

1 UNITED ACADEMICS COUNTERPROPOSAL (4/4/2024)  
2 UNIVERSITY OF OREGON COUNTERPROPOSAL (2/29/2024)

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4 Document Key

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

6  
7 ARTICLE 16. NOTICES OF APPOINTMENT

8  
9 Appointments

10  
11 **Section 1. Notification of Appointment.** The Office of the Provost shall provide a bargaining  
12 unit faculty member to be appointed to a position subject to this Agreement with written  
13 notification of the appointment as soon as practicable. Notice by any other means is not valid  
14 notice and does not cause the formation of an agreement between the University and the  
15 bargaining unit faculty member. ~~Oral promises regarding terms and conditions of employment~~  
16 ~~and representations made in writing by persons other than the Office of the Provost are not~~  
17 ~~binding upon the University.~~ Written offers regarding terms and conditions of employment  
18 made by the Office of the Provost or designees, including Deans and Department Heads, are  
19 binding upon the University. The notice of appointment, which may be provided electronically  
20 such as by email or link to a website, shall include, but need not be limited to, the following:

- 21  
22 a. Effective date of appointment;  
23  
24 b. Classification, category, and rank;  
25  
26 c. Department and title;  
27  
28 d. Duration of appointment, defined work periods (nine-month faculty, twelve-month, etc.)  
29 and/or if appointment is contingent on funding;  
30  
31 e. Tenure status, including the nature of any restrictions on eligibility for tenure and any  
32 credit for prior service; or  
33  
34 f. Career status, including the nature of any restrictions on eligibility for promotion and  
35 any credit for prior service;  
36  
37 g. Salary;  
38  
39 h. FTE;  
40  
41 i. Other requirements of employment.

42  
43 **Section 2.** Since a potential bargaining unit faculty member who is offered a position at the  
44 university has the right to negotiate a starting package, Human Resources will maintain a  
45 website outlining the elements of a starting package that are traditionally negotiated by  
46 incoming hires, including but not limited to:

- 47
- 48 a. Relocation expenses, including offsets for tax obligations
- 49
- 50 b. Salary
- 51
- 52 c. Research funding
- 53
- 54 d. Additional Academic Support Account funds
- 55
- 56 e. Stipends related to endowed chairs
- 57
- 58 f. Graduate Employee Support
- 59
- 60 g. Office or lab space
- 61
- 62 h. Office or lab equipment
- 63
- 64 i. Partner hire
- 65
- 66 j. Credit for prior service and research
- 67
- 68 k. Course load/releases
- 69

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

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

78

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

81

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

- 87
- 88 a. Professional responsibilities (see Article 17)
- 89
- 90 b. Link to relevant school, college, or department policies
- 91

92 **Section 4. Joint and Multiple Appointments.** A joint appointment is one appointment with  
93 the same classification and rank that spans two or more units. A multiple appointment

94 describes when a bargaining unit faculty member has separate appointments in two or more  
95 units. Joint or multiple appointments may not exceed 1.0 FTE in total and are subject to the  
96 following:

- 97
- 98 a. Joint or multiple appointments for Career and Tenure-Track and Tenured bargaining  
99 unit faculty members require a memorandum of understanding (MOU) to be completed  
100 at the time of hire or additional appointment. MOUs are not valid unless approved in  
101 writing by the bargaining unit faculty member, the hiring departments, and the Office  
102 of the Provost.
- 103
- 104 i. Tenure-Track and Tenured MOUs must specify expectations for promotion and  
105 tenure review and identify how reviews and the tenure and promotion process  
106 will be handled among the units.
- 107
- 108 ii. Career MOUs must specify expectations for promotion review and identify how  
109 reviews and the promotion process will be handled among the units.
- 110
- 111 b. Career joint or multiple appointments where the second appointment or assignment is  
112 shorter than one year and less than 0.3 FTE (annualized) may forgo the MOU process  
113 and may be extended for one additional year without an MOU. Any subsequent joint or  
114 multiple appointments within a six-year period require an MOU.
- 115
- 116 c. Limited Duration faculty may hold joint or multiple appointments.
- 117

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

120

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

124

## 125

### 126 **Tenure-Track and Tenured Appointments**

127

128 **Section 6.** The initial appointment in the Tenure-Track and Tenured classification will usually  
129 be to the rank of assistant professor, without tenure, and for a period of three years unless the  
130 University and the bargaining unit faculty member agree to a shorter duration. At the time of  
131 hire, the University and the bargaining unit faculty member may agree upon credit toward  
132 tenure for prior service, specific review timelines, and relevant review period windows or  
133 materials. The timeline for tenure consideration for those granted credit will be six years less  
134 any credit granted. Such agreement will be documented in the initial appointment. The  
135 University and the bargaining unit faculty member may agree to reduce or forgo the credit for  
136 prior service. Such agreement will be documented in a revised notice of appointment.

