

Tentative Agreement (3/27/2025)

1 UNIVERSITY OF OREGON MEDIATION PROPOSAL PACKAGE (3/25/2025)

2 UNIVERSITY OF OREGON MEDIATION PACKAGE PROPOSAL (3/13/2025)

3 UNIVERSITY OF OREGON MEDIATION PACKAGE PROPOSAL (3/3/2025)

4 UNIVERSITY OF OREGON FINAL OFFER (2/25/2025)

5 UNITED ACADEMICS COUNTERPROPOSAL (10/31/2024)

6 UNIVERSITY OF OREGON COUNTERPROPOSAL (10/17/2024)

7 UNITED ACADEMICS COUNTERPROPOSAL (8/26/2024)

8 UNIVERSITY OF OREGON COUNTERPROPOSAL (8/13/2024)

9 UNIVERSITY ACADEMICS COUNTERPROPOSAL (7/2/2024)

10 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/23/2024)

11 UNITED ACADEMICS COUNTERPROPOSAL (5/16/2024)

12 UNIVERSITY OF OREGON COUNTERPROPOSAL (5/2/2024)

13 UNITED ACADEMICS COUNTERPROPOSAL (4/4/2024)

14 UNIVERSITY OF OREGON COUNTERPROPOSAL (2/29/2024)

15 UNITED ACADEMICS PROPOSAL (2/1/2024)

16
17 **Document Key**

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

19
20 **ARTICLE 16. NOTICES OF APPOINTMENT**

21
22 **Appointments**

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

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

Tentative Agreement (3/27/2025)

- 47 f. Career status, including the nature of any restrictions on eligibility for promotion and
- 48 any credit for prior service;
- 49
- 50 g. Salary;
- 51
- 52 h. FTE;
- 53
- 54 i. Other requirements of employment.
- 55

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

60

- 61 ~~a. Relocation expenses, including offsets for tax obligations~~

62

- 63 ~~b. Salary~~

64

- 65 ~~c. Research funding~~

66

- 67 ~~d. Additional Academic Support Account funds~~

68

- 69 ~~e. Stipends related to endowed chairs~~

70

- 71 ~~f. Graduate Employee Support~~

72

- 73 ~~g. Office or lab space~~

74

- 75 ~~h. Office or lab equipment~~

76

- 77 ~~i. Partner hire~~

78

- 79 ~~j. Credit for prior service and research~~

80

- 81 ~~k. Course load/releases~~

82

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

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

91

92 Bargaining unit faculty members shall receive relocation and/or travel expenses consistent with

Tentative Agreement (3/27/2025)

93 university policy.

94

95 **Section 3.** The University will provide a bargaining unit member with written information
96 concerning duties, responsibilities, and institutional expectations. The University shall provide
97 such written information, which may be provided electronically such as by email or link to a
98 website, within a reasonable time of the notice of appointment or reappointment and whenever
99 significant changes occur. The written information shall include:

100

101 a. Professional responsibilities (see Article 17)

102

103 b. Link to relevant school, college, or department policies

104

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

110

111 a. Joint or multiple appointments for Career and Tenure-Track and Tenured bargaining
112 unit faculty members require a memorandum of understanding (MOU) to be completed
113 at the time of hire or additional appointment. MOUs are not valid unless approved in
114 writing by the bargaining unit faculty member, the hiring departments, and the Office
115 of the Provost.

116

117 i. Tenure-Track and Tenured MOUs must specify expectations for promotion and
118 tenure review and identify how reviews and the tenure and promotion process
119 will be handled among the units.

120

121 ii. Career MOUs must specify expectations for promotion review and identify how
122 reviews and the promotion process will be handled among the units.

123

124 b. Career joint or multiple appointments where the second appointment or assignment is
125 shorter than one year and less than 0.3 FTE (annualized) may forgo the MOU process
126 and may be extended for one additional year without an MOU. Any subsequent joint or
127 multiple appointments within a six-year period require an MOU.

128

129 c. Limited Duration faculty may hold joint or multiple appointments.

130

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

133

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

137

138

139 **Tenure-Track and Tenured Appointments**

140

141 **Section 6.** The initial appointment in the Tenure-Track and Tenured classification will usually
142 be to the rank of assistant professor, without tenure, and for a period of three years unless the
143 University and the bargaining unit faculty member agree to a shorter duration. At the time of
144 hire, the University and the bargaining unit faculty member may agree upon credit toward
145 tenure for prior service, specific review timelines, and relevant review period windows or
146 materials. The timeline for tenure consideration for those granted credit will be six years less
147 any credit granted. Such agreement will be documented in the initial appointment. The
148 University and the bargaining unit faculty member may agree to reduce or forgo the credit for
149 prior service. Such agreement will be documented in a revised notice of appointment.

150

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

160

161

162 **Career Appointments**

163

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

169

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

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

177

178 This section only applies to annualized FTE assignments up to 1.0 during the regular academic
179 year. FTE considerations for Career positions designated as funding-contingent are in Section
180 18 below.

181

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

185
186 **Section 10. Career Faculty Expectation of Employment.** Bargaining unit faculty members
187 with an appointment in the Career classification (Career faculty) will be hired with the
188 expectation of continued employment, except where specified in Section 18. Their employment
189 may only be terminated for cause (Article 24), through a program reduction or elimination
190 (Article 25), or through layoff (Article 16).

191
192 **Section 11. Career Faculty Layoff Notification.** Career faculty members can be laid off from
193 their position at any time with appropriate notice.

