

# Proposed Contract Changes

What follows is a review of the major changes that we are proposing for inclusion in the new Agreement. This is not, for the most part, contract language nor does it include the compensation articles. We reserve the right to add to or modify these proposals as negotiations go forward.

## **Article II - Anti-Discrimination, Diversity, Equity and Inclusion**

- a. Change title of Article II to “Anti-Discrimination, Diversity, Equity and Inclusion.”
- b. Revamping of what had been called the Affirmative action committee to make it the primary committee for advising the President and the AAUP on matters affecting DEI. Presently too many committees not coordinated. This Committee will review all Rider University policies and practices in order to make recommendations to the President of the University and the AAUP to strengthen the University’s anti-discrimination, diversity, equity and inclusiveness policies and practices and shall be the primary advisory committee on such matters. All proposals, that affect the University’s diversity, equity and inclusion activities must be reviewed by this committee prior to being put in place.
- c. Broadening the right to arbitrate allegations of discrimination. Presently faculty status issues (P&T, Reappointment) can only be arbitrated over procedural errors, not substantive errors. We are proposing that allegations that discriminatory bias tainted the substantive judgements in these cases be open to arbitration.
- d. Use of gender-neutral language throughout the Agreement.

**Article IV – Academic Freedom**—Provide more specificity of what is covered by Academic Freedom.

## **Article VI, Definition of Ranks, Section A.6 – Lecturers**

- a. No new lecturers to be hired.
- b. New ranks for existing lecturers consistent with other faculty. (Assistant. Prof I, Lecturer through to Professor Lecturer.)
- c. Lecturers required to carry out and be evaluated on teaching and value but not scholarship.
- d. Existing Lecturers to be on the tenure track with six years to achieve tenure from the beginning of this Agreement. Criteria will be teaching and value only. They will not be required to have the terminal qualification in their discipline
- e. Equalization of pay for lecturers by rank.

**Article VII, Appointments**

- a. Strengthening the appointment process to increase the likelihood of achieving more diverse candidate pools and the hiring of a more diverse faculty.
- b. Strengthening the appointment process to prioritize the hiring of full-time tenure track faculty.

**Article VIII, Promotion and Tenure**

- a. Inclusion of lecturers with the same procedures etc. of all other faculty other than not including scholarship and not requiring the terminal qualification in their discipline.
- b. In developing departmental criteria and evaluating candidates for Promotion and or tenure departments will have to recognize faculty contributions to Diversity, Equity and Inclusiveness as part of the promotion and tenure process. This appears in a number of places within the proposal.
- c. Broadening the circumstances under which the tenure clock can be stopped and removing the long-term economic cost of using this provision.

**Article XI, Discipline**—Create a statute of limitations for discipline.

**Article XI, Academic Departments**

- a. Clarify Chairs workload.
- b. Strengthen faculty role in the combining or splitting of departments.

**Article XIII, Academic Governance**—Clarify major vs minor proposal.

**Article XIV, Personnel Files**—Any information collected about a bargaining unit member at the behest of the University by any outside contractor shall be made available in its entirety to the affected bargaining unit member.

**Article XV, Lay-Off/Reduction in Force**

- a. Narrow the conditions under which involuntary separation from employment of members of the bargaining unit may occur.
- b. Clarify the layoff list order
- c. Review and update the multi-discipline departmental list.

**Article XVI, Professional Athletic Staff**—provide additional staff to support the dramatic increases in roster size.

**Article XVII, Adjunct Bargaining Unit Members**

- a. Remove language pausing new applications for priority status.
- b. Do away with lower starting salary for new adjuncts.
- c. Bring all adjunct minimum salaries up to minimums for long serving adjuncts.
- d. Require yearly contracts for senior adjunct faculty.

**Article XXII, Grievance and Arbitration Procedure**—

- a. Allow grievance up through arbitration in faculty status cases alleging discrimination and in such cases the arbitrator's authority shall not be limited.
- b. Clarify time period for filing grievances.
- c. Review arbitrator panel.

**Article XXIV, General Work Conditions**—Strengthen the language requiring the University to provide computers to full-time members of the bargaining unit.

**Article XXVI, Open Classroom**—Add language to keep this provision from being used to harass a faculty member.

**Article XXVII, Teaching Workload**—Clarify the process for changing the maximum and/or minimum number of students for a course.

**Article XXVIII, Library Faculty Workload**

- a. Days when the University or the Library is closed will count as a day worked for both full and part time librarians who were scheduled to work on that day.
- b. Required work on Sundays will be paid at the overtime rate.
- c. Permit librarians to work from home

**Article XXXI, Bargaining Unit Development**—To be exchanged later.

**Article XXXIII, Sick Leave**

- a. Rename the article “Leaves for Illness, Pregnancy, Childbirth and Caring for Family Members.

b. Treat pregnancy as its own category and not as an illness.

c. Strengthen provisions allowing for time off during pregnancy and caring for a new child in the household.

d. Strengthen language for paid time off to cover the care of a parent, child of any age, spouse or civil union partner, domestic partner, parent-in-law, sibling, grandparent, grandchild, any other individual related by blood, or any other individual with whom they consider to be family who has a serious health condition and requires care.

**Article XXXIV, Compensation and Employee Benefits**—To be exchanged later.

**ARTICLE XXXVI, Voluntary Separation.** To be exchanged later.