

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

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

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8 Rationale for funding-contingent Career faculty layoff are in Section 10 below.

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10 **Section 4.** In situations where more than one Career faculty member could be laid off to address
11 financial, pedagogical or programmatic needs, or to replace a position with Tenure-related
12 position, layoffs should be based on the functions and skills required to perform necessary work.
13 If more than one faculty member has the functions and skills to perform necessary work, layoffs
14 shall follow earned seniority (Pre-promotion first, then Senior I, then Senior II). The order of
15 layoffs may also take into consideration the equity goals of the university.
16 Grievances related to lay off decisions can be pursued exclusively through Article 23, Section
17 11.

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19 **Section 5.** On or before July 1 of each year, the University will send a report to the Union
20 detailing the layoffs for the preceding year. The report will list the department and stated reason
21 the faculty member was laid off.

22 23 **Appointments**

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26 **Section 6.** The Office of the Provost shall provide a bargaining unit faculty member to be
27 appointed to a position subject to this Agreement with written notification of the appointment
28 as soon as practicable. Notice by any other means is not valid notice and does not cause the
29 formation of an agreement between the University and the bargaining unit faculty member.
30 Oral promises regarding terms and conditions of employment and representations made in
31 writing by persons other than the Office of the Provost are not binding upon the University.
32 The notice of appointment, which may be provided electronically such as by email or link to a
33 website, shall include, but need not be limited to, the following:

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

- 1 f. Career status, including the nature of any restrictions on eligibility for promotion and
2 any credit for prior service;
- 3
- 4 g. Salary;
- 5
- 6 h. FTE;
- 7
- 8 i. Other requirements of employment.
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10 **Section 7.** Career faculty will be assigned a base FTE at the time of hire. Permanent changes
11 to that FTE for instructional Career faculty are only allowed by mutual written agreement
12 between the bargaining unit faculty member and the Office of the Provost or Dean.

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

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

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22 This section only applies to annualized FTE assignments up to 1.0 during the regular
23 academic year.

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25 **Section 8.** The University will provide a bargaining unit member with written information
26 concerning duties, responsibilities and institutional expectations. The University shall provide
27 such written information, which may be provided electronically such as by email or link to a
28 website, within a reasonable time of the notice of appointment or reappointment and whenever
29 significant changes occur. The written information shall include:

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- 31 a. Professional responsibilities (see Article 17)
- 32
- 33 b. Link to relevant school, college, or department policies
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35 **Section 9. Funding-Contingent Appointments.** Notwithstanding the terms set above,
36 funding contingent appointments are ongoing for as long as funding for the position is known
37 to be available. A funding-contingent appointment can be terminated due to lack of funding,
38 changing programmatic needs, or poor performance by the bargaining unit faculty member
39 holding the appointment, subject to the notice requirements of Section 2 of this article.

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41 Before terminating a funding-contingent appointment for a bargaining unit faculty member's
42 poor performance, the University must meet with the bargaining unit faculty member to
43 discuss the poor performance and provide the bargaining unit faculty member with written
44 instructions and a timeline to remedy the poor performance.

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46 Changes in FTE for funding contingent Career faculty are allowed by mutual agreement or

1 change in funding, programmatic need, or performance.

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3 **Section 10.** Appointment or reappointment duration for bargaining unit members in the Pro
4 Tem, Visiting, Postdoctoral Scholar, or Acting classifications is at the discretion of the
5 University, in compliance with the provisions of this Agreement.

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7 **Section 11.** The duration of the appointment for a Postdoctoral Scholar and the provisions for
8 appointment, renewal, or nonrenewal will be specified at the time of hire and included in the
9 written notification of appointment.

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11 **Section 12.** The University supports and encourages, where feasible and appropriate, the
12 creation of NTTF appointments at 0.50 FTE or above. The University may not appoint a
13 Career NTTF at an FTE level of below 0.50 FTE to preclude providing benefits. Aggregate
14 appointments across two or more departments that total 0.50 FTE or above will receive
15 benefits.

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17 **Section 13. Tenure-Track and Tenured.** The initial appointment in the Tenure-Track and
18 Tenured classification will usually be to the rank of assistant professor, without tenure, and
19 for a period of three years unless the University and the bargaining unit faculty member agree
20 to a shorter duration. At the time of hire, the University and the bargaining unit faculty
21 member may agree upon credit toward tenure for prior service. Such agreement will be
22 documented in the initial appointment. The University and the bargaining unit faculty member
23 may agree to reduce or forego the credit for prior service. Such agreement will be
24 documented in a revised notice of appointment.

25
26 **Section 14.** If an appointment of a full-time, tenure-track bargaining unit member is not to be
27 renewed for reasons other than for just cause (Article 24) or program elimination or reduction
28 (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual
29 appointment, by March 15 for those whose contracts expire on or about June 15, or at least
30 three months' notice given prior to expiration of the appointment, whichever is longer; during
31 the second year of service, by December 15 for those whose contracts expire on or about June
32 15, or at least six months' notice given before expiration of the appointment, whichever is
33 longer; in the third and subsequent years of service, at least 12 months' notice, which may be
34 given at any time.

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36 **Section 15. Impact of enrollment on Career NTTF appointments.** In the event of course
37 cancellation for insufficient enrollment:

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- 39 a. The University will work with the affected faculty member to determine if it is possible
40 to replace the course assignment with an equivalent course assignment within the same
41 appointment period and academic year. The assignment of an equivalent course
42 pursuant to the Section shall not be considered an overload assignment.
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 - 44 b. If it is not possible to replace the course assignment within the same appointment period
45 and academic year, the department may provide an equivalent, alternative assignment
46 consistent with the department's workload policy. Examples of such work include but

1 are not limited to the following: advising; determining course equivalencies for transfer
2 credit; assessment projects; curriculum development; substitute teaching; recruiting for
3 study abroad programs. The equivalent, alternative assignment must be completed
4 during the same term the cancelled course was scheduled.

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6 c. If assignments cannot be made under (a) and (b) of this section, the bargaining unit
7 faculty member shall be assigned faculty-related work by the Dean's office.
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9 **Section 16.** There will not be notices of appointment associated with Summer Session
10 instructional appointments. The provisions of Summer Session appointments will be
11 communicated in writing or email in accordance with Article 18.
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