

ARTICLE 16. NOTICES OF APPOINTMENT

Appointments

**Section 1. Notification of Appointment.** The Office of the Provost shall provide a bargaining unit faculty member to be appointed to a position subject to this Agreement with written notification of the appointment as soon as practicable. 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 Office of the Provost are not binding upon the University.~~ Written offers regarding terms and conditions of employment made by the Office of the Provost or designees, including Deans and Department Heads, are binding upon the University. The notice of appointment, 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, defined work periods (nine-month faculty, twelve-month, etc.) 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 2.** Since a potential bargaining unit faculty member who is offered a position at the university has the right to negotiate a starting package, Human Resources will maintain a website outlining the elements of a starting package that are traditionally negotiated by incoming hires, including but not limited to:

- a. Relocation expenses, including offsets for tax obligations
- b. Salary
- c. Research funding

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2 d. Additional Academic Support Account funds

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4 e. Stipends related to endowed chairs

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6 f. Graduate Employee Support

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8 g. Office or lab space

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10 h. Office or lab equipment

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12 i. Partner hire

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14 j. Credit for prior service and research

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16 k. Course load/releases

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18 **Section 2 3. Reporting Site.** Bargaining unit faculty members will be assigned a primary  
19 reporting site at the time of hire. Bargaining unit faculty members may be required to move,  
20 relocate, travel, or work at multiple reporting sites:

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

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

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30 **Section 3 4.** The University will provide a bargaining unit member with written information  
31 concerning duties, responsibilities, and institutional expectations. The University shall provide  
32 such written information, which may be provided electronically such as by email or link to a  
33 website, within a reasonable time of the notice of appointment or reappointment and whenever  
34 significant changes occur. The written information shall include:

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36 a. Professional responsibilities (see Article 17)  
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38 b. Link to relevant school, college, or department policies

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40 **Section 4 5. Joint and Multiple Appointments.** A joint appointment is one appointment  
41 with the same classification and rank that spans two or more units. A multiple appointment  
42 describes when a bargaining unit faculty member has separate appointments in two or more  
43 units. Joint or multiple appointments may not exceed 1.0 FTE in total and are subject to the  
44 following:

- 45  
46 a. Joint or multiple appointments for Career and Tenure-Track and Tenured bargaining

1 unit faculty members require a memorandum of understanding (MOU) to be completed  
2 at the time of hire or additional appointment. MOUs are not valid unless approved in  
3 writing by the bargaining unit faculty member, the hiring departments, and the Office  
4 of the Provost.

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- 6 i. Tenure-Track and Tenured MOUs must specify expectations for promotion and  
7 tenure review and identify how reviews and the tenure and promotion process  
8 will be handled among the units.
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  - 10 ii. Career MOUs must specify expectations for promotion review and identify how  
11 reviews and the promotion process will be handled among the units.
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  - 13 b. Career joint or multiple appointments where the second appointment or assignment is  
14 shorter than one year and less than 0.3 FTE (annualized) may forego the MOU process  
15 and may be extended for one additional year without an MOU. Any subsequent joint or  
16 multiple appointments within a six-year period require an MOU.
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  - 18 c. Limited Duration faculty may hold joint or multiple appointments.
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20 Aggregate appointments across two or more departments that total 0.50 FTE or above will  
21 receive benefits.

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23 **Section 5 6. Summer Session.** There will not be notices of appointment associated with  
24 Summer Session instructional appointments. The provisions of Summer Session  
25 appointments will be communicated in writing or email in accordance with Article 18.

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

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30 **Section 6 7.** The initial appointment in the Tenure-Track and Tenured classification will  
31 usually be to the rank of assistant professor, without tenure, and for a period of three years  
32 unless the University and the bargaining unit faculty member agree to a shorter duration. At  
33 the time of hire, the University and the bargaining unit faculty member may agree upon credit  
34 toward tenure for prior service, specific review timelines, and relevant review period windows  
35 or materials. The timeline for tenure consideration for those granted credit will be six years  
36 less any credit granted. Such agreement will be documented in the initial appointment. The  
37 University and the bargaining unit faculty member may agree to reduce or forego the credit for  
38 prior service. Such agreement will be documented in a revised notice of appointment.

