



UNITED ACADEMICS PROPOSAL

8-1-13

ARTICLE 9 CONTRACTS

Section 1. The Provost or designee shall provide a bargaining unit member to be appointed or reappointed to a position subject to this Agreement with written notification of the appointment or reappointment. Notice by any other means is not valid notice and does not cause the formation of an agreement between the University and the bargaining unit member. Oral promises regarding terms and conditions of employment and representations made in writing by persons other than the Provost or those designated by the Provost are not binding upon the University. The notice of appointment or reappointment, which may be provided electronically such as by email or link to a website, shall include, but need not be limited to, the following:

(a) Effective date of appointment

(b) Classification and rank

(c) Department and position title

(d) Duration of appointment and/or if appointment is contingent on funding

(e) Tenure status, including the nature of any restrictions on eligibility for tenure or any credit for prior service

(f) Salary

(g) Other requirements of employment

(h) Description of position

Section 2. The University Administration will provide a bargaining unit member with written information concerning duties, responsibilities and institutional expectations. The University shall provide such written information, which may be provided electronically such as by email or link to a website, within a reasonable time of the initial notice of appointment and whenever significant changes occur. The written information shall include:

(a) Professional responsibilities (see Article 10)

(b) Link to faculty handbook and school, college, or department policies

Section 3.

(a) — Appointments that are not Funding Contingent. A bargaining unit member at the lowest rank of the classifications of clinical professor or professor of practice, instructor, lecturer, librarian, research assistant, research associate or research professor shall be offered an appointment for one fiscal or one academic year. A bargaining unit member at the middle rank of one of these classifications shall be offered an appointment for two fiscal or two academic years. A bargaining unit member at the highest rank of one of these classifications shall be offered an appointment for three fiscal or three academic years.

All Career NTTF have a reasonable expectation of continued employment contingent upon the bargaining unit faculty member continuing to meet the standards of excellence appropriate to a major research university and provided that employing units have adequate resources and continuing programmatic need.

Section 4. Bargaining unit faculty members with the academic rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or assistant professor of practice shall be offered at least one-year contracts during their first three calendar years of employment in rank.

Bargaining unit faculty members with the academic rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or assistant professor of practice shall be offered at least two-year contracts after their first three calendar years of employment in rank.

Section 5. Bargaining unit faculty members with the academic rank of senior instructor I, senior research assistant I, senior research associate I, associate clinical professor, or associate professor of practice shall receive at least three-year contracts.

Section 6. Bargaining unit faculty members with the academic rank of senior instructor II, senior research assistant II, senior research associate II, associate clinical professor, or associate professor of practice shall receive at least four-year contracts.

~~(b)~~ **Section 7. Funding Contingent Appointments.** Notwithstanding paragraph (a) of this section Sections 3-6, the appointment or reappointment of an NTTF bargaining unit member, in any classification or rank, whose position is funded by grants or other external funding sources, may be made contingent on the availability or continuation of such funding.

Section 8. Appointment or reappointment duration for bargaining unit members in the Adjunct or Acting Assistant Professor classifications is in the sole discretion of the University Administration, in compliance with the provisions of this Agreement.

~~**Section 4.9.** Except as set forth in this Agreement, the University Administration shall provide notice of renewal or nonrenewal of an appointment that is not funding contingent to bargaining unit members other than those in the classifications of Adjunct or Acting Assistant Professor no later than May 15th of the last year of the member's current appointment for fiscal year~~

1 ~~appointments and May 1st for academic year appointments. The University Administration will~~
2 ~~provide notice of renewal, nonrenewal, or termination for lack of funding, of a funding~~
3 ~~contingent appointment as soon as practicable.~~

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5 **Section 9.** Career NTTF will receive timely notice of non-renewal during the first annual
6 appointment, by March 15 for those whose contracts expire on or about June 15, or at least three
7 months' notice given prior to expiration of the appointment, whichever is longer; during the
8 second year of service, by December 15 for those whose contracts expire on or about June 15, or
9 at least six months given before expiration of the appointment, whichever is longer; in the third
10 and subsequent years of service, at least 12 months' notice that may be given at any time.

11
12 Years spent in prior non-Career appointments will be included in calculations for the purposes of
13 determining timely notice eligibility.

