UNIVERSITY OF ACADEMICS PROPOSAL

ARTICLE 16. NOTICES OF APPOINTMENT

Section 1. Notice of Renewal or Nonrenewal.

a. The University shall provide notice of renewal or nonrenewal of a Career NTTF faculty appointment that is not funding contingent via email no later than May 1st of the last year of the faculty member’s current appointment.

Notice of renewal will state the following:
  i. Duration of upcoming appointment; and
  ii. Whether the upcoming appointment is contingent on funding; and
  iii. Expected FTE.

b. The University shall provide notice of renewal or nonrenewal of a Career NTTF faculty appointment that is funding contingent via email as soon as practicable.

Notice of renewal will state the following:
  i. Duration of upcoming appointment; and
  ii. Whether the upcoming appointment is contingent on funding; and
  iii. Expected FTE.

c. A bargaining unit faculty member with a Career NTTF faculty appointment that is funding contingent and who has achieved promotion shall receive at least 30 days of notice prior to the nonrenewal of his or her appointment.

d. The employment of a bargaining unit faculty member in the Pro Tem, Visiting, Postdoctoral Scholar, or Acting classifications expires in accordance with its terms and no notice is required.

Section 2. Nonrenewal of Career Non-Tenure-Track Faculty Rationale. The University may decline to renew the appointment of a Career NTTF bargaining unit faculty member who has achieved promotion for the following reasons:

a. Failure to meet the standards of excellence at a major research university, as determined through the procedures developed in accordance with Article 19; or
b. Inadequate resources within the unit or department to continue funding the bargaining unit faculty member’s position; or
c. Pedagogical or programmatic reasons, including, but not limited to, departmental adjustments necessary to accommodate graduate students; or
d. Replacement of the NTTF position(s) with a Tenure-related position.

Career NTTF bargaining unit faculty members who have not yet been promoted may be non-renewed, at the discretion of the University, pursuant to the timelines provided for in Section 1.

January 30, 2020
The University shall provide a written statement documenting the reason for the nonrenewal at the time of notice.

It is acknowledged that in the nonrenewal decisions pursuant to this section, subsection (a), (c), and (d) rely on the University’s exercise of academic judgment. Decisions made based on the basis of inadequate resources as described in (b) may or may not rely on academic judgment.

Section 3. Grievances related to non-renewal decisions can be initiated at the Step 3 level.

Section 3. On or before July 1 of each year, the University will send a report to the Union detailing the non-renewal decisions for that year. The report will list the department and stated reason the faculty member was non-renewed.

Section 4. Lack of Renewal Notice

a. If the University does not provide a bargaining unit faculty member with notice as set forth in Section 1, they shall receive an additional 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 1 and continues to work under the terms and conditions of the expiring appointment after that appointment expires will be paid for all work performed.

Appointments and Reappointments

Section 5. 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, category, 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 and any credit for prior service; or

f. Career status, including the nature of any restrictions on eligibility for promotion and any credit for prior service

g. Salary

h. FTE

i. Other requirements of employment

Section 6. Reappointments for bargaining unit faculty members may not decrease FTE by more than 0.20 FTE from actual assigned FTE in the previous year, nor can FTE decrease within a multi-year contract.

Section 7. Notice of Appointment Timelines for New Faculty. Notices of appointment for new bargaining unit faculty members shall be provided as soon as practicable.

Section 8. Notice of Reappointment Timelines for Continuing Faculty

a. The University shall provide notice of reappointment to returning Career NTTF faculty who are not funding contingent no later than 30 days prior to the start date of their appointment.

b. The University shall provide notice of reappointment to returning Career NTTF faculty who are funding contingent no later than 30 days prior to the start date of their appointment, when feasible.

Section 9. 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 time of the notice of appointment or reappointment and whenever significant changes occur. The written information shall include:

a. Professional responsibilities (see Article 17)

b. Link to faculty handbook and school, college, or department policies

Section 10. One-Year Appointments. Bargaining unit faculty members who have appointments with the Career classification and rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, research scientist, research engineer, or research assistant professor shall have at least one-year appointments during their first four academic or fiscal years of employment in rank.
Section 11. Two-Year Appointments. Bargaining unit faculty members who have
appointments with the Career classification and rank of instructor, lecturer, research
assistant, research associate, assistant clinical professor, research scientist, research
engineer, or research assistant professor shall have at least two-year appointments after
their first four academic or fiscal years of employment in rank.

