

Tentative Agreement

Rider University and the AAUP have agreed (subject to membership ratification and Board ratification) to the following items. This summary does not provide specific contract language or minor editorial changes. Any item not listed remains as in the present (2014-17) Agreement.

Preamble

1. Term: 3 years - September 1, 2017 - August 31, 2020

Article I—Definition of Unit

1. Exclusions to Unit
 - a. Add "President"
 - b. Remove "Director of Choral Activities"

Article V—Association Privileges

1. Give AAUP access to University room reservation systems.

Article VI—Definition of Ranks

1. Create new category of Lecturer with the following terms and conditions:
 - a. Minimum scale at 92% of Full time tenure track faculty ranks (4 tiers)
 - b. Primary requirement shall be Teaching and Advising (relating to courses taught)
 - c. Teaching load of 4/4
 - d. No more than 20% University-wide limit. A new hire shall not result in a department or discipline in a multidiscipline department (as defined in Article XV (D)) resulting in more than 40% Lecturers (or 50% when there would only be a single tenure track faculty member and a single Lecturer in the discipline.
 - e. Max. Length of a single appointment will be no more than 3 years, renewable up to a maximum length of service of 6 years.
 - f. Provost shall have the authority to decide to fill positions as Lectures and assign rank.
 - g. Consideration will be given to applicants with Rider teaching experience,
 - h. Adjunct faculty members engaged as Lecturers may revert to their former adjunct status at the end of the term appointment.

Article VIII—Promotion and Tenure

1. Delete last sentence of Article VIII (E)(l)(d) regarding Librarians hired prior to 1982.

Article XII—Programs

1. Only one course release per academic year for Program Directors.

Article XIII—Academic Governance

1. Modification of language allowing provost not to implement an approved policy.
 - a. "Demonstrable incompatibility with the requirement(s) of the University's general accreditation agency
 - b. "Demonstrable incompatibility with the strategic initiatives of the institution as outlined in the Board-approved Strategic Plan."
2. APC Chairs' responsibility shall be administrative only. The parties will meet and discuss the going-forward definitions of Major and Minor items.

Article XIV—Personnel Files.

1. AAUP will have access to personnel files when needed to carry out its role as bargaining agent.

Article XVI—Athletic Staff

1. Athletic staff member may be reappointed in consecutive years even with deficiencies in his/her annual review in the first six years.

Article XVII—Adjunct Faculty

1. No new applications for priority status will be considered during the life of this Agreement.
2. New adjunct faculty minimum salary of \$4,000
3. The University will not refuse to reappoint an existing adjunct professor solely to achieve the lower rate by hiring a new adjunct professor.
4. Any adjunct professors with a two-year break of service shall be treated as newly hired (except for an approved leave of absence).
5. Eliminate language restricting period when a new major or minor can exist without a full-time faculty member in that discipline.

Article XVIII—Evaluation

1. Course evaluation instruments must be consistent with the UAPC policy on course evaluations.
2. Course evaluations for non-tenured tenure track faculty may be used in the following way.
 - a. In a semester when a department chair does a classroom observation of a non-tenured tenure-track faculty member, the chair will within two weeks provide a written evaluation of the observation to the faculty member.
 - b. In such a semester the chair may request to review all of the faculty members course evaluations.
 - c. The chair will meet with the faculty member to discuss the evaluations and to provide the faculty member with a development plan for his/her teaching based on the chairs observations and

course evaluations. The faculty member has the right to respond to the chairs development plan.

- d. The chair may utilize the development plan in his/her subsequent P&T recommendations for that faculty member.
- e. The chairs development plan and the faculty member's response will be kept by the chair and passed in a file to the next chair.

Article XXIV—General Work Conditions

1. As current users cease to require the faculty carrels in Moore Library such carrels will be decommissioned and the space reallocated.
2. The University shall provide each bargaining unit employee upon start of employment with an account of the Rider-network through which the bargaining unit member may utilize appropriate University computer services."
3. *For classrooms without instructional technology required by bargaining unit member assigned to that classroom...* " upon forty-eight (48) hours' advance notice to OIT, a bargaining unit member shall have in a classroom a record player, etc.
4. Delete "Environmental Audit" provision.
5. "The University will continue to abide by the most recent UAPC policy on disabilities."

Article XXVII—Teaching Workload

1. Full-time faculty members are limited to one overload per semester. Bargaining unit members may teach no more than six (6) contact hours in a six (6) week summer session and no more than three (3) contact hours in a three (3) week summer session or J-term. Bargaining unit members receiving a course release in either the fall or spring semester may not have an overload for that semester.
2. Course cancellations will follow time-line established in recently approved MOU so that a class must be cancelled prior to the first class meeting.
3. On-line course will follow maximums established for the same course in a classroom setting.
4. The limits on adjunct teaching will be based on the ratio of full-time to adjunct teaching. That ratio will be 55 full-time to 45 adjunct teaching across the University as a whole.

Article XXX—Outside Employment

1. 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

1. No research or development leaves in years two and three of the Agreement.

2. Leaves in academic year 2020-2021 TBD.
3. No summer research or development fellowships during the term of the Agreement.
4. No travel funds in years two and three of the Agreement except for \$500 per year for Assistant Professors

Article XXXII—Intellectual Property and Distance Learning

1. A bargaining unit member openly sharing his/her intellectual property shall not in any way lessen that bargaining unit member's rights in the property.

Article XXXIV—Compensation and Employee Benefits

1. Wages—
 - a. Continue existing wage rates for life of this Agreement.
 - b. Rank minima will remain the same for the life of this Agreement.
2. University contribution to TIAA-CREF
 - i. September 1, 2017 – 7%
 - ii. September 1, 2018 – 6%
 - iii. September 1, 2019 – 5%
3. Health Care as of January 1, 2018
 - a. Employee Premiums
 - i. 100/80 –Single – 2.8% of salary
 - ii. 90/70 – Single – 2.3% of salary
 - iii. No change to family structure
 - iv. Eliminate Bene-save contribution
4. Plan design changes, see attached file.

Article XXXVI—Voluntary Separation

1. One-time Phased Retirement package
 - a. Applications due by December 15, 2017. Must be 65 by retirement date.
 - b. Three options.
 - i. Retire by June 30, 2019. Teach 50% of normal load (can teach in single semester) and receive 75% of salary plus full benefits.
 - ii. Retire by June 30, 2020. Teach 50% of normal load (can teach in single semester) and receive 66% of salary plus full benefits.
 - iii. Negotiated retirement that is acceptable to the administration. They are not open to cash buyouts counting.
 - c. Guaranteed that there will be at least 5 recipients (including any individually negotiated and approved ERI prior to December 15, 2017). In the event fewer than 5 eligible bargaining unit members apply and receive the ERI, the Union shall agree to an additional \$100,000 in economic savings per ERI below the required total of 5. The parties shall meet and discuss the identification of such savings no later than February 1, 2018. If the parties cannot agree to the

terms of such savings within thirty (30) days, the matter may be submitted by either party to interest arbitration.