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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, series, 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
- (f) Salary
- (g) Other requirements of employment

Section 2. 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 initial notice of appointment 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 3. Bargaining unit faculty members with the ~~classification~~ series and rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or assistant professor of practice, who have appointments that are not funding contingent, shall have at least one-year contracts during their first four academic or fiscal years of employment in rank.

Bargaining unit faculty members with the ~~classification~~ series and rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or assistant professor of practice, who have appointments that are not funding contingent, shall have at least two- year

1 contracts after their first four academic or fiscal years of employment in rank.
2

3 **Section 4.** Bargaining unit faculty members with the ~~classification~~ series and rank of senior
4 instructor I, senior lecturer I, senior research assistant I, senior research associate I,
5 associate clinical professor, ~~or~~ associate professor of practice, or research associate
6 professor, who have appointments that are not funding contingent, shall have at least three-
7 year contracts.
8

9 **Section 5.** Bargaining unit faculty members with the ~~academic~~ series and rank of senior
10 instructor II, senior lecturer II, senior research assistant II, senior research associate II,
11 ~~associate~~ clinical professor, ~~or associate~~ professor of practice, or research professor, who have
12 appointments that are not funding contingent, shall have at least three-year contracts.
13

14 **Section 6.** The status quo with respect to length of contracts for Librarians shall be
15 maintained subject to the provisions of Article 19, Section 7.
16

17 **Section 7.** Notwithstanding Sections 3-6 of this Article, the appointment or reappointment of
18 an NTTF bargaining unit member, in any ~~classification~~ series or rank, whose position is
19 funded by grants or other external funding sources, may be made contingent on the
20 availability or continuation of such funding.
21

22 **Section 8.** Appointment or reappointment duration for bargaining unit members in the
23 Adjunct, Visiting or Acting ~~Assistant Professor~~ classifications is in the discretion of the
24 University, in compliance with the provisions of this Agreement.
25

26 **Section 9.** Except as set forth in this Agreement, the University shall provide notice of
27 renewal or nonrenewal of an appointment that is not funding contingent to bargaining unit
28 members, other than those in the classifications of Adjunct or Acting Assistant Professor, no
29 later than May 1st of the last year of the member's current appointment. ~~The University~~
30 ~~will provide notice of renewal, nonrenewal, or termination for lack of funding, of a funding~~
31 ~~contingent appointment as soon as practicable.~~
32

33 The employment of a bargaining unit faculty member in the Adjunct or Visiting
34 classification expires in accordance with its terms and no notice is required.
35

36 **Section 10.** A Career NTTF who receives a notice of non-renewal shall be provided a
37 written statement documenting the reasons for non-renewal at the time of notice.
38

39 **Section 11.**
40

41 (a) If the University does not provide a bargaining unit faculty member with notice as set
42 forth in Section 9, he or she shall receive a payment proportional to his or her base
43 salary for the number of days the notice was late.
44

45 (b) A bargaining unit faculty member who does not receive notice as set forth in Section
46 9 and continues to work under the terms and conditions of the expiring appointment

1 after that appointment expires will be paid for all work performed.
2

- 3 (c) Notice for purposes of this Article will be provided by email to the bargaining unit
4 faculty member's official University of Oregon email address. In the absence of such an
5 email address, notice will be provided by regular, first-class mail to the last known
6 address on file with the university's Banner system.
7

8 **Section 12.** The duration of the appointment for a postdoctoral fellowship and the provisions
9 for appointment, renewal, or nonrenewal will be specified at the time of hire and included in
10 the written notification of appointment. Normally, individuals may serve in the role of
11 postdoctoral fellow for no more than three years. Research postdoctoral fellows may
12 petition the Provost and his/her designee for an extension of no more than two years.
13

14 **Section 13.** The University may make appointments in the Adjunct classification when such
15 appointments are advisable and in compliance with the terms of this Agreement. A position in
16 the Adjunct classification is not expected to last more than three years. However, adjunct
17 positions may extend beyond three years, or a position may be filled by adjuncts on an ongoing
18 basis, if appropriate for legitimate pedagogical or legitimate programmatic reasons.
19

20 **Section 14.** The University supports and encourages, where feasible and appropriate, the
21 creation of NTTF appointments at .50 FTE or above. The University may not appoint a Career
22 NTTF at an FTE level of below .50 FTE to preclude providing benefits. Aggregate
23 appointments across two or more departments that total .50 FTE or above will receive benefits.
24

25 **Section 15.** The initial appointment in the Tenure-Track and Tenured Professor classification
26 will usually be to the rank of assistant professor, without tenure, and for a period of three
27 years unless the University and the bargaining unit faculty member agree to a shorter duration.
28 At the time of hire, the University and the bargaining unit faculty member may agree upon
29 credit toward tenure for prior service. Such agreement will be documented in the initial
30 appointment. The University and the bargaining unit faculty member may agree to reduce or
31 forego the credit for prior service. Such agreement will be documented in a revised notice of
32 appointment.
33

34 **Section 16.** If an appointment of a full-time, tenure-track bargaining unit member is not to be
35 renewed for reasons other than for just cause (Article 24) or program elimination or reduction
36 (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual
37 appointment, by March 15 for those whose contracts expire on or about June 15, or at least
38 three months' notice given prior to expiration of the appointment, whichever is longer; during
39 the second year of service, by December 15 for those whose contracts expire on or about June
40 15, or at least six months given before expiration of the appointment, whichever is longer; in
41 the third and subsequent years of service, at least 12 months' notice that may be given at any
42 time.
43

44 **Section 17. Impact of enrollment on appointments.** The University will make a good faith
45 effort to ensure that the FTE specified in contracts issued to career NTTF instructional faculty

1 is not reduced for the duration of the contract period. Reduction of the FTE specified in a
2 career NTTF instructional faculty contract may be necessary if the faculty member's assigned
3 course load is reduced based on insufficient enrollment and is not otherwise substituted with
4 equivalent, alternative professional responsibilities.

5
6 In the event of course cancellation for insufficient enrollment:

- 7
- 8 (a) The University will work with the affected faculty member to determine if it is
9 possible to replace the course assignment with an equivalent course assignment
10 within the same contract period and academic year. The assignment of an equivalent
11 course pursuant to this Section shall not be considered an overload assignment.
 - 12 (b) If it is not possible to replace the course assignment within the same contract period
13 and academic year, the department may provide an equivalent, alternative
14 assignment consistent with the department's workload policy. The equivalent,
15 alternative assignment must be completed during the same term as the cancelled
16 course was scheduled.
 - 17 (c) If an equivalent, alternative course assignment is not possible and an equivalent,
18 alternative assignment is not assigned, the FTE will be adjusted to reflect the
19 reduction in workload. Notice of a reduced FTE shall be provided, in writing, to
20 bargaining unit faculty members no later than the third day of classes. Bargaining
21 unit faculty members shall be compensated at the original FTE from the beginning
22 of the term through the date of notice of a reduced FTE.

23
24 **Section 18.** There will be no contracts associated with Summer Session appointments.
25 Summer Session appointments will be communicated in writing in accordance with Article 18.