

1 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)
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7 **Document Key**

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10 **ARTICLE 16. NOTICES OF APPOINTMENT**

11 **Appointments**

12 **Section 1. Notification of Appointment.** The Office of the Provost shall provide a bargaining
13 unit faculty member to be appointed to a position subject to this Agreement with written
14 notification of the appointment as soon as practicable. Notice by any other means is not valid
15 notice and does not cause the formation of an agreement between the University and the
16 bargaining unit faculty member. Oral promises regarding terms and conditions of employment
17 and representations made in writing by persons other than the Office of the Provost are not
18 binding upon the University. ~~Written offers regarding terms and conditions of employment~~
19 ~~made by the Office of the Provost or designees, including Deans and Department Heads, are~~
20 ~~binding upon the University.~~ The notice of appointment, which may be provided electronically
21 such as by email or link to a website, shall include, but need not be limited to, the following:
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23
24

- 25 a. Effective date of appointment;
- 26 b. Classification, category, and rank;
- 27 c. Department and title;
- 28 d. Duration of appointment, defined work periods (nine-month faculty, twelve-month, etc.)
29 and/or if appointment is contingent on funding;
- 30 e. Tenure status, including the nature of any restrictions on eligibility for tenure and any
31 credit for prior service; or
- 32 f. Career status, including the nature of any restrictions on eligibility for promotion and
33 any credit for prior service;
- 34 g. Salary;
- 35 h. FTE;
- 36 i. Other requirements of employment.

37 ~~**Section 2.** Since a potential bargaining unit faculty member who is offered a position at the~~
38 ~~university has the right to negotiate a starting package, Human Resources will maintain a~~
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41
42
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48 ~~website outlining the elements of a starting package that are traditionally negotiated by~~
49 ~~incoming hires, including but not limited to:~~

- 50
- 51 ~~a. Relocation expenses, including offsets for tax obligations~~
- 52
- 53 ~~b. Salary~~
- 54
- 55 ~~c. Research funding~~
- 56
- 57 ~~d. Additional Academic Support Account funds~~
- 58
- 59 ~~e. Stipends related to endowed chairs~~
- 60
- 61 ~~f. Graduate Employee Support~~
- 62
- 63 ~~g. Office or lab space~~
- 64
- 65 ~~h. Office or lab equipment~~
- 66
- 67 ~~i. Partner hire~~
- 68
- 69 ~~j. Credit for prior service and research~~
- 70
- 71 ~~k. Course load/releases~~
- 72

73 **Section 2. Reporting Site.** Bargaining unit faculty members will be assigned a primary
74 reporting site at the time of hire. Bargaining unit faculty members may be required to move,
75 relocate, travel, or work at multiple reporting sites:

- 76 i. With reasonable notice if required by their job duties as stated in their initial hiring
77 materials; or,
- 78 ii. By mutual agreement; or,
- 79 iii. With at least 12 months' notice of a change. Such changes may not be arbitrary or
80 capricious.

81

82 Bargaining unit faculty members shall receive relocation and/or travel expenses consistent with
83 university policy.

84

85 **Section 3.** The University will provide a bargaining unit member with written information
86 concerning duties, responsibilities, and institutional expectations. The University shall provide
87 such written information, which may be provided electronically such as by email or link to a
88 website, within a reasonable time of the notice of appointment or reappointment and whenever
89 significant changes occur. The written information shall include:

- 90
- 91 a. Professional responsibilities (see Article 17)
- 92
- 93 b. Link to relevant school, college, or department policies
- 94

95 **Section 4. Joint and Multiple Appointments.** A joint appointment is one appointment with
96 the same classification and rank that spans two or more units. A multiple appointment
97 describes when a bargaining unit faculty member has separate appointments in two or more
98 units. Joint or multiple appointments may not exceed 1.0 FTE in total and are subject to the
99 following:

- 100
- 101 a. Joint or multiple appointments for Career and Tenure-Track and Tenured bargaining
102 unit faculty members require a memorandum of understanding (MOU) to be completed
103 at the time of hire or additional appointment. MOUs are not valid unless approved in
104 writing by the bargaining unit faculty member, the hiring departments, and the Office
105 of the Provost.
- 106
- 107 i. Tenure-Track and Tenured MOUs must specify expectations for promotion and
108 tenure review and identify how reviews and the tenure and promotion process
109 will be handled among the units.
- 110
- 111 ii. Career MOUs must specify expectations for promotion review and identify how
112 reviews and the promotion process will be handled among the units.
- 113
- 114 b. Career joint or multiple appointments where the second appointment or assignment is
115 shorter than one year and less than 0.3 FTE (annualized) may forgo the MOU process
116 and may be extended for one additional year without an MOU. Any subsequent joint or
117 multiple appointments within a six-year period require an MOU.
- 118
- 119 c. Limited Duration faculty may hold joint or multiple appointments.
- 120

121 Aggregate appointments across two or more departments that total 0.50 FTE or above will
122 receive benefits.

123

124 **Section 5. Summer Session.** There will not be notices of appointment associated with
125 Summer Session instructional appointments. The provisions of Summer Session
126 appointments will be communicated in writing or email in accordance with Article 18.

