

1 UNIVERSITY OF OREGON COUNTERPROPOSAL (10/17/2024)
2 UNITED ACADEMICS COUNTERPROPOSAL (8/26/2024)
3 UNIVERSITY OF OREGON COUNTERPROPOSAL (8/13/2024)
4 UNIVERSITY ACADEMICS COUNTERPROPOSAL (7/2/2024)
5 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)
6 UNITED ACADEMICS COUNTERPROPOSAL (5/16/2024)
7 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)
8 UNITED ACADEMICS COUNTERPROPOSAL (4/4/2024)
9 UNIVERSITY OF OREGON COUNTERPROPOSAL (2/29/2024)
10 UNITED ACADEMICS PROPOSAL (2/1/2024)

11 **Document Key**

12 UA new | ~~UA deletion~~ | UO new | ~~UO deletion~~ | Accepted | Deleted | Status Quo | Restored

13
14 **ARTICLE 16. NOTICES OF APPOINTMENT**

15
16 **Appointments**

17
18 **Section 1. Notification of Appointment.** The Office of the Provost shall provide a bargaining
19 unit faculty member to be appointed to a position subject to this Agreement with written
20 notification of the appointment as soon as practicable. ~~Notice by any other means is not valid~~
21 ~~notice and does not cause the formation of an agreement between the University and the~~
22 ~~bargaining unit faculty member. Oral promises regarding terms and conditions of employment~~
23 ~~and representations made in writing by persons other than the Office of the Provost are not~~
24 ~~binding upon the University. Written offers regarding terms and conditions of employment~~
25 ~~made by the Office of the Provost or designees, including Deans and Department Heads, are~~
26 ~~binding upon the University.~~ The notice of appointment, which may be provided electronically
27 such as by email or link to a website, shall include, but need not be limited to, the following:
28

- 29
- 30 a. Effective date of appointment;
 - 31
 - 32 b. Classification, category, and rank;
 - 33
 - 34 c. Department and title;
 - 35
 - 36 d. Duration of appointment, defined work periods (nine-month faculty, twelve-month, etc.)
37 and/or if appointment is contingent on funding;
 - 38
 - 39 e. Tenure status, including the nature of any restrictions on eligibility for tenure and any
40 credit for prior service; or
 - 41
 - 42 f. Career status, including the nature of any restrictions on eligibility for promotion and
43 any credit for prior service;
 - 44
 - 45 g. Salary;
 - 46

- 47 h. FTE;
- 48
- 49 i. Other requirements of employment.
- 50

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

- 55
- 56 ~~a. Relocation expenses, including offsets for tax obligations~~
- 57
- 58 ~~b. Salary~~
- 59
- 60 ~~c. Research funding~~
- 61
- 62 ~~d. Additional Academic Support Account funds~~
- 63
- 64 ~~e. Stipends related to endowed chairs~~
- 65
- 66 ~~f. Graduate Employee Support~~
- 67
- 68 ~~g. Office or lab space~~
- 69
- 70 ~~h. Office or lab equipment~~
- 71
- 72 ~~i. Partner hire~~
- 73
- 74 ~~j. Credit for prior service and research~~
- 75
- 76 ~~k. Course load/releases~~
- 77

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

- 81 i. With reasonable notice if required by their job duties as stated in their initial hiring
82 materials; or,
- 83 ii. By mutual agreement; or,
- 84 iii. With at least 12 months' notice of a change. Such changes may not be arbitrary or
85 capricious.
- 86

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

89

90 **Section 3.** The University will provide a bargaining unit member with written information
91 concerning duties, responsibilities, and institutional expectations. The University shall provide
92 such written information, which may be provided electronically such as by email or link to a

93 website, within a reasonable time of the notice of appointment or reappointment and whenever
94 significant changes occur. The written information shall include:

- 95
- 96 a. Professional responsibilities (see Article 17)
- 97
- 98 b. Link to relevant school, college, or department policies
- 99

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

- 105
- 106 a. Joint or multiple appointments for Career and Tenure-Track and Tenured bargaining
107 unit faculty members require a memorandum of understanding (MOU) to be completed
108 at the time of hire or additional appointment. MOUs are not valid unless approved in
109 writing by the bargaining unit faculty member, the hiring departments, and the Office
110 of the Provost.
 - 111
 - 112 i. Tenure-Track and Tenured MOUs must specify expectations for promotion and
113 tenure review and identify how reviews and the tenure and promotion process
114 will be handled among the units.
 - 115
 - 116 ii. Career MOUs must specify expectations for promotion review and identify how
117 reviews and the promotion process will be handled among the units.
 - 118
- 119 b. Career joint or multiple appointments where the second appointment or assignment is
120 shorter than one year and less than 0.3 FTE (annualized) may forgo the MOU process
121 and may be extended for one additional year without an MOU. Any subsequent joint or
122 multiple appointments within a six-year period require an MOU.
- 123
- 124 c. Limited Duration faculty may hold joint or multiple appointments.
- 125

