

1 UNIVERSITY COUNTERPROPOSAL

2 8-29-13 DRAFT

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 position 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 (h) Description of position
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33 **Section 2.** The University Administration will provide a bargaining unit member with written
34 information concerning duties, responsibilities and institutional expectations. The University
35 shall provide such written information, which may be provided electronically such as by email or
36 link to a website, within a reasonable time of the initial notice of appointment and whenever
37 significant changes occur. The written information shall include:
38

39 (a) Professional responsibilities (see Article 10)
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41 (b) Link to faculty handbook and school, college, or department policies
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43 **Section 3.**

1 (a) — Appointments that are not Funding Contingent. A bargaining unit member at the lowest
2 rank of the classifications of clinical professor or professor of practice, instructor, lecturer,
3 librarian, research assistant, research associate or research professor shall be offered an
4 appointment for one fiscal or one academic year. A bargaining unit member at the middle rank
5 of one of these classifications shall be offered an appointment for two fiscal or two academic
6 years. A bargaining unit member at the highest rank of one of these classifications shall be
7 offered an appointment for three fiscal or three academic years. ~~(a) Appointments that are not~~
8 Funding Contingent. A bargaining unit member at the lowest rank of the classifications of
9 clinical professor or professor of practice, instructor, lecturer, librarian, research assistant,
10 research associate or research professor shall be offered an appointment for one fiscal or one
11 academic year. A bargaining unit member at the middle rank of one of these classifications shall
12 be offered an appointment for two fiscal or two academic years. A bargaining unit member at the
13 highest rank of one of these classifications shall be offered an appointment for three fiscal or
14 three academic years.

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

21
22 Section 4. Bargaining unit faculty members with the academic rank of instructor, lecturer,
23 research assistant, research associate, assistant clinical professor, or assistant professor of
24 practice shall be offered at least one year contracts during their first three calendar years of
25 employment in rank.

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

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

34
35 Section 6. Bargaining unit faculty members with the academic rank of senior instructor II, senior
36 research assistant II, senior research associate II, associate clinical professor, or associate
37 professor of practice shall receive at least four year contracts.

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

1
2 Section 84. Appointment or reappointment duration for bargaining unit members in the Adjunct
3 or Acting Assistant Professor classifications is in the sole discretion of the University-
4 Administration, in compliance with the provisions of this Agreement.
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6 Section 4 9. Except as set forth in this Agreement, the University Administration shall provide
7 notice of renewal or nonrenewal of an appointment that is not funding contingent to bargaining-
8 unit members other than those in the classifications of Adjunct or Acting Assistant Professor no
9 later than May 15th of the last year of the member's current appointment for fiscal year
10 appointments and May 1st for academic year appointments. The University Administration will
11 provide notice of renewal, nonrenewal, or termination for lack of funding, of a funding-
12 contingent appointment as soon as practicable. Section 5. Except as set forth in this Agreement,
13 the University shall provide notice of renewal or nonrenewal of an appointment that is not
14 funding contingent to bargaining unit members other than those in the classifications of Adjunct
15 or Acting Assistant Professor no later than May 15th of the last year of the member's current
16 appointment for fiscal year appointments and May 1st for academic year appointments. The
17 University will provide notice of renewal, nonrenewal, or termination for lack of funding, of a
18 funding contingent appointment as soon as practicable.
19

20 Section 9. Career NTTF will receive timely notice of non-renewal during the first annual
21 appointment, by March 15 for those whose contracts expire on or about June 15, or at least three
22 months' notice given prior to expiration of the appointment, whichever is longer; during the
23 second year of service, by December 15 for those whose contracts expire on or about June 15, or
24 at least six months given before expiration of the appointment, whichever is longer; in the third-
25 and subsequent years of service, at least 12 months' notice that may be given at any time.
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27 Years spent in prior non-Career appointments will be included in calculations for the purposes of
28 determining timely notice eligibility.
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30 The employment of a bargaining unit faculty member in the Adjunct classification expires in
31 accordance with its terms and no notice is required.
32

33 Section 6 5-10.

- 34 a. A bargaining unit member who does not receive the notice set forth in sSection 5 4-9 may
35 continue to work under the terms and conditions of the expiring appointment until notice
36 of renewal or nonrenewal is provided. In the event of nonrenewal, the bargaining unit
37 faculty member will receive a terminal contract for the length of time defined by the
38 notice provisions in Section 95.
39
40 b. A bargaining unit member who does not receive notice set forth in Section 9-5 and
41 continues to work under the terms and conditions of the expiring appointment will be
42 paid for all work performed.
43

- c. 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 ~~7-6-11~~. The duration of the appointment for a postdoctoral fellowship and the provisions for appointment renewal or nonrenewal will be specified at the time of hire and included in the written notification of appointment.

Section ~~8-7-12~~. The University Administration may make appointments in the Adjunct classification when, in the sole discretion of the University, such appointments are advisable and in compliance with the terms of this Agreement. A position in the Adjunct classification is not expected to last more than the equivalent of three years, at 1.0 FTE. However, adjunct positions may extend beyond three years, or a position may be filled by adjuncts on an ongoing basis, if appropriate for compelling pedagogical or compelling programmatic reasons. ~~The employment of a bargaining unit faculty member in the Adjunct classification expires in accordance with its terms and no notice is required.~~

Section ~~9-8-13~~. The University Administration supports and encourages, where feasible and appropriate, the creation of NTTF appointments at .50 FTE or above. The University Administration may not appoint a Career NTTF at an FTE level of below .50 FTE to preclude providing benefits. Aggregate appointments across two or more departments that total .50 FTE or above will receive benefits.

Section ~~10-9-14~~. 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 faculty member agree to a shorter duration. At the time of hire, the University and the bargaining unit faculty member may agree upon credit toward tenure for prior service. Such agreement will be documented in the initial appointment. The University Administration and the bargaining unit faculty member may agree to reduce or forego the credit for prior service. Such agreement will be documented in a revised notice of appointment.

Section ~~11-10-15~~. A tenure-track member of the bargaining unit with the title of assistant professor will receive a mid-term review during the third year of the member's appointment approximately halfway between appointment and eligibility for tenure, as described in Article ~~12~~ 13, Tenure Review and Promotion. For faculty members with initial contracts of fewer than three years, the mid-term review will occur in the final year of the contract. Appointments subsequent to the mid-term review may be one, two or three years in duration or may be a terminal appointment, at the discretion of the University Administration in light of the mid-term review. A candidate may request to forgo some or all of the originally negotiated years of credit toward tenure. If she or he does, then an additional mid-term review may be required prior to issuing a new contract.

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

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