Section 12. Three-Year Appointments. Bargaining unit faculty members who have
appointments with the Career classification and rank of senior instructor I, senior
instructor II, senior lecturer I, senior lecturer II, senior research assistant I, senior
research assistant II, senior research associate I, senior research associate II, associate
clinical professor, clinical professor, senior research scientist, senior research scientist
II, senior research engineer, senior research engineer II, principal research scientist,
research associate professor, research professor, or professor of practice shall have at
least three-year appointments.

Section 13. The status quo with respect to length of contracts for Librarians shall be
maintained subject to the provisions of Article 19, Section 6.

Section 14. Length of Funding Contingent Appointments. Notwithstanding Sections
8-11 of this Article, an appointment cannot be issued for longer than funding is known
to be available. Further, regardless of appointment length and in contrast to
appointments that are not funding contingent, a funding contingent appointment can be
terminated due to lack of funding, changing programmatic needs, or poor performance
by the bargaining unit faculty member holding the appointment, subject to the notice
requirements of Section 1 of this article.

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

Section 15. Appointment or reappointment duration for bargaining unit members in
the Pro Tem, Visiting, Postdoctoral Scholar, or Acting classifications is at the
discretion of the University, in compliance with the provisions of this Agreement.

Section 16. The duration of the appointment for a Postdoctoral Scholar 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 17. Length of Pro Tempore Appointments. Pro Tem positions will last no
more than three years, unless the Provost or designee designates the position as an
Ongoing Pro Tem position or gives a department or unit permission to extend the
position for up to one year.

The Provost or designee can designate a Pro Tem position to be an Ongoing Pro Tem
position for legitimate pedagogical or programmatic reasons.

a. Legitimate pedagogical reasons for Ongoing Pro Tem positions include:

i. When a department or unit believes that the student learning experience is enhanced by having new instructors cycle into the program to meet specific course needs.

ii. When a department or unit identifies a position that is best taught by a working or retired professional in the industry and the position is assigned no more than three courses an academic year.

b. Legitimate Programmatic reasons for an Ongoing Pro Tem position include:

i. When a department or unit offers recent PhD graduates a short-term position and there is an expectation that the new faculty members would fill this position every one-to-three years.

ii. When a department or unit with traditionally large fluctuations in enrollment can accommodate those fluctuations by having a reasonable number of Pro Tem positions.

c. Inadequate or limited financial resources are not legitimate pedagogical or programmatic reasons for designating a position an Ongoing Pro Tem position.

In rare cases, the Provost or designee can give a department or unit permission to extend a Pro Tem position for one year beyond the three-year limit. In these rare cases, a faculty member may continue in the Pro Tem position for one year beyond the three-year limit.

Section 18. The University supports and encourages, where feasible and appropriate, the creation of NTT appointments at 0.50 FTE or above. The University may not appoint a Career NTT faculty member at an FTE level of below 0.50 FTE to preclude providing benefits. Aggregate appointments across two or more departments that total 0.50 FTE or above will receive benefits.

Section 19. Bargaining unit faculty members in the Teaching Professor rank may only be terminated for cause (Article 24), or in the case of legitimate financial or legitimate academic needs (Article 25).

Section 20. Tenure-Track and Tenured. 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 six 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 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 20. If an appointment of a full-time, tenure-track bargaining unit member is not to be renewed for reasons other than for just cause (Article 24) or program elimination or reduction (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual appointment, by March 15 for those whose contracts expire on or about June 15, or at least three months’ notice given prior to expiration of the appointment, whichever is longer; during the second year of service, by December 15 for those whose contracts expire on or about June 15, or at least six months’ notice given before expiration of the appointment, whichever is longer; in the third and subsequent years of service, at least 12 months’ notice, which may be given at any time.

Section 21. Impact of enrollment on Career NTTF faculty appointments. In the event of course cancellation for insufficient enrollment:

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 appointment period and academic year. The assignment of an equivalent course pursuant to the this Section shall not be considered an overload assignment.

b. If it is not possible to replace the course assignment within the same appointment period and academic year, the department may provide an equivalent, alternative assignment consistent with the department’s Workload Professional Responsibilities policy. Examples of such work include but are not limited to the following: advising; determining course equivalencies for transfer credit; assessment projects; curriculum development; substitute teaching; recruiting for study abroad programs. The equivalent, alternative assignment must be completed during the same term the cancelled course was scheduled.

c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit faculty member shall be assigned faculty-related work by the Dean’s office.

Section 22. 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.