

1 UNITED ACADEMICS PROPOSAL

2  
3 APPOINTMENT AND REAPPOINTMENT

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5 **Section 1.** The Employer will provide each bargaining unit member with a written notice of  
6 appointment at time of hire and at each contract renewal.

7 **Section 2.** The notice of appointment shall include, but not be limited to, the following:

- 8 a. Effective date of appointment  
9 b. Duration of appointment  
10 c. 9- or 12- month appointment basis  
11 d. Rank and classification  
12 e. Salary  
13 f. FTE  
14 g. Statement that the position is subject to a collective bargaining agreement between  
15 Oregon State University and United Academics with electronic information on accessing  
16 the Agreement.

17 **Section 3. Joint Appointments.** A joint appointment is one appointment or separate  
18 appointments that span two or more units, schools, and/or colleges. At the time of hire or  
19 appointment, a memorandum ~~will be completed~~ identifying how the promotion process will be  
20 handled ~~will be provided to the bargaining unit member~~.

21 **Section 4. Tenure-Track and Tenured Faculty.** These appointments confirm institutional  
22 commitment for employment in the bargaining unit member's assigned academic unit(s).

23 Tenure-track bargaining unit members ~~who are making satisfactory progress toward tenure~~ have  
24 an expectation of annual appointment until their tenure review is completed. An unsuccessful  
25 tenure review will result in a terminal appointment of one academic year.

26 Tenure is continued indefinitely, except in the case of resignation, retirement, tenure  
27 relinquishment, termination for cause, financial exigency, or program reductions or terminations.

28 **Section 5. Fixed-Term Appointments Without Promotion.** ~~Based upon the needs of the~~  
29 ~~university, n~~ Newly-hired bargaining unit members may be assigned a term-by-term appointment  
30 ~~in instances where the academic unit does not intend to employ a the bargaining unit member~~  
31 ~~for three consecutive terms in an academic year. †~~The employing unit will inform the bargaining  
32 unit member of their work assignment by providing the start and end dates within the notice of  
33 appointment. Bargaining unit members employed in this capacity should not have an expectation  
34 of further employment and will not receive a non-renewal notice.

35 Bargaining unit members on fixed-term appointments who have not achieved promotion, ~~hold a~~  
36 ~~0.50 FTE appointment or above, and are but have been~~ reappointed for three consecutive terms  
37 ~~each current academic year~~ will receive, at a minimum, a renewal or non-renewal notice at least  
38 one month prior to the ~~expiration beginning~~ of their next appointment. ~~The parties agree that it is~~  
39 ~~in the best interests of the university and the bargaining unit member that notice of renewal or~~  
40 ~~non-renewal is provided as early as possible. However, both parties also recognize that there are~~  
41 ~~conditions in which early notice is hard to provide, because of uncertainty around enrollments,~~

1 ~~course offerings, existing staffing, or budget.~~ Decisions to non-renew fixed-term bargaining unit  
2 members who have not achieved promotion are at the discretion of the Employer.

3 **Section 6. Fixed-Term Appointments with Promotion.** Bargaining unit members on fixed-  
4 term appointments who have achieved promotion will **receive extended fixed-term appointments**  
5 **of at least two years.** ~~These bargaining unit members will~~ receive, at a minimum, a renewal or  
6 non-renewal notice **at least thirteen** ~~four~~ months prior to the **expiration** ~~beginning~~ of their ~~next~~  
7 appointment. **A renewal notice will provide an appointment of at least the duration of the prior**  
8 **appointment.** ~~The parties agree that it is in the best interests of the university and the bargaining~~  
9 ~~unit member that notice of renewal or non-renewal is provided as early as possible. However,~~  
10 ~~both parties also recognize that there are conditions in which early notice is hard to provide,~~  
11 ~~because of uncertainty around enrollments, course offerings, existing staffing, or budget.~~  
12 ~~Decisions to non-renew fixed-term bargaining unit members are made at the discretion of the~~  
13 ~~Employer.~~

14 **Bargaining unit members on fixed-term appointments who have achieved promotion may only**  
15 **be non-renewed for the following reasons:**

- 16 a. Two consecutive unsuccessful annual reviews; or
- 17 b. Lack of resources to continue funding the faculty member's position; or
- 18 c. Curricular or programmatic reasons.

19 **Adjustments to the duration of extended fixed-term appointments may be made by mutual**  
20 **agreement or when the bargaining unit member is demonstrably unavailable to fulfil the full term**  
21 **of the extended appointment.**

22 **Section 7.** The Employer supports and encourages the creation of bargaining unit appointments  
23 at 0.50 FTE or above. The Employer may not appoint a bargaining unit member to an FTE below  
24 0.50 FTE to preclude providing benefits.

25 **Section 8.** Bargaining unit members who have achieved promotion may not have their  
26 appointment FTE reduced without mutual agreement. In the event of course cancellation for  
27 insufficient enrollment, the Employer will work with the affected bargaining unit member to  
28 develop an appropriate alternative work assignment.