

ARTICLE 16. CONTRACTS

Section 1. The Provost or designee shall provide a bargaining unit faculty 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 faculty 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) Department and title
- (d) Duration of appointment and/or if appointment is contingent on funding
- (e) Tenure status, including the nature of any restrictions on eligibility for tenure or any credit for prior service; or
- (f) Career status, including the nature of any restrictions on eligibility for promotion or any credit for prior service
- (g) Salary
- (h) FTE (each term and yearly)
- (i) Other requirements of employment

Section 2. The University shall provide notice of reappointment to current bargaining unit members no later than May 15th of the last year of the member’s current appointment. Once notice is issued, appointment or reappointment may not be reduced or rescinded, except through the processes described in Article 24.

Section 3. Bargaining unit faculty members on H-1B visas who are on indefinite contracts or receive a notice of renewal will have their contract processed by July 1 to ensure that they will have their visas processed and renewed in time for the subsequent academic year.

Section 4. 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 at the time of

1 the initial notice of appointment or reappointment and whenever significant changes
2 occur. The written information shall include:

3
4 (a) Professional responsibilities (see Article 17)

5
6 (b) Link to faculty handbook and school, college, or department policies
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8 **Section 3 5.** Bargaining unit faculty members with the classification and rank of
9 instructor, lecturer, research assistant, research associate, assistant clinical professor, or
10 assistant professor of practice, ~~who have appointments that are not funding contingent,~~
11 shall have at least one-year contracts during their first four academic or fiscal years of
12 employment in rank.
13

14 Bargaining unit faculty members with the classification and rank of instructor, lecturer,
15 research assistant, research associate, assistant clinical professor, or assistant professor
16 of practice, ~~who have appointments that are not funding contingent,~~ shall have at least
17 two- year contracts after their first four academic or fiscal years of employment in
18 rank.
19

20 **Section 4 6.** Bargaining unit faculty members with the classification and rank of senior
21 instructor I, senior lecturer I, senior research assistant I, senior research associate I,
22 associate clinical professor, or associate professor of practice, ~~who have appointments~~
23 ~~that are not funding contingent,~~ shall have at least three-year contracts.
24

25 **Section 5 7.** Bargaining unit faculty members with the academic rank of senior
26 instructor II, senior lecturer II, senior research assistant II, senior research associate II,
27 associate clinical professor, or associate professor of practice, ~~who have appointments~~
28 ~~that are not funding contingent,~~ shall have at least three-year contracts.
29

30 **Section 6 8.** The status quo with respect to length of contracts for Librarians shall be
31 maintained subject to the provisions of Article 19, Section 7.
32

33 ~~**Section 7.** Notwithstanding Sections 3-6 of this Article, the appointment or~~
34 ~~reappointment of an NTTF bargaining unit member, in any classification or rank,~~
35 ~~whose~~
36 ~~position is funded by grants or other external funding sources, may be made contingent~~
37 ~~on the availability or continuation of such funding.~~
38

39 **Section 9.** The University may decline to renew a Career NTTF bargaining unit
40 member's contract for the following reasons:

- 41 a. Failure to meet the standards of excellence at a major research university, as
42 determined through the procedures developed in accordance with Article 19;
43 or
44 b. Inadequate resources to continue funding the work performed by the
45 bargaining unit faculty member; or

- c. A lack of programmatic need for the work performed by the bargaining unit faculty member; or
- d. Replacement of the NTTF position with a Tenure-related position.

Section 8 10. Appointment or reappointment duration for bargaining unit members in the Adjunct or Acting Assistant Professor classifications is in the discretion of the University, in compliance with the provisions of this Agreement.

Section 9 11. 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 1st of the last year of the member's current appointment. ~~The University will provide notice of renewal, nonrenewal, or termination for lack of funding, of a funding contingent appointment as soon as practicable.~~

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

Section 10 12. A Career NTTF who receives a notice of non-renewal shall be provided a written statement documenting the reasons for non-renewal at the time of notice.

Section 11 13.

- (a) If the University does not provide a bargaining unit faculty member with notice as set forth in Section 9, he or she shall receive a payment proportional to his or her base salary for the number of days the notice was late.
- (b) A bargaining unit faculty member who does not receive notice as set forth in Section 9 and continues to work under the terms and conditions of the expiring appointment after that appointment expires will be paid for all work performed.
- (c) Notice for purposes of this Article will be provided by email to the bargaining unit faculty 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 Banner system.

Section 12 14. 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 13 15. The University may make appointments in the Adjunct classification when 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 three years-, ~~except~~ ~~However, adjunct positions may extend beyond three years, or a~~

1 ~~position may be filled by adjuncts on an ongoing basis, if appropriate for legitimate~~
2 ~~pedagogical or legitimate programmatic reasons.~~ **Units with more than 20 faculty**
3 **members may have no more than 10% of the total positions in the Adjunct**
4 **classification for more than three years due to pedagogical or programmatic reasons.**
5 **Units with fewer than 20 faculty members may have no more than 2 positions in the**
6 **Adjunct classification for more than three years due to pedagogical or programmatic**
7 **reasons.**
8

9 **Section 14 16.** The University supports and encourages, where feasible and
10 appropriate, the creation of NTTF appointments at .50 FTE or above. The University
11 may not appoint a Career NTTF at an FTE level of below .50 FTE to preclude
12 providing benefits. Aggregate appointments across two or more departments that total
13 .50 FTE or above will receive benefits.
14

15 **Section 15 17.** The initial appointment in the Tenure-Track and Tenured Professor
16 classification will usually be to the rank of assistant professor, without tenure, and for
17 a period of three years unless the University and the bargaining unit faculty member
18 agree to a shorter duration. At the time of hire, the University and the bargaining unit
19 faculty member may agree upon credit toward tenure for prior service. Such
20 agreement will be documented in the initial appointment. The University and the
21 bargaining unit faculty member may agree to reduce or forego the credit for prior
22 service. Such agreement will be documented in a revised notice of appointment.
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24 **Section 16 18.** If an appointment of a full-time, tenure-track bargaining unit member is
25 not to be renewed for reasons other than for just cause (Article 24) or program
26 elimination or reduction (Article 25), notice of nonrenewal shall be given in writing as
27 follows: during the first annual appointment, by March 15 for those whose contracts
28 expire on or about June 15, or at least three months' notice given prior to expiration of
29 the appointment, whichever is longer; during the second year of service, by December
30 15 for those whose contracts expire on or about June 15, or at least six months given
31 before expiration of the appointment, whichever is longer; in the third and subsequent
32 years of service, at least 12 months' notice that may be given at any time.