

1 UNITED ACADEMICS PROPOSAL

2
3 NOTICE OF APPOINTMENT

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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. Bargaining unit members have the right
7 to a meeting with their supervisor and academic unit head to discuss the provisions of their
8 notice of appointment before they sign it.
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10 **Section 2.** The notice of appointment shall include, but not be limited to, the following:

- 11 a. Effective date of appointment
- 12 b. Duration of appointment
- 13 c. 9- or 12- month appointment basis
- 14 d. Title/Rank and classification
- 15 e. Salary
- 16 f. FTE
- 17 g. Statement that the position is subject to a collective bargaining agreement between the
18 Board of Trustees of Oregon State University and United Academics with electronic
19 information on accessing the Agreement.
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21 **Section 3. Joint/Multiple Appointments.** A joint appointment is one appointment or separate
22 multiple appointments that spans two or more units, schools, and/or colleges. At the time of
23 hire or appointment, a memorandum will be completed identifying how the promotion process
24 will be handled. The memorandum is not valid unless approved in writing by the bargaining
25 unit member and the supervisors or academic unit heads.
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27 **Section 5 4. Tenure-Track and Tenured Faculty.** These appointments confirm institutional
28 commitment for employment in the bargaining unit member's assigned academic unit(s).
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30 Tenure track bargaining unit members on annual tenure appointments with fully satisfactory
31 performance have an expectation of appointment until their tenure review. An unsuccessful
32 tenure review will result in a terminal appointment of one academic year.
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34 Tenure is continued indefinitely, except in the case of resignation, retirement, tenure
35 relinquishment, termination for cause, financial exigency, or program reductions or terminations.
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37 ~~Section 6. Term-by-Term Instructors.~~ **Section 7 5. Fixed-Term Appointments Without**
38 **Promotion.** In cases where there is an emergent need, newly-hired bargaining unit members on
39 may be assigned a term-by-term appointments. Bargaining unit members on fixed-term
40 appointments who have not achieved promotion, but have been employed by the university for
41 one academic year or more, will not be employed term-by-term. These bargaining unit members
42 will and hold a 0.50 FTE appointment or above receive a renewal or non-renewal notice at least
43 one month prior to the beginning of the next expiration of their contract period. Decisions to
44 non-renew fixed-term bargaining unit members who have not achieved promotion are at the
45 discretion of the Administration Employer.
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1 **Section 8 6. Fixed-Term Appointments with Promotion.** Faculty members on fixed-term
2 appointments who have achieved promotion and hold a 0.50 FTE appointment or above will
3 receive extended fixed-term appointments of at least two years. These bargaining unit members
4 will receive a renewal or non-renewal notice at least four thirteen months prior to the beginning
5 of the next expiration of their contract period. A renewal notice will provide an appointment of at
6 least the duration of the prior appointment. ~~Decisions to non-renew fixed-term bargaining unit~~
7 ~~members are made at the discretion of the Employer.~~

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

- 11 a. Two consecutive unsuccessful annual reviews; or
- 12 b. Lack of resources to continue funding the bargaining unit member's position; or
- 13 c. Curricular or programmatic reasons.

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15 **Section 7. Non-renewal Review.** For bargaining unit members on fixed-term appointments who
16 have achieved promotion, non-renewal notices must be approved by the Provost. The non-
17 renewal notice shall include a written statement documenting the reason for non-renewal.

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19 Bargaining unit members on fixed-term appointments who have achieved promotion may appeal
20 a non-renewal notice. Within ten days of receiving the notice, the bargaining unit member will
21 notify the Provost of their intent to appeal the non-renewal notice.

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23 The bargaining unit member may appeal on the following grounds:

- 24 a. One or more of their annual reviews was inaccurate; or
- 25 b. There are resources to continue the position; or
- 26 c. There is ongoing curricular or programmatic need for the position.

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28 The Provost will forward the non-renewal notice and the bargaining unit member's appeal letter
29 to a committee appointed and authorized by the Faculty Senate for review. Within twenty-one
30 days of receiving the non-renewal appeal documents, the Faculty Senate committee will make a
31 recommendation to the Provost to uphold or overturn the non-renewal decision.

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33 **Section 8.** The Employer supports and encourages the creation of bargaining unit appointments
34 at 0.50 FTE or above. The Employer may not appoint a bargaining unit member to an FTE below
35 0.50 to preclude providing benefits.

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37 **Section 9.** Bargaining unit members who have achieved promotion may not have their
38 appointment FTE reduced without mutual agreement.

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40 In the event of course cancellation for insufficient enrollment:

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42 a. The Employer will work with the affected bargaining unit member to determine if it is
43 possible to replace the course assignment with an equivalent course assignment within
44 the same appointment period and academic year.
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46 b. If it is not possible to replace the course assignment within the same appointment period

1 and academic year, the academic unit may provide an equivalent, alternative
2 assignment. Examples of such work include, but are not limited to, the following:
3 i. advising;
4 ii. determining course equivalencies for transfer credit;
5 iii. assessment projects;
6 iv. curriculum development;
7 v. substitute teaching; and
8 vi. recruiting for study abroad programs.
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10 The equivalent, alternative assignment must be completed during the same term the
11 cancelled course was scheduled.