

1 UNITED ACADEMICS PROPOSAL

2 9-10-13

3
4 ARTICLE 9
5 CONTRACTS
6

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

15
16 (a) Effective date of appointment

17
18 (b) Classification and rank

19
20 (c) Department and title

21
22 (d) Duration of appointment and/or if appointment is contingent on funding

23
24 (e) Tenure status, including the nature of any restrictions on eligibility for tenure or any
25 credit for prior service

26
27 (f) Salary

28
29 (g) Other requirements of employment
30

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

36
37 (a) Professional responsibilities (see Article 10)

38
39 (b) Link to faculty handbook and school, college, or department policies
40

41 **Section 3.**

42 (a) ~~Appointments that are not Funding Contingent. A bargaining unit member at the lowest~~
43 ~~rank of the classifications of clinical professor or professor of practice, instructor, lecturer,~~

1 ~~librarian, research assistant, research associate or research professor shall be offered an~~
2 ~~appointment for one fiscal or one academic year. A bargaining unit member at the middle rank~~
3 ~~of one of these classifications shall be offered an appointment for two fiscal or two academic~~
4 ~~years. A bargaining unit member at the highest rank of one of these classifications shall be~~
5 ~~offered an appointment for three fiscal or three academic years.~~

6
7 **Section 3.** Bargaining unit faculty members with the classification and rank of instructor,
8 lecturer, research assistant, research associate, assistant clinical professor, or assistant professor
9 of practice, who have appointments that are not funding contingent, shall be offered at least one-
10 year contracts during their first three calendar years of employment in rank.

11
12 Bargaining unit faculty members with the classification and rank of instructor, lecturer, research
13 assistant, research associate, assistant clinical professor, or assistant professor of practice, who
14 have appointments that are not funding contingent, shall be offered at least two-year contracts
15 after their first three calendar years of employment in rank.

16
17 **Section 4.** Bargaining unit faculty members with the classification and rank of senior instructor
18 I, senior lecturer I, senior research assistant I, senior research associate I, associate clinical
19 professor, or associate professor of practice, who have appointments that are not funding
20 contingent, shall receive at least three-year contracts.

21
22 **Section 5.** Bargaining unit faculty members with the academic rank of senior instructor II, senior
23 research assistant II, senior research associate II, associate clinical professor, or associate
24 professor of practice, who have appointments that are not funding contingent, shall receive at
25 least four-year contracts.

26
27 **Section 6.** A Career NTTF bargaining unit member who fails to meet the standards of excellence
28 at a major research university, as determined through the procedures described in Article 12, may
29 not have his or her contract renewed.

30
31 A Career NTTF bargaining unit member who does meet the standards of excellence at a major
32 research university, as determined through the procedures described in Article 12, may not have
33 his or her contract renewed for the following reasons:

- 34
35 a. Inadequate resources to continue funding the position; or
36 b. A lack of continuing programmatic need for the position; or
37 c. Replacement of the NTTF position with a Tenure-Track position.

38
39 (b) **Section 7. Funding Contingent Appointments.** Notwithstanding paragraph (a) of this
40 section Sections 3-6, the appointment or reappointment of an NTTF bargaining unit member, in
41 any classification or rank, whose position is funded by grants or other external funding sources,
42 may be made contingent on the availability or continuation of such funding.

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

4
5 **Section 5 9.** Except as set forth in this Agreement, the University Administration shall provide
6 notice of renewal or nonrenewal of an appointment that is not funding contingent to bargaining
7 unit members other than those in the classifications of Adjunct or Acting Assistant Professor no
8 later than May 15th April 1st of the last year of the member's current appointment for fiscal year
9 appointments and May April 1st for academic year appointments. The University
10 Administration will provide notice of renewal, nonrenewal, or termination for lack of funding, of
11 a funding contingent appointment as soon as practicable.

