

1 UNIVERSITY OF OREGON COUNTERPROPOSAL (8/13/2024)
2 UNIVERSITY ACADEMICS COUNTERPROPOSAL (7/2/2024)
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)
4 UNITED ACADEMICS COUNTERPROPOSAL (5/16/2024)
5 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)
6 UNITED ACADEMICS COUNTERPROPOSAL (4/4/2024)
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8 UNITED ACADEMICS PROPOSAL (2/1/2024)
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10 **Document Key**

11 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored
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13 **ARTICLE 16. NOTICES OF APPOINTMENT**

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15 **Appointments**

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17 **Section 1. Notification of Appointment.** The Office of the Provost shall provide a bargaining
18 unit faculty member to be appointed to a position subject to this Agreement with written
19 notification of the appointment as soon as practicable. ~~Notice by any other means is not valid~~
20 ~~notice and does not cause the formation of an agreement between the University and the~~
21 ~~bargaining unit faculty member. Oral promises regarding terms and conditions of employment~~
22 ~~and representations made in writing by persons other than the Office of the Provost are not~~
23 ~~binding upon the University. Written offers regarding terms and conditions of employment~~
24 ~~made by the Office of the Provost or designees, including Deans and Department Heads, are~~
25 ~~binding upon the University.~~ The notice of appointment, which may be provided electronically
26 such as by email or link to a website, shall include, but need not be limited to, the following:
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- 28 a. Effective date of appointment;
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30 b. Classification, category, and rank;
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32 c. Department and title;
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34 d. Duration of appointment, defined work periods (nine-month faculty, twelve-month, etc.)
35 and/or if appointment is contingent on funding;
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37 e. Tenure status, including the nature of any restrictions on eligibility for tenure and any
38 credit for prior service; or
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40 f. Career status, including the nature of any restrictions on eligibility for promotion and
41 any credit for prior service;
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43 g. Salary;
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45 h. FTE;
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47 i. Other requirements of employment.

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

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54 ~~a. Relocation expenses, including offsets for tax obligations~~

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56 ~~b. Salary~~

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58 ~~c. Research funding~~

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60 ~~d. Additional Academic Support Account funds~~

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62 ~~e. Stipends related to endowed chairs~~

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64 ~~f. Graduate Employee Support~~

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66 ~~g. Office or lab space~~

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68 ~~h. Office or lab equipment~~

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70 ~~i. Partner hire~~

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72 ~~j. Credit for prior service and research~~

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74 ~~k. Course load/releases~~

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

79 i. With reasonable notice if required by their job duties as stated in their initial hiring
80 materials; or,

81 ii. By mutual agreement; or,

82 iii. With at least 12 months' notice of a change. Such changes may not be arbitrary or
83 capricious.

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

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

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

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

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

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

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

Tenure-Track and Tenured Appointments

Section 6. The initial appointment in the Tenure-Track and Tenured 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, specific review timelines, and relevant review period windows or

139 materials. The timeline for tenure consideration for those granted credit will be six years less
140 any credit granted. Such agreement will be documented in the initial appointment. The
141 University and the bargaining unit faculty member may agree to reduce or forgo the credit for
142 prior service. Such agreement will be documented in a revised notice of appointment.

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

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155 **Career Appointments**

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

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163 Instructional career faculty members may agree to temporary changes in their base annualized
164 FTE. If an instructional Career faculty member's actual FTE (excluding any funding-contingent
165 FTE) exceeds their base annualized FTE for at least three years over any five-year period, either:

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

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171 This section only applies to annualized FTE assignments up to 1.0 during the regular academic
172 year. FTE considerations for Career positions designated as funding-contingent are in Section
173 18 below.

174

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

178

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

184

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

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

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191 Career faculty members who are in their second and subsequent years of employment, but have
192 not achieved promotion, will have a notice period of at least 90 days before being laid off.

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194 Career faculty members hired at a promoted rank will have a notice period of at least 90 180
195 days before being laid off.

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197 Career faculty members ~~They~~ will have a notice period of at least 365 days before being laid
198 off once they have successfully completed a promotion in rank review or successfully
199 completed (meets expectations in all areas) a continuous employment review at the University.

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201 ~~Career faculty members who have achieved promotion will have a notice period of at least 365~~
202 ~~days before being laid off. Career faculty members who have been hired at higher ranks will be~~
203 ~~granted the notice period that corresponds to such rank.~~

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

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

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

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

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222 The University shall provide a written statement documenting the reason for the layoff at the
223 time of notice.

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

228
229 Layoff rationale for Career positions designated as funding-contingent are in Section 18 below.

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

238
239 Grievances related to lay off decisions can be pursued exclusively through Article 23, Section
240 11.

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

245
246 **Section 15.** Career faculty who are laid off under this Article will be provided with career
247 transition resources and information on subscribing to position announcements at the university.

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250 **Limited Duration Appointments**

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

257

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

261

262 ~~**Section 18.** Limited duration faculty whose employment will not be renewed will be~~
263 ~~provided with career transition resources and information on subscribing to position~~
264 ~~announcements at the university.~~

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266 **Funding-Contingent Appointments (Career and Limited Duration)**

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

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

277 supporting.

278

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

284

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

291

292 Before terminating a funding-contingent appointment for a bargaining unit faculty member's
293 poor performance, the University must meet with the bargaining unit faculty member to discuss
294 the poor performance and provide the bargaining unit faculty member with written instructions
295 and a timeline to remedy the poor performance.

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