194 *~~[inserted list formatting for clarity]~~*

195 ~~Text highlighted in yellow will be accepted contingent upon administration accepting our~~
196 ~~proposal in lines 290-294~~

- 199
- 200 a. Career faculty members who are in their first year of employment will have a notice
201 period of at least 30 days before being laid off.
 - 202 b. Career faculty members who are in their second and subsequent years of employment,
203 but have not achieved promotion, will have a notice period of at least 90 days before
204 being laid off.
 - 205 c. Career faculty members hired at a promoted rank who have not achieved eligibility for
206 the notice period under d. will have a notice period before being laid off of at least:
 - 207 i. ~~90~~ 180 days before being laid off for any reasons other than performance.
 - 208 ii. 30 days in their first year of employment or 90-days in their second or
209 subsequent year of employment if for performance reasons.
 - 210 d. Career faculty members ~~They~~ will have a notice period of at least 365 days before
211 being laid off once they have successfully completed a promotion in rank review or
212 successfully completed ~~(meets expectations in all areas)~~ a continuous employment
213 review at the University.

214
215 ~~Career faculty members who have achieved promotion will have a notice period of at least 365~~
216 ~~days before being laid off. Career faculty members who have been hired at higher ranks will be~~
217 ~~granted the notice period that corresponds to such rank.~~

218
219
220 Notice periods for Career positions designated as funding-contingent are in Section 18 below.

221
222 **Section 12. Career Faculty Layoff Rationale.** The University may lay off a Career faculty
223 member in their first year of employment for any reason.

224
225 The University may lay off a Career faculty member in their second and subsequent years of
226 employment for the following reasons:

- 227
- 228 a. Failure to meet the standards of excellence at a major research university, as determined
229 through the procedures developed in accordance with Article 19; or
 - 230 b. Inadequate resources within the unit or department to continue funding the bargaining

Tentative Agreement (3/27/2025)

- 231 unit faculty member's position; or
232 c. Programmatic or pedagogical reasons, including but not limited to reasons under
233 Article 3, Section 1, and departmental adjustments necessary to accommodate graduate
234 students; or
235 d. Replacement of the laid off position(s) with a Tenure-related position.

236
237 The University shall provide a written statement documenting the reason for the layoff at the
238 time of notice.

239
240 It is acknowledged that in the layoff decisions pursuant to this Section, subsection (a), (c), and
241 (d) rely on the University's exercise of academic judgment. Decisions made on the basis of
242 inadequate resources as described in (b) may or may not rely on academic judgment.

243
244 Layoff rationale for Career positions designated as funding-contingent are in Section 18 below.

245
246 **Section 13.** In situations where more than one Career faculty member could be laid off under
247 Section 12 to address financial, pedagogical or programmatic needs, or to replace a position with
248 Tenure-related position, layoffs should be based on the functions and skills required to perform
249 necessary work. If more than one Career faculty member has the functions and skills to perform
250 necessary work, layoffs shall follow earned seniority **at the institution, followed by consideration**
251 **of rank** (Pre-promotion first, then Senior I, then Senior II). The order of layoffs may also take
252 into consideration the equity goals of the university.

253
254 Grievances related to lay off decisions can be pursued exclusively through Article 23, Section
255 11.

256
257 **Section 14.** On or before July 1 of each year, the University will send a report to the Union
258 detailing the layoffs for the preceding year. The report will list the department and stated reason
259 the faculty member was laid off.

260
261 **Section 15.** Career faculty who are laid off under this Article will be provided with career
262 transition resources and information on subscribing to position announcements at the university.

263
264
265 **Limited Duration Appointments**

266
267 **Section 16. Limited Duration Appointments.** Appointment or reappointment duration for
268 bargaining unit faculty members in the Pro Tem, Visiting, Retired, Postdoctoral Scholar,
269 Postbaccalaureate Scholar, or Acting classifications is at the discretion of the University, in
270 compliance with the provisions of this Agreement. Their employment expires in accordance
271 with its terms and no notice is required.

272
273 **Section 17.** The duration of the appointment for a Postdoctoral or Postbaccalaureate Scholar
274 and the provisions for appointment, renewal, or nonrenewal will be specified at the time of
275 hire and included in the written notification of appointment.

276

277 ~~Section 18. Limited duration faculty whose employment will not be renewed will be~~
278 ~~provided with career transition resources and information on subscribing to position~~
279 ~~announcements at the university.~~

280
281 **Funding-Contingent Appointments (Career and Limited Duration)**

282
283 **Section 18.** Appointments in the Career and Limited Duration classifications shall be designated
284 as funding-contingent in their notice of appointment under Section 1.d. if they are fully or
285 partially:

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

293
294 Notwithstanding the terms set above, Career appointments designated as funding-contingent
295 have an expectation of continued employment for as long as funding for the position is known
296 to be available. A funding-contingent appointment can be terminated due to lack of funding,
297 changing programmatic needs, or poor performance by the bargaining unit faculty member
298 holding the appointment, subject to the notice requirements below.

299
300 Bargaining unit faculty members with funding-contingent appointments who have achieved
301 promotion shall receive at least ~~30~~ 45-60 days' notice before being laid off. Funding-contingent
302 ~~Career~~ faculty members who ~~are in their second or subsequent years of employment, but who~~
303 have not achieved promotion ~~will have a notice period of at least 15 days before being laid off.~~
304 ~~Funding-contingent faculty members who are in their first year of employment shall receive at~~
305 ~~least 15 days' are not subject to~~ notice before being laid off (although at least 30 days' notice is
306 encouraged).

307
308 Before terminating a funding-contingent appointment for a bargaining unit faculty member's
309 poor performance, the University must meet with the bargaining unit faculty member to discuss
310 the poor performance and provide the bargaining unit faculty member with written instructions
311 and a timeline to remedy the poor performance.

312
313 Changes in FTE for funding-contingent faculty are allowed by mutual agreement or change in
314 funding, programmatic need, or performance.