12
13 The employment of a bargaining unit faculty member in the Adjunct classification expires in
14 accordance with its terms and no notice is required.

15
16 **Section 6 10.**

17 a. A bargaining unit member who does not receive the notice set forth in Section 9 may
18 ~~continue to work under the terms and conditions of the expiring appointment until notice~~
19 ~~of renewal or nonrenewal is provided. In the event of nonrenewal, the bargaining unit~~
20 ~~faculty member will receive a terminal contract for the length of time defined by the~~
21 ~~notice provisions in Section 9 shall receive a payment proportional to his or her base~~
22 salary for the number of days that notice was late.

23
24 b. A bargaining unit member who does not receive notice set forth in Section 9 and
25 continues to work under the terms and conditions of the expiring appointment after that
26 appointment expires will be paid for all work performed.

27
28 c. Notice for purposes of this Article will be provided by email to the bargaining unit
29 member's official University of Oregon email address. In the absence of such an email
30 address, notice will be provided by regular, first-class mail to the last known address on
31 file with the university's human resources unit.

32
33 **Section 7 11.** The duration of the appointment for a postdoctoral fellowship and the provisions
34 for appointment renewal or nonrenewal will be specified at the time of hire and included in the
35 written notification of appointment.

36
37 **Section 8 12.** The University Administration may make appointments in the Adjunct
38 classification when such appointments are advisable and in compliance with the terms of this
39 Agreement. A position in the Adjunct classification is not expected to last more than ~~the~~ three
40 years. However, adjunct positions may extend beyond three years, if appropriate for legitimate
41 pedagogical or legitimate programmatic reasons.

42
43 **Section 9 13.** The University Administration supports and encourages, where feasible and

1 appropriate, the creation of NTTF appointments at .50 FTE or above. The University
2 Administration may not appoint a Career NTTF at an FTE level of below .50 FTE to preclude
3 providing benefits. Aggregate appointments across two or more departments that total .50 FTE
4 or above will receive benefits.

5
6 **Section 10 14.** The initial appointment in the Tenure-Track and Tenured Professor classification
7 will usually be to the rank of assistant professor, without tenure, and for a period of three years
8 unless the University and the bargaining unit faculty member agree to a shorter duration. At the
9 time of hire, the University and the bargaining unit faculty member may agree upon credit
10 toward tenure for prior service. Such agreement will be documented in the initial appointment.
11 The University Administration and the bargaining unit faculty member may agree to reduce or
12 forego the credit for prior service. Such agreement will be documented in a revised notice of
13 appointment.

14
15 **Section 11 15.** A tenure-track member of the bargaining unit with the title of assistant professor
16 will receive a mid-term review approximately halfway between appointment and eligibility for
17 tenure, as described in Article 13, Tenure Review and Promotion. For faculty members with
18 initial contracts of fewer than three years, the mid-term review will occur in the final year of the
19 contract. Appointments subsequent to the mid-term review may be one, two or three years in
20 duration or may be a terminal appointment, at the discretion of the University Administration in
21 light of the mid-term review. A candidate may request to forgo some or all of the originally
22 negotiated years of credit toward tenure. If she or he does, then an additional mid-term review
23 may be required prior to issuing a new contract.

24
25 Appointments subsequent to the mid-term review may be one, two or three years in duration or
26 may be a terminal appointment, at the discretion of the University Administration.

27
28 **Section 11 16.** If an appointment of a full-time, tenure-track bargaining unit member is not to be
29 renewed for reasons other than for just cause or financial exigency, notice of nonrenewal shall be
30 given in writing as follows: during the first annual appointment, by March 15 for those whose
31 contracts expire on or about June 15, or at least three months' notice given prior to expiration of
32 the appointment, whichever is longer; during the second year of service, by December 15 for
33 those whose contracts expire on or about June 15, or at least six months given before expiration
34 of the appointment, whichever is longer; in the third and subsequent years of service, at least 12
35 months' notice that may be given at any time.