

RIDER UNIVERSITY CHAPTER AAUP
Initial Proposal to the Rider University Administration
May 5, 2017

ARTICLE I—RECOGNITION OF UNIT

1. Include the Director of Choral Activities in the bargaining unit.
2. Include the Departmental Chairpersons in the bargaining unit. This will require changes to a number of other Articles most significantly Promotion and Tenure.
3. Specifically name the president as being out of the unit.

ARTICLE II—NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Minor language changes.

ARTICLE III—CONFLICT OF INTEREST

No changes from existing Article in the 2014-17 Agreement.

ARTICLE IV—ACADEMIC FREEDOM

Rewriting of the Article to clearly spell out the rights guaranteed by Academic Freedom.

ARTICLE V—ASSOCIATION PRIVILEGES

No change from existing Article in the 2014-17 Agreement.

ARTICLE VI—DEFINITION OF RANKS

Some minor language changes.

ARTICLE VII--APPOINTMENTS

No change from existing Article in the 2014-17 Agreement.

ARTICLE VIII—PROMOTION AND TENURE

1. Changes to recognize that Chairpersons are members of the bargaining unit.
2. Changes to recognize that the College of Liberal Art and Sciences and the College of Education are once again separate units.
3. Deletion of special language for Librarians hired prior to September 1, 1982.

ARTICLE IX—DISCIPLINE

1. Language clarifying that the University carries the burden of proof in discipline arbitrations.
2. Requiring the University to notify a bargaining unit member of his/her Weingarten rights prior to a meeting that might lead to discipline.

ARTICLE X—ANNUAL REAPPOINTMENT AND NON-REAPPOINTMENT OF NON-TENURED BARGAINING UNIT MEMBERS

1. Changes to recognize that Chairpersons are members of the bargaining unit.

2. Clarifying the reappointment process for visiting faculty.

ARTICLE XI—ACADEMIC DEPARTMENTS

1. Changes to recognize that the Chairperson is a member of the bargaining unit.
2. Setting limits on the division of Departments into two departments and the merger of multiple departments into one new department.

ARTICLE XII—PROGRAMS

No changes from existing Article in the 2014-17 Agreement.

ARTICLE XIII—ACADEMIC GOVERNANCE

1. The bargaining unit members of each policy committee shall elect the chairperson of the committee.
2. Clarify the right of policy committees to eliminate programs, majors, minors, etc. as well as establish them.
3. Remove the Chairpersons judgment in deciding when proposals require the full period of deliberation.
4. Make changes consistent with the change in status of the College of Education.

ARTICLE XIV—PERSONNEL FILES

1. The AAUP will have access to personnel files when necessary in order to carry out its role as the bargaining agent.
2. Drop inconsistencies between the confidential file and the regular personnel file.

ARTICLE XV—LAY-OFF

1. Layoff shall be used only when there is a bona fide financial exigency.
2. Layoff shall be by inverse order of seniority in all employment categories.
3. No new hires will occur in a department that went through layoff as long as there are faculty with recall rights available.

ARTICLE XVI—PROFESSIONAL ATHLETIC STAFF

No change from existing Article in the 2014-17 Agreement.

ARTICLE XVII—ADJUNCT BARGAINING UNIT MEMBERS

1. There will be an annual meeting with the Chairperson to discuss progress for non-senior adjuncts.
2. Contracts will be provided two weeks prior to the beginning of the semester.
3. Minor language changes.

ARTICLE XVIII—EVALUATION

Course evaluations shall use instruments consistent with UAPC report on course evaluations.

ARTICLE XIX—PAST PRACTICES

No change from existing Article in the 2014-17 Agreement.

ARTICLE XX—MANAGEMENT RIGHTS

No change from existing Article in the 2014-17 Agreement.

ARTICLE XXI—AGENCY RIGHTS

No change from existing Article in the 2014-17 Agreement.

ARTICLE XXII—GRIEVANCE AND ARBITRATION PROCEDURE

1. “That the AAUP may file a complaint in 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 or *that the proceedings have been tainted by discrimination as specified in Article II.*”
2. Extend the time window during which a grievance may be filed.
3. Minor language changes to recognize that step one meetings are more informal than step 2 hearings.

ARTICLE XXIII—NO STRIKE; NO LOCKOUT

No change from existing Article in the 2014-17 Agreement.

ARTICLE XXIV—GENERAL WORK CONDITIONS

1. Phase out faculty carrels in Moore Library.
2. Elimination of environmental audit.
3. The University will continue to abide *by the most recent UAPC policy* on students with disabilities.
4. Minor language changes to recognize changes in Technology.

ARTICLE XXV—UNIVERSITY RESPONSIBILITY FOR LEGAL DEMANDS ON BARGAINING UNIT MEMBERS

No change from existing Article in the 2014-17 Agreement.

ARTICLE XXVI—OPEN CLASSROOM

No change from existing Article in the 2014-17 Agreement.

ARTICLE XXVII—TEACHING WORKLOAD

1. Recognizing that minimum class size for seminar style courses should be different than those for lecture style classes.
2. Incorporation of the Xia MOU into the Agreement.

ARTICLE XXVIII—LIBRARY FACULTY WORKLOAD

Library faculty will be credited with a full workday when they are scheduled to work on days the University is scheduled to close early, or the University closes

or is closed early due to an emergency.

ARTICLE XXIX—VALUE RESPONSIBILITIES

No change from existing Article in the 2014-17 Agreement.

ARTICLE XXX—OUTSIDE EMPLOYMENT

Copies of all reports concerning outside employment and any determination in response to such report shall be provided to the AAUP by the appropriate dean or the Director of Athletics.

ARTICLE XXXI—BARGAINING UNIT DEVELOPMENT

To be exchanged later.

ARTICLE XXXII—INTELLECTUAL PROPERTY AND DISTANCE LEARNING

Clarifying that the sharing of one's intellectual property either with one's department or the larger community does not transfer ownership rights in that property.

All other Articles will be shared later.