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

128

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

132

133

134 **Tenure-Track and Tenured Appointments**

135

136 **Section 6.** The initial appointment in the Tenure-Track and Tenured classification will usually
137 be to the rank of assistant professor, without tenure, and for a period of three years unless the
138 University and the bargaining unit faculty member agree to a shorter duration. At the time of

139 hire, the University and the bargaining unit faculty member may agree upon credit toward
140 tenure for prior service, specific review timelines, and relevant review period windows or
141 materials. The timeline for tenure consideration for those granted credit will be six years less
142 any credit granted. Such agreement will be documented in the initial appointment. The
143 University and the bargaining unit faculty member may agree to reduce or forgo the credit for
144 prior service. Such agreement will be documented in a revised notice of appointment.

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

155
156

157 **Career Appointments**

158

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

164

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

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

172

173 This section only applies to annualized FTE assignments up to 1.0 during the regular academic
174 year. FTE considerations for Career positions designated as funding-contingent are in Section
175 18 below.

176

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

180

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

185 (Article 25), or through layoff (Article 16).

186

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

189

190 *[inserted list formatting for clarity]*

191

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

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

197 c. Career faculty members hired at a promoted rank who have not achieved eligibility for
198 the notice period under d. will have a notice period before being laid off of at least:

199 i. ~~90~~ 180-days before being laid off for any reasons other than performance.

200 ii. 30-days in their first year of employment or 90-days in their second or
201 subsequent year of employment if for performance reasons.

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

206

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

210

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

212

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

215

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

218

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

221 b. Inadequate resources within the unit or department to continue funding the bargaining
222 unit faculty member's position; or

223 c. Programmatic or pedagogical reasons, including but not limited to reasons under
224 Article 3, Section 1, and departmental adjustments necessary to accommodate graduate
225 students; or

226 d. Replacement of the laid off position(s) with a Tenure-related position.

227

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

230

231 It is acknowledged that in the layoff decisions pursuant to this Section, subsection (a), (c), and
232 (d) rely on the University’s exercise of academic judgment. Decisions made on the basis of
233 inadequate resources as described in (b) may or may not rely on academic judgment.
234

235 Layoff rationale for Career positions designated as funding-contingent are in Section 18 below.
236

237 **Section 13.** In situations where more than one Career faculty member could be laid off under
238 Section 12 to address financial, pedagogical or programmatic needs, or to replace a position with
239 Tenure-related position, layoffs should be based on the functions and skills required to perform
240 necessary work. If more than one Career faculty member has the functions and skills to perform
241 necessary work, layoffs shall follow earned seniority **at the institution, followed by consideration**
242 **of rank** (Pre-promotion first, then Senior I, then Senior II). The order of layoffs may also take
243 into consideration the equity goals of the university.
244

245 Grievances related to lay off decisions can be pursued exclusively through Article 23, Section
246 11.
247

248 **Section 14.** On or before July 1 of each year, the University will send a report to the Union
249 detailing the layoffs for the preceding year. The report will list the department and stated reason
250 the faculty member was laid off.
251

252 **Section 15.** Career faculty who are laid off under this Article will be provided with career
253 transition resources and information on subscribing to position announcements at the university.
254

255 **Limited Duration Appointments**

256
257
258 **Section 16. Limited Duration Appointments.** Appointment or reappointment duration for
259 bargaining unit faculty members in the Pro Tem, Visiting, Retired, Postdoctoral Scholar,
260 Postbaccalaureate Scholar, or Acting classifications is at the discretion of the University, in
261 compliance with the provisions of this Agreement. Their employment expires in accordance
262 with its terms and no notice is required.
263

264 **Section 17.** The duration of the appointment for a Postdoctoral or Postbaccalaureate Scholar
265 and the provisions for appointment, renewal, or nonrenewal will be specified at the time of
266 hire and included in the written notification of appointment.
267

268 ~~**Section 18.** Limited duration faculty whose employment will not be renewed will be~~
269 ~~provided with career transition resources and information on subscribing to position~~
270 ~~announcements at the university.~~
271

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

273
274 **Section 18.** Appointments in the Career and Limited Duration classifications shall be designated
275 as funding-contingent in their notice of appointment under Section 1.d. if they are fully or
276 partially:

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

284

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

290

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

297

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

302

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