127

128 **Tenure-Track and Tenured Appointments**

129

130

131 **Section 6.** The initial appointment in the Tenure-Track and Tenured classification will usually
132 be to the rank of assistant professor, without tenure, and for a period of three years unless the
133 University and the bargaining unit faculty member agree to a shorter duration. At the time of
134 hire, the University and the bargaining unit faculty member may agree upon credit toward
135 tenure for prior service, specific review timelines, and relevant review period windows or
136 materials. The timeline for tenure consideration for those granted credit will be six years less
137 any credit granted. Such agreement will be documented in the initial appointment. The
138 University and the bargaining unit faculty member may agree to reduce or forgo the credit for
139 prior service. Such agreement will be documented in a revised notice of appointment.

140

141 **Section 7.** If an appointment of a full-time, tenure-track bargaining unit member is not to be
142 renewed for reasons other than for just cause (Article 24) or program elimination or reduction
143 (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual
144 appointment, by March 15 for those whose contracts expire on or about June 15, or at least three
145 months' notice given prior to expiration of the appointment, whichever is longer; during the
146 second year of service, by December 15 for those whose contracts expire on or about June 15, or
147 at least six months' notice given before expiration of the appointment, whichever is longer; in the
148 third and subsequent years of service, at least 12 months' notice, which may be given at any
149 time.

150
151

152 **Career Appointments**

153

154 **Section 8. Career Faculty FTE.** Career faculty will be assigned a base FTE at the time of hire.
155 Permanent changes to that FTE for instructional Career faculty (including librarians) are only
156 allowed by mutual written agreement between the bargaining unit faculty member and the
157 Office of the Provost or Dean. Changes in base FTE for research Career faculty are allowed by
158 mutual agreement or with 30 days' notice for any reason.

159

160 Instructional career faculty members may agree to temporary changes in their base annualized
161 FTE. If an instructional Career faculty member's actual FTE exceeds their base annualized FTE
162 for at least three years over any five-year period, either:

- 163 a. the instructional Career faculty member's base annualized FTE will be permanently
164 increased to a mutually ~~agreeable~~ **agreed upon** amount no less than the average of their
165 FTE over the previous five years, or
- 166 b. the instructional Career faculty member's FTE cannot be temporarily increased again.

167

168 This section only applies to annualized FTE assignments up to 1.0 during the regular academic
169 year. FTE considerations for Career positions designated as funding-contingent are in Section
170 18 below.

171

172 **Section 9.** The University supports and encourages, where feasible and appropriate, the creation
173 of Career faculty appointments at 0.50 FTE or above. The University may not make Career
174 faculty appointments at an FTE level of below 0.50 FTE to preclude providing benefits.

175

176 **Section 10. Career Faculty Expectation of Employment.** Bargaining unit faculty members
177 with an appointment in the Career classification (Career faculty) will be hired with the
178 expectation of continued employment, except where specified in Section 18. Their employment
179 may only be terminated for cause (Article 24), through a program reduction or elimination
180 (Article 25), or through layoff (Article 16).

181

182 **Section 11. Career Faculty Layoff Notification.** Career faculty members can be laid off from
183 their position at any time with appropriate notice.

184

185 Career faculty members who are in their first year of employment will have a notice period of
186 at least 30 days before being laid off.

187
188 Career faculty members who are in their second and subsequent years of employment, but have
189 not achieved promotion, will have a notice period of at least 90 days before being laid off.
190 Career faculty members hired at a promoted rank will have a notice period of at least 90 days
191 before being laid off. They will have a notice period of at least 365 days before being laid off
192 once they have successfully completed a promotion in rank review or successfully completed a
193 continuous employment review at the University.

194
195 Career faculty members who have achieved promotion will have a notice period of at least 365
196 days before being laid off.

197
198 ~~Career faculty members who have been hired at higher ranks will be granted the notice period~~
199 ~~that corresponds to such rank.~~

200
201 Notice periods for Career positions designated as funding-contingent are in Section 18 below.

202
203 **Section 12. Career Faculty Layoff Rationale.** The University may lay off a Career faculty
204 member in their first year of employment for any reason.

