of their meeting with the departmental chairperson. At this meeting the Dean shall share their 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 still 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.

* 1. 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 their 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, they 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, they will provide in writing within five (5) days their 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. Where no acceptable candidate is selected, the authorization shall remain in effect for the remainder of the academic year in which it is granted and the next succeeding academic year only. If, after two academic years, no acceptable candidate is selected, the search shall be deemed withdrawn unless renewed by the Provost, which renewal shall be effective for one additional academic year. 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.

* 1. 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 other important needs such as the need to improve departmental contributions in the areas of diversity, equity, and inclusion. 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 AAUP that the future vacancy will not be filled shall be memorialized in an MOU between the Provost, the Dean, the department and the AAUP.

1. 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;

* 1. 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;

* 1. 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;

* 1. 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.

1. 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, https:/[/www.rider.edu/about/offices-services/academic-affairs/collective-bargaining-agreement,](http://www.rider.edu/about/offices-services/academic-affairs/collective-bargaining-agreement) for review of the Agreement. The University shall furnish to newly appointed members of the bargaining unit initial letters of appointment.

1. Tenure Clock

The University shall provide to each new appointee within sixty (60) days of appointment a written statement of the dates on which such individual will be required to apply for and attain tenure, promotion, and/or continuing status in order to avoid the issuance of a terminal contract by the University. Copies of such written statement shall be forwarded to the AAUP.

1. Definition of Terminal Year

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

1. 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, they shall be required to undergo the appointment procedures in this Article of the Agreement, and may be assigned such rank as may be appropriate.

1. 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, their starting salary shall be no greater than it would have been if their full-time appointment had not been interrupted, unless:

* 1. they have had no employment relationship with the University for two (2) or more years, or
  2. they have spent at least two (2) years out of the bargaining unit in a non- faculty classification at the University.

1. 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 reduction in force, be used as evidence that the department is overstaffed.