

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

UNITED ACADEMICS PROPOSAL

~~Appointment, Reappointment, Review, and Promotion~~ **APPOINTMENT & REAPPOINTMENT**

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

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

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

Section 3. Joint Appointments. A joint appointment is one appointment or separate appointments that span two or more units, schools, and/or colleges. At the time of the initial hire or appointment, a memorandum identifying how the promotion **and/or tenure** processes will be handled will be provided to the bargaining unit member. **Upon request to their supervisors, bargaining unit members whose appointments become joint appointments after the date of initial hire shall be provided with a memorandum identifying how the promotion and/or tenure processes will be handled.**

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

Untenured bargaining unit members on the tenure track hold annual appointments during the probationary period. These appointments are typically renewed prior to the tenure review. An unsuccessful tenure review will result in a terminal appointment of one academic year.

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

Section 5. Fixed-Term Appointments Without Promotion. Bargaining unit members may be assigned a term-by-term appointment in instances where the academic unit does not intend to employ the bargaining unit member for three consecutive terms in an academic year. The employing unit will inform the bargaining unit member of their work assignment by providing the start and end dates within the notice of appointment. Bargaining unit members employed in this capacity should not have an expectation of further employment and will not receive a non-renewal notice.

Bargaining unit members on fixed-term appointments ~~whose appointments are not paid from gifts, grants, or contracts;~~ who have not achieved promotion; and are reappointed for three

1 consecutive terms ~~each current academic year~~ (excluding summer **for 9-month appointments but**
2 **including summer for 12-month appointments**) will receive, at a minimum, a renewal or non-
3 renewal notice one month prior to the expiration of their appointment. **Bargaining unit members**
4 **on fixed-term appointments who have not achieved promotion, are not appointed for three**
5 **consecutive terms, but have been appointed into a subsequent academic year will receive notice**
6 **of renewal or non-renewal no later than May 15, even if they are not on appointment in Spring**
7 **Term.**

8 ~~Bargaining unit members on fixed-term English as a Second Language (“ESL”) Instructor~~
9 ~~appointments whose appointments are not paid from gifts, grants and contracts, who have not~~
10 ~~achieved promotion, and who have been reappointed for three consecutive terms (including~~
11 ~~summer) will receive, at a minimum, a renewal or non-renewal notice at least one month prior to~~
12 ~~the expiration of their appointment.~~

13 Decisions to non-renew fixed-term bargaining unit members who have not achieved promotion
14 are at the discretion of the Employer

15 **Section 6. Fixed-Term Appointments with Promotion.**

16 **First Promotion:** Bargaining unit members on fixed-term appointments who have achieved **first**
17 **promotion will receive a multi-year fixed-term appointments** of at least two years. These
18 bargaining unit members will receive, at a minimum, a renewal notice one month prior to the
19 expiration of their appointment. ~~These bargaining unit members, whose appointments are not~~
20 ~~paid from gifts, grants or contracts,~~ will receive, at a minimum, a non-renewal notice four
21 months prior to the expiration of their appointment.

22 **Second Promotion:** ~~Bargaining unit members on fixed-term appointments who have achieved~~
23 ~~second promotion will receive multi-year fixed-term appointments of at least three years. These~~
24 ~~bargaining unit members will receive, at a minimum, a renewal notice one month prior to the~~
25 ~~expiration of their appointment. These bargaining unit members will receive, at a minimum, a~~
26 ~~non-renewal notice four months prior to the expiration of their appointment..~~

27 Adjustments to the duration of extended **or** multi-year fixed-term appointments may be made by
28 mutual agreement or when the bargaining unit member is demonstrably unavailable to fulfill the
29 full term of the appointment.

30 Decisions to non-renew fixed-term bargaining unit members who have achieved promotion ~~are~~
31 ~~generally~~ **may only be** made for reasons of performance, re-organization/redeployment of funds,
32 or lack of funding. **Non-renewal notices for bargaining unit members on fixed-term**
33 **appointments who have achieved promotion will include notice of their right to request the**
34 **reason for non-renewal. Upon** ~~Within ten days of their~~ written request, a bargaining unit member
35 on a fixed-term appointment who has achieved promotion will be provided the reason for the
36 non-renewal **as well as appropriately redacted supporting documents and/or information used by**
37 ~~from~~ the Provost or their designee **in approving the request.**

38 **Section 7.** The Employer may not appoint a bargaining unit member to an FTE below 0.50 FTE
39 **to preclude providing benefits.**

40

1 [LANGUAGE RESPONSIVE TO EMPLOYER'S SECTIONS 7-9 IS CONTAINED IN
2 POSITION DESCRIPTION & WORKLOAD; PERIODIC REVIEW OF FACULTY;
3 AND PROMOTION & TENURE]

4
5 ~~Section 11. Multi-Year or Extended Fixed-Term Appointments.~~ The Employer encourages
6 the use of Extended or Multi-Year appointments for our most meritorious faculty on fixed-term
7 academic appointments. The appointing unit will determine whether to offer extended or Multi-
8 Year appointments to eligible bargaining unit members in a manner consistent with existing
9 university policies. These determinations are made at the sole discretion of the unit head or
10 designee.

11
12 [LANGUAGE RESPONSIVE TO EMPLOYER'S SECTION 12 IS CONTAINED IN
13 RETRENCHMENT]

14
15 ~~Section 13. Disputes.~~ Decisions of the University relating to appointment, reappointment,
16 promotion, and the awarding of tenure will be made consistent with the University *Policies*
17 *and Standards* and related OSU policies, as those documents may be amended from time to
18 time. Assessment of qualification, performance, and academic judgement are not subject to the
19 Grievance and Arbitration Articles of this Agreement.