205
206 The University may lay off a Career faculty member in their second and subsequent years of
207 employment for the following reasons:

- 208
- 209 a. Failure to meet the standards of excellence at a major research university, as determined
210 through the procedures developed in accordance with Article 19; or
 - 211 b. Inadequate resources within the unit or department to continue funding the bargaining
212 unit faculty member's position; or
 - 213 c. Programmatic or pedagogical reasons, including but not limited to reasons under
214 Article 3, Section 1, and departmental adjustments necessary to accommodate graduate
215 students; or
 - 216 d. Replacement of the laid off position(s) with a Tenure-related position.

217
218 The University shall provide a written statement documenting the reason for the layoff at the
219 time of notice.

220
221 It is acknowledged that in the layoff decisions pursuant to this Section, subsection (a), (c), and
222 (d) rely on the University's exercise of academic judgment. Decisions made on the basis of
223 inadequate resources as described in (b) may or may not rely on academic judgment.

224
225 Layoff rationale for Career positions designated as funding-contingent are in Section 18 below.

226
227 **Section 13.** In situations where more than one Career faculty member could be laid off under
228 Section 12 to address financial, pedagogical or programmatic needs, or to replace a position with
229 Tenure-related position, layoffs should be based on the functions and skills required to perform
230 necessary work. If more than one Career faculty member has the functions and skills to perform
231 necessary work, layoffs shall follow earned seniority at the institution, followed by consideration
232 of rank (Pre-promotion first, then Senior I, then Senior II). The order of layoffs may also take
233 into consideration the equity goals of the university.

234
235 Grievances related to lay off decisions can be pursued exclusively through Article 23, Section
236 11.

237
238 **Section 14.** On or before July 1 of each year, the University will send a report to the Union
239 detailing the layoffs for the preceding year. The report will list the department and stated reason
240 the faculty member was laid off.

241
242 **Section 15.** Career faculty who are laid off under this Article will be provided with career
243 transition resources and information on subscribing to position announcements at the university.

244
245
246 **Limited Duration Appointments**

247
248 **Section 16. Limited Duration Appointments.** Appointment or reappointment duration for
249 bargaining unit faculty members in the Pro Tem, Visiting, Retired, Postdoctoral Scholar,
250 Postbaccalaureate Scholar, or Acting classifications is at the discretion of the University, in
251 compliance with the provisions of this Agreement. Their employment expires in accordance
252 with its terms and no notice is required.

253
254 **Section 17.** The duration of the appointment for a Postdoctoral or Postbaccalaureate Scholar
255 and the provisions for appointment, renewal, or nonrenewal will be specified at the time of
256 hire and included in the written notification of appointment.

257
258 ~~Section 18. Limited duration faculty whose employment will not be renewed will be~~
259 ~~provided with career transition resources and information on subscribing to position~~
260 ~~announcements at the university.~~

261
262 **Funding-Contingent Appointments (Career and Limited Duration)**

263
264 **Section 18.** Appointments in the Career and Limited Duration classifications shall be designated
265 as funding-contingent in their notice of appointment under Section 1.d. if they are fully or
266 partially:

- 267 i. Funded by sources other than general funds (e.g., gifts, grants, contracts, awards,
268 sponsored projects, service center or core facility revenue, income, auxiliaries,
269 cooperative agreements, etc.); or,
270 ii. Temporarily supported on general funds (e.g., one-time, startup, seed funding, bridge-
271 funding, sabbatical, etc.); or,
272 iii. Appointed to programs, projects, or activities that are temporary, short-term, or self-
273 supporting.

274
275 Notwithstanding the terms set above, Career appointments designated as funding-contingent
276 have an expectation of continued employment for as long as funding for the position is known
277 to be available. A funding-contingent appointment can be terminated due to lack of funding,
278 changing programmatic needs, or poor performance by the bargaining unit faculty member
279 holding the appointment, subject to the notice requirements below.

280
281 Bargaining unit faculty members with funding-contingent appointments who have achieved
282 promotion shall receive at least 30 ~~60~~ days' notice before being laid off. Funding-contingent
283 faculty members who ~~are in their second or subsequent years of employment, but who~~ have not
284 achieved promotion ~~will have a notice period of at least 30 days before being laid off. Funding-~~
285 ~~contingent faculty members who are in their first year of employment~~ are not subject to notice
286 before being laid off (although at least 30 days' notice is encouraged).

287
288 Before terminating a funding-contingent appointment for a bargaining unit faculty member's
289 poor performance, the University must meet with the bargaining unit faculty member to discuss
290 the poor performance and provide the bargaining unit faculty member with written instructions
291 and a timeline to remedy the poor performance.

292
293 Changes in FTE for funding-contingent faculty are allowed by mutual agreement or change in
294 funding, programmatic need, or performance.