

1 **ARTICLE 16. ~~CONTRACTS~~ NOTICES OF APPOINTMENT**

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3 **Section 1.** The Provost or designee shall provide a bargaining unit faculty member to
4 be appointed or reappointed to a position subject to this Agreement with written
5 notification of the appointment or reappointment. Notice by any other means is not
6 valid notice and does not cause the formation of an agreement between the University
7 and the bargaining unit faculty member. Oral promises regarding terms and conditions
8 of employment and representations made in writing by persons other than the Provost
9 or those designated by the Provost are not binding upon the University. The notice of
10 appointment or reappointment, which may be provided electronically such as by email
11 or link to a website, shall include, but need not be limited to, the following:
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- 13 (a) Effective date of appointment
14
15 (b) Classification, category, and rank
16
17 (c) Department and title
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19 (d) Duration of appointment and/or if appointment is contingent on funding
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21 (e) Tenure status, including the nature of any restrictions on eligibility for tenure
22 and any credit for prior service; or
23
24 (f) Career status, including the nature of any restrictions on eligibility for
25 promotion and any credit for prior service
26
27 (g) Salary
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29 (h) FTE (~~each term and yearly~~)
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31 (i) Other requirements of employment
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33 **Section 2.** The University shall provide notice of reappointment to ~~current bargaining~~
34 ~~unit members~~ career NTTF who are not funding contingent no later than ~~May~~ August
35 15 of the last year of the member's current appointment. ~~Once notice is issued,~~
36 ~~appointment or reappointment may not be reduced or rescinded, except through the~~
37 ~~processes described in Article 24.~~
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39 ~~**Section 3.** Bargaining unit faculty members who are not funding contingent on H-1B~~
40 ~~visas who are on indefinite contracts or receive a notice of renewal will have their~~
41 ~~contract processed by July 1 to ensure that they will have their visas processed and~~
42 ~~renewed in time for the subsequent academic year.~~
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44 **Section 2 3.** The University will provide a bargaining unit member with written
45 information concerning duties, responsibilities and institutional expectations. The
46 University shall provide such written information, which may be provided

1 electronically such as by email or link to a website, within a reasonable ~~at the~~ time of
2 the ~~initial~~ notice of appointment or reappointment and whenever significant changes
3 occur. The written information shall include:

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5 (a) Professional responsibilities (see Article 17)

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7 (b) Link to faculty handbook and school, college, or department policies

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9 **Section 3 4.** Bargaining unit faculty members with the Career classification and rank of
10 instructor, lecturer, research assistant, research associate, assistant clinical professor, or
11 research assistant professor, ~~assistant professor of practice~~, who have appointments that
12 are not funding contingent, shall have at least one-year contracts during their first four
13 academic or fiscal years of employment in rank.

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

20
21 **Section 4 5.** Bargaining unit faculty members with the Career classification and rank
22 of senior instructor I, senior lecturer I, senior research assistant I, senior research
23 associate I, associate clinical professor, or research associate professor, ~~associate~~
24 ~~professor of practice~~, who have appointments that are not funding contingent, shall
25 have at least three-year contracts.

26
27 **Section 5 6.** Bargaining unit faculty members with the Career classification and rank
28 of senior instructor II, senior lecturer II, senior research assistant II, senior research
29 associate II, ~~associate~~ clinical professor, research professor or ~~associate~~ professor of
30 practice, who have appointments that are not funding contingent, shall have at least
31 three-year contracts.

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

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36 **Section 7-8.** Notwithstanding Sections 4-7 of this Article, the appointment or
37 reappointment of an NTTF bargaining unit member, in any classification or rank,
38 whose position is funded by grants or other external funding sources, may be made
39 contingent on the availability or continuation of such funding.

40
41 **Section 9.** The University may, at its discretion, decline to renew a Career NTTF
42 bargaining unit member's contract. The University shall provide a written statement
43 documenting the reason for the nonrenewal at the time of notice. Reasons for
44 nonrenewal may include, but are not limited to: ~~for the following reasons:~~

- 45 a. Failure to meet the standards of excellence at a major research university, as
46 determined through the procedures developed in accordance with Article 19;

- 1 or
2 b. Inadequate resources to continue funding the work performed by the
3 bargaining unit faculty member; or
4 c. A lack of programmatic need for the work performed by the bargaining unit
5 faculty member; or
6 d. Replacement of the NTTF position with a Tenure-related position.
7

8 **Section 8 10.** Appointment or reappointment duration for bargaining unit members in
9 the Adjunct, ~~Visiting, Postdoctoral Scholar~~, or Acting ~~Assistant Professor~~
10 classifications is ~~in~~ at the discretion of the University, in compliance with the
11 provisions of this Agreement.
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13 **Section 9 11.** Except as set forth in this Agreement, the University shall provide
14 notice of renewal or nonrenewal of an appointment that is not funding contingent to
15 bargaining unit members, other than those in the classifications of Adjunct, ~~Visiting,~~
16 ~~Postdoctoral Scholar~~ or Acting ~~Assistant Professor~~, no later than May 1st of the last
17 year of the member's current appointment.
18

