

ARTICLE 16. NOTICES OF APPOINTMENT

Section 1. Notice of Renewal or Nonrenewal.

- (a) The University shall provide notice of renewal or nonrenewal of a Career NTTF appointment that is not funding contingent via email no later than May 1st of the last year of the faculty member's current appointment.

Notice of renewal will state the following:

- i. Duration of upcoming appointment; and
- ii. If the upcoming appointment is contingent on funding; and
- iii. Expected FTE

- (b) The University shall provide notice of renewal or nonrenewal of a Career NTTF appointment that is funding contingent via email as soon as practicable.

Notice of renewal will state the following:

- i. Duration of upcoming appointment; and
- ii. If the upcoming appointment is contingent on funding; and
- iii. Expected FTE

- (c) A bargaining unit faculty member with a Career NTTF appointment that is funding contingent and who has achieved promotion shall receive at least 30 days of notice prior to the nonrenewal of his or her appointment.

- (d) The employment of a bargaining unit faculty member in the Pro Tem, Visiting, Postdoctoral Scholar or Acting classifications expires in accordance with its terms and no notice is required.

Section 2. Nonrenewal of Career Non-Tenure-Track Faculty Rationale. The University may decline to renew the appointment of a Career NTTF bargaining unit faculty member who has achieved promotion for the following reasons:

- (a) Failure to meet the standards of excellence at a major research university, as determined through the procedures developed in accordance with Article 19; or
- (b) Inadequate resources within the unit or department to continue funding the bargaining unit faculty member's position; or
- (c) Pedagogical or programmatic reasons, including but not limited to, departmental adjustments necessary to accommodate graduate students; or
- (d) Replacement of the NTTF position(s) with a Tenure-related position.

Career NTTF bargaining unit faculty members who have not yet been promoted may be non-renewed, at the discretion of the University, pursuant to the timelines provided for in Section 1.

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

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

Section 3. Grievances related to non-renewal decisions can be initiated at the Step 3 level.

Section 4. On or before July 1 of each year, the University will send a report to the Union detailing the non-renewal decisions for that year. The report will list the department and stated reason the faculty member was non-renewed.

Section 5. Lack of Renewal Notice

- (a) If the University does not provide a bargaining unit faculty member with notice as set forth in Section 1, he or she shall receive a payment proportional to his or her base salary for the number of days the notice was late.
- (b) A bargaining unit faculty member who does not receive notice as set forth in Section 1 and continues to work under the terms and conditions of the expiring appointment after that appointment expires will be paid for all work performed.

Appointments and Reappointments

Section 6. 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, category, 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 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 7. Notice of Appointment Timelines for New Faculty

Notices of appointment for new bargaining unit faculty members shall be provided as soon as practicable.

Section 8. Notice of Reappointment Timelines for Continuing Faculty

- (a) The University shall provide notice of reappointment to returning Career NTTF who are not funding contingent no later than 30 days prior to the start date of their appointment.
- (b) The University shall provide notice of reappointment to returning Career NTTF who are funding contingent no later than 30 days prior to the start date of their appointment, when feasible.

Section 9. 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 notice of appointment or reappointment 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 10. One-Year Appointments

Bargaining unit faculty members who have appointments with the Career classification and rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or research assistant professor shall have at least one-year appointments during their first four academic or fiscal years of employment in rank.

Section 11. Two-Year Appointments

Bargaining unit faculty members who have appointments with the Career classification and rank of instructor, lecturer, research assistant, research associate, assistant clinical professor, or research assistant professor shall have at least two-year appointments after their first four academic or fiscal years of employment in rank.

Section 12. Three-Year Appointments

Bargaining unit faculty members who have appointments with the Career classification and rank of senior instructor I, senior instructor II, senior lecturer I, senior lecturer II, senior

research assistant I, senior research assistant II, senior research associate I, senior research associate II, associate clinical professor, clinical professor, research associate professor, research professor or professor of practice shall have at least three-year appointments.

Section 13. The status quo with respect to length of contracts for Librarians shall be maintained subject to the provisions of Article 19, Section 7.

Section 14. Length of Funding Contingent Appointments. Notwithstanding Sections 8-11 of this Article, an appointment cannot be issued for longer than funding is known to be available. Further, regardless of appointment length and in contrast to appointments that are not funding contingent, 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 of Section 1 of this article.

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

Section 15. Appointment or reappointment duration for bargaining unit members in the Pro Tem, Visiting, Postdoctoral Scholar, or Acting classifications is at the discretion of the University, in compliance with the provisions of this Agreement.

Section 16. The duration of the appointment for a Postdoctoral 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 17. The University may make appointments in the Pro Tem classification when such appointments are advisable and in compliance with the terms of this Agreement. A position in the Pro Tem classification is not expected to last more than three years. Pro Tem positions may extend beyond three years, or a position may be filled by Pro Tem faculty on an ongoing basis, if appropriate, for legitimate pedagogical or legitimate programmatic reasons. Permission to continue a position in the Pro Tem classification for longer than three years must be granted by the Provost or designee in writing, as per Article 15, Section 7.

Section 18. The University supports and encourages, where feasible and appropriate, the creation of NTTF appointments at .50 FTE or above. The University may not appoint a Career NTTF at an FTE level of below .50 FTE to preclude providing benefits. Aggregate appointments across two or more departments that total .50 FTE or above will receive benefits.

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

credit for prior service. Such agreement will be documented in a revised notice of appointment.

Section 20. If an appointment of a full-time, tenure-track bargaining unit member is not to be renewed for reasons other than for just cause (Article 24) or program elimination or reduction (Article 25), notice of nonrenewal shall be given in writing as follows: during the first annual appointment, by March 15 for those whose contracts expire on or about June 15, or at least three months' notice given prior to expiration of the appointment, whichever is longer; during the second year of service, by December 15 for those whose contracts expire on or about June 15, or at least six months' notice given before expiration of the appointment, whichever is longer; in the third and subsequent years of service, at least 12 months' notice, which may be given at any time.

Section 21. Impact of enrollment on appointments. In the event of course cancellation for insufficient enrollment:

- (a) The University will work with the affected faculty member to determine if it is possible to replace the course assignment with an equivalent course assignment within the same appointment period and academic year. The assignment of an equivalent course pursuant to the Section shall not be considered an overload assignment.
- (b) If it is not possible to replace the course assignment within the same appointment period and academic year, the department may provide an equivalent, alternative assignment consistent with the department's workload policy. Examples of such work include but are not limited to the following: advising; determining course equivalencies for transfer credit; assessment projects; curriculum development; substitute teaching; recruiting for study abroad programs. The equivalent, alternative assignment must be completed during the same term the cancelled course was scheduled.
- (c) If assignments cannot be made under (a) and (b) of this section, the bargaining unit faculty member shall be assigned faculty-related work by the Dean's office.

Section 22. There will not be notices of appointment associated with Summer Session instructional appointments. The provisions of Summer Session appointments will be communicated in writing or email in accordance with Article 18.