137

138 **Section 7.** If an appointment of a full-time, tenure-track bargaining unit member is not to be  
139 renewed for reasons other than for just cause (Article 24) or program elimination or reduction

140 (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual  
141 appointment, by March 15 for those whose contracts expire on or about June 15, or at least three  
142 months' notice given prior to expiration of the appointment, whichever is longer; during the  
143 second year of service, by December 15 for those whose contracts expire on or about June 15, or  
144 at least six months' notice given before expiration of the appointment, whichever is longer; in the  
145 third and subsequent years of service, at least 12 months' notice, which may be given at any  
146 time.

147  
148

149 **Career Appointments**

150

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

156

157 Instructional career faculty members may agree to temporary changes in their base annualized  
158 FTE. If an instructional Career faculty member's actual FTE exceeds their base annualized FTE  
159 for at least three years over any five-year period, either:

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

164

165 This section only applies to annualized FTE assignments up to 1.0 during the regular academic  
166 year. FTE considerations for Career positions designated as funding-contingent are in Section  
167 18 below.

168

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

172

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

178

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

181

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

184

185 Career faculty members who are in their second and subsequent years of employment, but have

186 not achieved promotion, will have a notice period of at least 90 days before being laid off.  
187 ~~Career faculty members hired at a promoted rank will have a notice period of at least 90 days~~  
188 ~~before being laid off. They will have a notice period of at least 365 days before being laid off~~  
189 ~~once they have successfully completed a promotion in rank review or successfully completed a~~  
190 ~~continuous employment review at the University.~~

191  
192 Career faculty members who have achieved promotion will have a notice period of at least 365  
193 days before being laid off.

194  
195 Career faculty members who have been hired at higher ranks will be granted the notice period  
196 that corresponds to such rank.

197  
198 Notice periods for Career positions designated as funding-contingent are in Section 18 below.

199  
200 **Section 12. Career Faculty Layoff Rationale.** The University may lay off a Career faculty  
201 member in their first year of employment for any reason.

202  
203 The University may lay off a Career faculty member in their second and subsequent years of  
204 employment for the following reasons:

- 205  
206 a. Failure to meet the standards of excellence at a major research university, as determined  
207 through the procedures developed in accordance with Article 19; or  
208 b. Inadequate resources within the unit or department to continue funding the bargaining  
209 unit faculty member's position; or  
210 c. Programmatic or pedagogical reasons, including but not limited to reasons under  
211 Article 3, Section 1, and departmental adjustments necessary to accommodate graduate  
212 students; or  
213 d. Replacement of the laid off position(s) with a Tenure-related position.

214  
215 The University shall provide a written statement documenting the reason for the layoff at the  
216 time of notice.

217  
218 It is acknowledged that in the layoff decisions pursuant to this Section, subsection (a), (c), and  
219 (d) rely on the University's exercise of academic judgment. Decisions made on the basis of  
220 inadequate resources as described in (b) may or may not rely on academic judgment.

221  
222 Layoff rationale for Career positions designated as funding-contingent are in Section 18 below.

223  
224 **Section 13.** In situations where more than one Career faculty member could be laid off under  
225 Section 12 to address financial, pedagogical or programmatic needs, or to replace a position with  
226 Tenure-related position, layoffs should be based on the functions and skills required to perform  
227 necessary work. If more than one Career faculty member has the functions and skills to perform  
228 necessary work, layoffs shall follow earned seniority **at the institution, followed by consideration**  
229 **of rank** (Pre-promotion first, then Senior I, then Senior II). The order of layoffs may also take  
230 into consideration the equity goals of the university.

231  
232 Grievances related to lay off decisions can be pursued exclusively through Article 23, Section

233 11.

234

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

238

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

241

242

### 243 **Limited Duration Appointments**

244

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

250

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

254

255 **Section 18.** Limited duration faculty whose employment will not be renewed will be  
256 provided with career transition resources and information on subscribing to position  
257 announcements at the university.

258

### 259 **Funding-Contingent Appointments (Career and Limited Duration)**

260

261 **Section 19 18.** Appointments in the Career and Limited Duration classifications shall be  
262 designated as funding-contingent in their notice of appointment under Section 1.d. if they are  
263 fully or partially:

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

271

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

277

278 Bargaining unit faculty members with funding-contingent appointments who have achieved

279 promotion shall receive at least ~~30~~ 60 days' notice before being laid off. Funding-contingent  
280 faculty members who are in their second or subsequent years of employment, but who have not  
281 achieved promotion will have a notice period of at least 30 days before being laid off. Funding-  
282 contingent faculty members who are in their first year of employment are not subject to notice  
283 before being laid off (although at least 30 days' notice is encouraged).

284

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

289

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