19 The employment of a bargaining unit faculty member in the Adjunct, ~~Visiting,~~
20 ~~Postdoctoral Scholar~~ or Acting classifications expires in accordance with its terms
21 and no notice is required.
22

23 ~~Section 10 12. A Career NTTF who receives a notice of non-renewal shall be~~
24 ~~provided a written statement documenting the reasons for non-renewal at the time of~~
25 ~~notice.~~
26

27 **Section 11 12.**
28

- 29 (a) If the University does not provide a bargaining unit faculty member with notice
30 as set forth in Section 9, he or she shall receive a payment proportional to his or
31 her base salary for the number of days the notice was late.
32
33 (b) A bargaining unit faculty member who does not receive notice as set forth in
34 Section 9 and continues to work under the terms and conditions of the
35 expiring appointment after that appointment expires will be paid for all work
36 performed.
37
38 (c) Notice for purposes of this Article will be provided by email to the bargaining
39 unit faculty member's official University of Oregon email address. In the
40 absence of such an email address, notice will be provided by regular, first-class
41 mail to the last known address on file with the university's Banner system.
42

43 **Section 12 13.** The duration of the appointment for a postdoctoral ~~fellowship~~ scholar
44 and the provisions for appointment, renewal, or nonrenewal will be specified at the
45 time of hire and included in the written notification of appointment.
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1 **Section ~~13~~ 14.** The University may make appointments in the Adjunct classification
2 when such appointments are advisable and in compliance with the terms of this
3 Agreement. A position in the Adjunct classification is not expected to last more than
4 three years. However, adjunct positions may extend beyond three years, or a position
5 may be filled by adjuncts on an ongoing basis, if appropriate for legitimate pedagogical
6 or legitimate programmatic reasons. ~~except for legitimate pedagogical or legitimate~~
7 ~~programmatic reasons. Units with more than 20 faculty members may have no more~~
8 ~~than 10% of the total positions in the Adjunct classification for more than three years~~
9 ~~due to pedagogical or programmatic reasons. Units with fewer than 20 faculty members~~
10 ~~may have no more than 2 positions in the Adjunct classification for more than three~~
11 ~~years due to pedagogical or programmatic reasons.~~
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13 **Section 14 15.** The University supports and encourages, where feasible and
14 appropriate, the creation of NTTF appointments at .50 FTE or above. The University
15 may not appoint a Career NTTF at an FTE level of below .50 FTE to preclude
16 providing benefits. Aggregate appointments across two or more departments that total
17 .50 FTE or above will receive benefits.
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19 **Section ~~15~~ 16.** The initial appointment in the Tenure-Track and Tenured Professor
20 classification will usually be to the rank of assistant professor, without tenure, and for
21 a period of three years unless the University and the bargaining unit faculty member
22 agree to a shorter duration. At the time of hire, the University and the bargaining unit
23 faculty member may agree upon credit toward tenure for prior service. Such
24 agreement will be documented in the initial appointment. The University and the
25 bargaining unit faculty member may agree to reduce or forego the credit for prior
26 service. Such agreement will be documented in a revised notice of appointment.
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28 **Section ~~16~~ 17.** If an appointment of a full-time, tenure-track bargaining unit member is
29 not to be renewed for reasons other than for just cause (Article 24) or program
30 elimination or reduction (Article 25), notice of nonrenewal shall be given in writing as
31 follows: during the first annual appointment, by March 15 for those whose contracts
32 expire on or about June 15, or at least three months' notice given prior to expiration of
33 the appointment, whichever is longer; during the second year of service, by December
34 15 for those whose contracts expire on or about June 15, or at least six months' notice
35 given before expiration of the appointment, whichever is longer; in the third and
36 subsequent years of service, at least 12 months' notice, which ~~that~~ may be given at any
37 time.
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39 **Section ~~20~~ 18. Impact of enrollment on appointments.** The University will make a
40 good faith effort to ensure that the FTE specified in contracts issued to career NTTF
41 instructional faculty is not reduced for the duration of the contract period. Reduction of
42 the FTE specified in a career NTTF instructional faculty contract may be necessary if
43 the faculty member's assigned course load is reduced based on insufficient enrollment
44 and is not otherwise substituted with equivalent, alternative professional
45 responsibilities. In the event of course cancellation for insufficient enrollment:

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- (a) The University will work with the affected faculty member to determine if it is possible to replace the course assignment with an equivalent course assignment within the same contract period and academic year. The assignment of an equivalent course pursuant to the Section shall not be considered an overload assignment.
- (b) If it is not possible to replace the course assignment within the same contract period and academic year, the department may provide an equivalent, alternative assignment consistent with the department’s workload policy. The equivalent, alternative assignment must be completed during the same term the cancelled course was scheduled.
- (c) If an equivalent, alternative course assignment is not possible and an equivalent, alternative assignment is not assigned, the FTE will be adjusted to reflect the reduction in workload. Notice of a reduced FTE shall be provided, in writing or email, to bargaining unit faculty members no later than the third day of classes. Bargaining unit faculty members shall be compensated at the original FTE from the beginning of the term through the date of notice of a reduced FTE.

Section 21-19. There will not be contracts associated with Summer Session instructional appointments. Summer Session appointments will be communicated in writing or email in accordance with Article 18.