**ARTICLE XVII**

**ADJUNCT BARGAINING UNIT MEMBERS**

1. 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.

* 1. 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.

* 1. 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.

1. Adjunct Faculty 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 database 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

105

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.

1. Opportunity to Teach

No adjunct bargaining unit member shall be denied the opportunity to teach a course for the purpose of denying them the opportunity to subsequently achieve preferred appointment status or to apply for Priority Appointment status, or solely for the purpose of hiring a new adjunct bargaining unit member at the $4,000 minimum salary.

1. 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 Section C(6) below.

* 1. 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 Section C(6) below.

No new applications for priority appointment status will be considered during the life of this Agreement.

* 1. 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 Section D(6) below.

* 1. 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 Section D(6) below.

106

No new applications for priority appointment status will be considered during the life of this Agreement.

* 1. 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 (1) 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.

Any adjunct bargaining unit member who experiences a 24-month break in service (exclusive of an approved leave) and is subsequently rehired shall be treated as a new hire for compensation purposes.

* 1. Loss of Preferred or Priority Adjunct Status

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

* + 1. A twenty-four (24) month break in service (not counting a break authorized according to Section D, 5 above).
    2. A Priority Adjunct bargaining unit member who has taught fewer than thirty-three (33) contact hours over the previous three (3) years.
    3. A Preferred Adjunct bargaining unit member who has taught fewer than thirty-six (36) credit hours over the previous six (6) years.
    4. 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.

1. 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.

* 1. Library Adjuncts Granted Priority Appointment Status

No new applications for priority appointment status will be considered during the life of this Agreement. 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.

1. 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.

1. 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.

1. Application Procedures for Priority Appointment Status

No new applications for priority appointment status will be considered during the life of this Agreement.

1. 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 they do not hold such status, they shall make a written application to the new department, declaring that they hold Priority Appointment status and specifying which course or courses they request 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 them 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 their 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. 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.

* 1. 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 they hold Priority Appointment status, they must apply for extension of Priority Appointment status to the second discipline, following the procedures in Section I(1).

1. 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.

* 1. 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.

* 1. Contributions to Department, College, or University Candidates must show evidence of contributions to the department, college, or

University.

1. 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.

1. 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, their salary will be no greater than that which they would have earned if they had remained on the full-time faculty, reduced to the proportion of the full-time load they are teaching.

The minimum salary for adjunct bargaining unit members who have not previously been members of the Rider Faculty shall be $4000 per three contact hour course.

1. 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.