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40 **Section 7 8.** If an appointment of a full-time, tenure-track bargaining unit member is not to be  
41 renewed for reasons other than for just cause (Article 24) or program elimination or reduction  
42 (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual  
43 appointment, by March 15 for those whose contracts expire on or about June 15, or at least three  
44 months' notice given prior to expiration of the appointment, whichever is longer; during the  
45 second year of service, by December 15 for those whose contracts expire on or about June 15, or  
46 at least six months' notice given before expiration of the appointment, whichever is longer; in the

1 third and subsequent years of service, at least 12 months' notice, which may be given at any time.

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4 **Career Appointments**

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6 **Section 8 9. Career Faculty FTE.** Career faculty will be assigned a base FTE at the time of  
7 hire. Permanent changes to that FTE for instructional Career faculty (including librarians) are  
8 only allowed by mutual written agreement between the bargaining unit faculty member and the  
9 Office of the Provost or Dean. Changes in base FTE for research Career faculty are allowed by  
10 mutual agreement or with 30 days' notice for any reason.

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

- 15 a. the instructional Career faculty member's base annualized FTE will be permanently  
16 increased to a mutually agreeable amount no less than the average of their FTE over the  
17 previous five years, or  
18 b. the instructional Career faculty member's FTE cannot be temporarily increased again.

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20 This section only applies to annualized FTE assignments up to 1.0 during the regular academic  
21 year. FTE considerations for Career positions designated as funding-contingent are in Section  
22 18 below.

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24 **Section 9 10.** The University supports and encourages, where feasible and appropriate, the  
25 creation of Career faculty appointments at 0.50 FTE or above. The University may not make  
26 Career faculty appointments at an FTE level of below 0.50 FTE to preclude providing benefits.

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28 **Section 10 11. Career Faculty Expectation of Employment.** Bargaining unit faculty  
29 members with an appointment in the Career classification (Career faculty) will be hired with  
30 the expectation of continued employment, except where specified in Section 18. Their  
31 employment may only be terminated for cause (Article 24), through a program reduction or  
32 elimination (Article 25), or through layoff (Article 16).

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34 **Section 11 12. Career Faculty Layoff Notification.** Career faculty members can be laid off  
35 from their position at any time with appropriate notice.

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

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

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

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46 Career faculty members who have been hired at higher ranks will be granted the notice period

1 that corresponds to such rank.

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

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5 **Section 12-13. Career Faculty Layoff Rationale.** The University may lay off a Career faculty  
6 member in their first year of employment for any reason.

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

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

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

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

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

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29 **Section 13 14.** In situations where more than one Career faculty member could be laid off under  
30 Section 12 to address financial, pedagogical or programmatic needs, or to replace a position with  
31 Tenure-related position, layoffs should be based on the functions and skills required to perform  
32 necessary work. If more than one Career faculty member has the functions and skills to perform  
33 necessary work, layoffs shall follow earned seniority (Pre-promotion first, then Senior I, then  
34 Senior II). The order of layoffs may also take into consideration the equity goals of the  
35 university.

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37 Grievances related to lay off decisions can be pursued exclusively through Article 23, Section  
38 11.

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40 **Section 14 15.** On or before July 1 of each year, the University will send a report to the Union  
41 detailing the layoffs for the preceding year. The report will list the department and stated reason  
42 the faculty member was laid off.

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44 **Section 15 16.** Career faculty who are laid off under this Article will be provided with career  
45 transition resources and information on subscribing to position announcements at the university.

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**Limited Duration Appointments**

**Section 16 17. Limited Duration Appointments.** Appointment or reappointment duration for bargaining unit faculty members in the Pro Tem, Visiting, Retired, Postdoctoral Scholar, Postbaccalaureate Scholar, or Acting classifications is at the discretion of the University, in compliance with the provisions of this Agreement. Their employment expires in accordance with its terms and no notice is required.

**Section 17 18.** The duration of the appointment for a Postdoctoral or Postbaccalaureate 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 19.** Limited duration faculty whose employment will not be renewed will be provided with career transition resources and information on subscribing to position announcements at the university.

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

**Section 18 20.** Appointments in the Career and Limited Duration classifications shall be designated as funding-contingent in their notice of appointment under Section 1.d. if they are fully or partially:

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

Notwithstanding the terms set above, Career appointments designated as funding-contingent have an expectation of continued employment for as long as funding for the position is known to be available. 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 below.

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

Before terminating a funding-contingent appointment for a bargaining unit faculty member's

UNITED ACADEMICS PROPOSAL

1 poor performance, the University must meet with the bargaining unit faculty member to discuss  
2 the poor performance and provide the bargaining unit faculty member with written instructions  
3 and a timeline to remedy the poor performance.

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

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