

**UNIVERSITY COUNTERPROPOSAL
1-8-13**

**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) Duration of appointment or if appointment is contingent on funding

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

(e) Salary

Section 2. The University 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) General institutional expectations as to professional standards and performance, including but not limited to the criteria and procedures to be used (1) in periodically evaluating the bargaining unit member's job performance; (2) for promotion; (3) for tenure, if eligible; and (4) for post-tenure review (if tenure has been granted by the University).

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.

(b) Funding Contingent Appointments. Notwithstanding paragraph (a) of this section, a bargaining unit member in any classification or rank, except those who tenure-track or tenured, may be offered an appointment or reappointment the duration of which is dependent on funding.

(c) Appointment or reappointment duration for bargaining unit members in the Adjunct or Acting Assistant Professor classifications is in the sole discretion of the University.

Section 4. Except as set forth in this Agreement, the University 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 appointments and May 1st for academic year appointments. The University will provide notice of renewal or nonrenewal of a funding contingent appointment as soon as practicable.

Section 5. (a) A bargaining unit member who does not receive the notice set forth in section 4 may continue to work under the terms and conditions of the expiring appointment until notice of renewal or nonrenewal is provided.

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

Section 6. The duration of the appointment for a postdoctoral fellowship or similar appointment, and the provisions for appointment renewal or nonrenewal, if any, shall be specified at the time of hire and included in the written notification of appointment.

Section 7. The University may make appointments in the Adjunct classification when, in the sole discretion of the University, such appointments are advisable. A person in the Adjunct classification is not expected to serve more than the equivalent of three (3) years at 1.0 FTE. The employment of a bargaining unit member in the Adjunct classification expires in accordance with its terms and no notice is required.

Section 8. The initial appointment in the Tenure-Track and Tenured Professor classification will usually be to the rank of assistant professor, without tenure, and for a period of three-years unless the University and the bargaining unit member agree to a shorter duration. At the time of hire, the University and the bargaining unit member may agree upon credit toward tenure for prior service. Such agreement will be memorialized in the initial appointment. The University and the bargaining unit member may agree to reduce or forego the credit for prior service. Such agreement will be memorialized in a revised notice of appointment.

Section 9. A tenure-track member of the bargaining unit with the title of assistant professor will receive a "third-year review" during the third-year of the member's appointment, as described in Article 12, Tenure Review and Promotion. Appointments subsequent to the third year review

95 may be one, two or three years in duration or may be a terminal appointment, at the discretion of
96 the University.

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98 **Section 10.** If an appointment of a full-time, tenure-track bargaining unit member is not to be
99 renewed for reasons other than cause or financial exigency, notice of nonrenewal shall be given
100 in writing as follows: during the first annual appointment, by March 15 for those whose contracts
101 expire on or about June 15, or at least three months' notice given prior to expiration of the
102 appointment, whichever is longer; during the second year of service, by December 15 for those
103 whose contracts expire on or about June 15, or at least six months given before expiration of the
104 appointment, whichever is longer; in the third and subsequent years of service, at least 12
105 months' notice that may be given at any time.