14
15 The employment of a bargaining unit faculty member in the Adjunct classification expires in
16 accordance with its terms and no notice is required.

17
18 **Section 5 10.**

- 19 a. A bargaining unit member who does not receive the notice set forth in sSection 4 9 may
20 continue to work under the terms and conditions of the expiring appointment until notice
21 of renewal or nonrenewal is provided. In the event of nonrenewal, the bargaining unit
22 faculty member will receive a terminal contract for the length of time defined by the
23 notice provisions in Section 9.
24
25 b. A bargaining unit member who does not receive notice set forth in Section 9 and
26 continues to work under the terms and conditions of the expiring appointment will be
27 paid for all work performed.
28
29 c. Notice for purposes of this Article will be provided by email to the bargaining unit
30 member's official University of Oregon email address. In the absence of such an email
31 address, notice will be provided by regular, first-class mail to the last known address on
32 file with the Uuniversity's human resources unit.

33
34 **Section 6 11.** The duration of the appointment for a postdoctoral fellowship and the provisions
35 for appointment renewal or nonrenewal will be specified at the time of hire and included in the
36 written notification of appointment.

37
38 **Section 7 12.** The University Administration may make appointments in the Adjunct
39 classification when, ~~in the sole discretion of the University,~~ such appointments are advisable and
40 in compliance with the terms of this Agreement. A position in the Adjunct classification is not
41 expected to last more than ~~the equivalent of three years at 1.0 FTE.~~ However, adjunct positions
42 may extend beyond three years, ~~or a position may be filled by adjuncts on an ongoing basis, if~~
43 appropriate for compelling pedagogical or compelling programmatic reasons. ~~The employment~~

1 of a bargaining unit faculty member in the Adjunct classification expires in accordance with its
2 terms and no notice is required.

3
4 **Section 8 13.** The University Administration supports and encourages, where feasible and
5 appropriate, the creation of NTTF appointments at .50 FTE or above. The University
6 Administration may not appoint a Career NTTF at an FTE level of below .50 FTE to preclude
7 providing benefits. Aggregate appointments across two or more departments that total .50 FTE
8 or above will receive benefits.

9
10 **Section 9 14.** The initial appointment in the Tenure-Track and Tenured Professor classification
11 will usually be to the rank of assistant professor, without tenure, and for a period of three years
12 unless the University and the bargaining unit faculty member agree to a shorter duration. At the
13 time of hire, the University and the bargaining unit faculty member may agree upon credit
14 toward tenure for prior service. Such agreement will be documented in the initial appointment.
15 The University Administration and the bargaining unit faculty member may agree to reduce or
16 forego the credit for prior service. Such agreement will be documented in a revised notice of
17 appointment.

18
19 **Section 10 15.** A tenure-track member of the bargaining unit with the title of assistant professor
20 will receive a mid-term review during the third year of the member's appointment approximately
21 halfway between appointment and eligibility for tenure, as described in Article 42 13, Tenure
22 Review and Promotion. For faculty members with initial contracts of fewer than three years, the
23 mid-term review will occur in the final year of the contract. Appointments subsequent to the
24 mid-term review may be one, two or three years in duration or may be a terminal appointment, at
25 the discretion of the University Administration in light of the mid-term review. A candidate may
26 request to forgo some or all of the originally negotiated years of credit toward tenure. If she or
27 he does, then an additional mid-term review may be required prior to issuing a new contract.
28 Appointments subsequent to the mid-term review may be one, two or three years in duration or
29 may be a terminal appointment, at the discretion of the University Administration.

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31 **Section 11 16.** If an appointment of a full-time, tenure-track bargaining unit member is not to be
32 renewed for reasons other than for just cause or financial exigency, notice of nonrenewal shall be
33 given in writing as follows: during the first annual appointment, by March 15 for those whose
34 contracts expire on or about June 15, or at least three months' notice given prior to expiration of
35 the appointment, whichever is longer; during the second year of service, by December 15 for
36 those whose contracts expire on or about June 15, or at least six months given before expiration
37 of the appointment, whichever is longer; in the third and subsequent years of service, at least 12
38 months' notice that may be given at any time.