

1 UNITED ACADEMICS PROPOSAL

2 9-18-13

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.** Bargaining unit faculty members with the classification and rank of instructor,
42 lecturer, research assistant, research associate, assistant clinical professor, or assistant professor
43 of practice, who have appointments that are not funding contingent, shall be offered at least one-

1 year contracts during their first four calendar years of employment in rank.

2
3 Bargaining unit faculty members with the classification and rank of instructor, lecturer, research
4 assistant, research associate, assistant clinical professor, or assistant professor of practice, who
5 have appointments that are not funding contingent, shall be offered at least two-year contracts
6 after their first four calendar years of employment in rank.

7
8 **Section 4.** Bargaining unit faculty members with the classification and rank of senior instructor
9 I, senior lecturer I, senior research assistant I, senior research associate I, associate clinical
10 professor, or associate professor of practice, who have appointments that are not funding
11 contingent, shall receive at least three-year contracts.

12
13 **Section 5.** Bargaining unit faculty members with the academic rank of senior instructor II, senior
14 research assistant II, senior research associate II, associate clinical professor, or associate
15 professor of practice, who have appointments that are not funding contingent, shall receive at
16 least three-year contracts.

17
18 **Section 6.** The status quo with respect to length of contracts for Librarians shall be maintained,
19 subject to the provisions of Article 12, Section 7.

20
21 **Section 7. Funding Contingent Appointments.** Notwithstanding Sections 3-6, the appointment
22 or reappointment of an NTTF bargaining unit member, in any classification or rank, whose
23 position is funded by grants or other external funding sources, may be made contingent on the
24 availability or continuation of such funding.

25
26 **Section 8.** Appointment or reappointment duration for bargaining unit members in the Adjunct
27 or Acting Assistant Professor classifications is in the discretion of the University Administration,
28 in compliance with the provisions of this Agreement.

29
30 **Section 9.** Except as set forth in this Agreement, the University Administration shall provide
31 notice of renewal or nonrenewal of an appointment that is not funding contingent to bargaining
32 unit members other than those in the classifications of Adjunct or Acting Assistant Professor no
33 later than May 1st of the last year of the member's current appointment for fiscal year
34 appointments and May 1st for academic year appointments. The University Administration will
35 provide notice of renewal, nonrenewal, or termination for lack of funding, of a funding
36 contingent appointment as soon as practicable.

37
38 The employment of a bargaining unit faculty member in the Adjunct classification expires in
39 accordance with its terms and no notice is required.

40
41 **Section 10.** Career NTTF who receive a notice of nonrenewal shall be provided a written
42 statement documenting the reasons for nonrenewal at the time of notice.

1 **Section 11.**

- 2 a. If the University Administration does not provide the bargaining unit faculty member the
3 notice set forth in Section 9, he or she shall receive a payment proportional to his or her
4 base salary for the number of days that notice was late.
5
6 b. A bargaining unit member who does not receive notice set forth in Section 9 and
7 continues to work under the terms and conditions of the expiring appointment after that
8 appointment expires will be paid for all work performed.
9
10 c. Notice for purposes of this Article will be provided by email to the bargaining unit
11 member's official University of Oregon email address. In the absence of such an email
12 address, notice will be provided by regular, first-class mail to the last known address on
13 file in the university's Banner system.
14

15 **Section 12.** The duration of the appointment for a postdoctoral fellowship and the provisions for
16 appointment renewal or nonrenewal will be specified at the time of hire and included in the
17 written notification of appointment.
18

19 **Section 13.** The University Administration may make appointments in the Adjunct classification
20 when such appointments are advisable and in compliance with the terms of this Agreement. A
21 position in the Adjunct classification is not expected to last more than ~~the~~ three years. However,
22 adjunct positions may extend beyond three years, if appropriate for legitimate pedagogical or
23 legitimate programmatic reasons.
24

25 **Section 14.** The University Administration supports and encourages, where feasible and
26 appropriate, the creation of NTTF appointments at .50 FTE or above. The University
27 Administration may not appoint a Career NTTF at an FTE level of below .50 FTE to preclude
28 providing benefits. Aggregate appointments across two or more departments that total .50 FTE
29 or above will receive benefits.
30

31 **Section 15.** The initial appointment in the Tenure-Track and Tenured Professor classification
32 will usually be to the rank of assistant professor, without tenure, and for a period of three years
33 unless the University and the bargaining unit faculty member agree to a shorter duration. At the
34 time of hire, the University and the bargaining unit faculty member may agree upon credit
35 toward tenure for prior service. Such agreement will be documented in the initial appointment.
36 The University Administration and the bargaining unit faculty member may agree to reduce or
37 forego the credit for prior service. Such agreement will be documented in a revised notice of
38 appointment.
39

40 **Section 16.** If an appointment of a full-time, tenure-track bargaining unit member is not to be
41 renewed for reasons other than for just cause or financial exigency, notice of nonrenewal shall be
42 given in writing as follows: during the first annual appointment, by March 15 for those whose
43 contracts expire on or about June 15, or at least three months' notice given prior to expiration of

1 the appointment, whichever is longer; during the second year of service, by December 15 for
2 those whose contracts expire on or about June 15, or at least six months given before expiration
3 of the appointment, whichever is longer; in the third and subsequent years of service, at least 12
4 months' notice that may be given at any time.

Memorandum of Agreement Regarding 2013 Negotiations

This agreement applies to the issues addressed by Article 51, Intellectual Property.

The parties agree that within 30 days of the ratification of the collective bargaining agreement, each shall designate three individuals to participate in discussions designed to produce agreement on the full range of issues raised at the bargaining table with respect to this Article. Recommendations produced by this working group will be forwarded to the University Administration and to United Academics for possible revision and approval. Any agreements reached will be incorporated into the collective bargaining agreement as memoranda of understanding.

Until final approval of any agreement by the parties and its incorporation into the collective bargaining agreement, the status quo will be maintained.