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4 **APPOINTMENT AND REAPPOINTMENT**
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6 **Section 1.** The Employer will provide each bargaining unit member with a written notice of appointment
7 at time of hire and at each contract renewal.
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9 **Section 2.** The notice of appointment shall include, but not be limited to, the following:

- 10 a. Effective date of appointment
- 11 b. Duration of appointment
- 12 c. 9- or 12- month appointment basis
- 13 d. Rank and classification
- 14 e. Salary
- 15 f. FTE
- 16 g. Statement that the position is subject to a collective bargaining agreement between Oregon State
17 University and United Academics with electronic information on accessing the Agreement.
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19 **Section 3. Joint Appointments.** A joint appointment is one appointment or separate appointments that
20 span two or more units, schools, and/or colleges. At the time of the initial hire or appointment, a
21 memorandum identifying how the promotion and/or tenure processes will be handled will be provided
22 to the bargaining unit member. Upon request to their supervisors **in each of the employing units,**
23 bargaining unit members whose appointments become joint appointments after the date of initial hire
24 shall be provided with a memorandum identifying how the promotion and/or tenure processes will be
25 handled.
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27 **Section 4. Tenure-Track and Tenured Faculty.** These appointments confirm institutional commitment for
28 employment in the bargaining unit member's assigned academic unit(s).
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30 Untenured bargaining unit members on the tenure track hold annual appointments during the
31 probationary period. These appointments are typically renewed prior to the tenure review. An
32 unsuccessful 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 relinquishment,
35 termination for cause, financial exigency, or program reductions or terminations.
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37 **Section 5. Fixed-Term Appointments Without Promotion.** Bargaining unit members may be assigned a
38 term-by-term appointment in instances where the academic unit does not intend to employ the
39 bargaining unit member for three consecutive terms in an academic year. The employing unit will inform
40 the bargaining unit member of their work assignment by providing the start and end dates within the
41 notice of appointment. Bargaining unit members employed in this capacity should not have an
42 expectation of further employment and will not receive a non-renewal notice.
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44 Bargaining unit members on fixed-term appointments who have not achieved promotion; and are
45 appointed for three consecutive terms **each current academic year** (excluding summer for 9-month
46 appointments but including summer for 12-month appointments) will receive, at a minimum, a renewal
47 or non-renewal notice one month prior to the expiration of their appointment. ~~Bargaining unit members
48 on fixed-term appointments who have not achieved promotion, are not appointed for three consecutive~~

1 ~~terms, but have been appointed into a subsequent academic year will receive notice of renewal or non-~~
2 ~~renewal no later than May 15, even if they are not on appointment in Spring Term.~~ When a bargaining
3 unit member has been appointed for a period of six months or less in successive years, the unit head will
4 communicate to that bargaining unit member the likelihood of reappointment the following year. That
5 communication will be understood as advisory, not binding.

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

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10 The minimum notices of non-renewal agreed to above apply to all positions, except in the case that a gift,
11 grant or contract supporting a position is withdrawn, reduced, or terminated by the granting agency such
12 that the appropriate notice is not possible. In this case, the bargaining unit member will be informed when
13 the supervisor is aware of the change of funding.

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

15 ~~First Promotion:~~ Bargaining unit members on fixed-term appointments who have achieved their first
16 promotion will receive a multi-year fixed-term appointments of at least two years. These bargaining unit
17 members will receive, at a minimum, a renewal notice one month prior to the expiration of their
18 appointment. These bargaining unit members will receive, at a minimum, a non-renewal notice four
19 months prior to the expiration of their appointment.

20
21 ~~Second Promotion:~~ Bargaining unit members on fixed-term appointments who have achieved their
22 second promotion will ~~will~~ may receive multi-year fixed-term appointments of at least three years. These
23 bargaining unit members will receive, at a minimum, a renewal notice one month prior to the expiration
24 of their appointment. These bargaining unit members will receive, at a minimum, a non-renewal notice
25 four months prior to the expiration of their appointment.

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

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

39
40 The minimum notices of non-renewal agreed to above apply to all positions, except in the case that a gift,
41 grant or contract supporting a position is withdrawn, reduced, or terminated by the granting agency such
42 that the appropriate notice is not possible. In this case, the bargaining unit member will be informed when
43 the supervisor is aware of the change of funding.

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45 ~~Section 7. The Employer supports and encourages the creation of~~ may not appoint a bargaining unit
46 ~~member to an FTE below 0.50 FTE to preclude providing benefits.~~

- 1 **Section 7.** The Employer supports and encourages the structuring of bargaining unit appointments at 0.50
- 2 FTE or above, when appropriate for the work that needs to be performed.
- 3 **Section 8. Disputes.** Assessment of qualification and academic judgement are not subject to the
- 4 Grievance and Arbitration Articles of this Agreement.