

ARTICLE 2

APPOINTMENTS

Verbal Offer: June, 8 2023

Section 1: It is within the University's sole discretion to appoint, reappoint or not reappoint Postdoctoral Scientists/Scholars, Postdoctoral Research Fellows, and Associate Research Scientists/Scholars ~~and to determine the duration of such appointments.~~

Section 2: Appointments and reappointments are for one (1) year, unless the University **and the Union agrees to determine** that circumstances require otherwise. Appointments and reappointments are for one (1) year.

Section 3: The appointed positions covered by this Agreement are:

Associate Research Scientists/Scholars, ~~are junior officers whose qualifications and contributions to their fields of research are equivalent to those of an assistant professor as defined in the current Faculty Handbook, and~~ may be appointed for a term up to twelve (12) months, which is renewable. A longer period of appointment may be offered by the University. If an associate research scientist/scholar is not to be renewed, the University will provide notice of non-renewal ~~fivethree~~ (53) months prior to the end of the appointment term, where possible.

Postdoctoral Research Scientists/Scholars, ~~are researchers who have received a doctorate or its professional equivalent as defined in the current Faculty Handbook,~~ may be appointed for a term up to twelve (12) months, which is renewable for up to a total period of service in any postdoctoral rank of three years. Further extensions of an appointment in this rank require the prior permission of the Provost. Extensions may be granted on an annual basis up to a maximum of two (2) additional years in any postdoctoral rank. The total duration of an individual's postdoctoral service may not exceed five years, including postdoctoral service at other institutions. If a postdoctoral research scientist/scholar is not to be renewed, the University will provide notice of non-renewal ~~fivethree~~ (53) months prior to the end of the appointment term, where possible.

Postdoctoral Research Fellows, ~~are researchers who have received awards to continue their training at the University or are individuals of greater experience who have won awards permitting them to retrain themselves in a new discipline or specialty as defined in the current Faculty Handbook~~ and may be appointed for a term of up to twelve (12) months, which is renewable for up to a total period of service in any postdoctoral rank of three (3) years. Further extensions of an appointment in this rank require the prior permission of the Provost. Extensions may be granted on an annual basis up to a maximum of two (2) additional years in any postdoctoral rank. **Under this contract, Postdoctoral Research Fellows are not considered independent contractors, and unless the granting agency specifically forbids it, these employees will be paid a salary and receive**

~~a W-2 tax form. In contrast to postdoctoral research scientists and scholars, who are paid a salary, these officers usually receive fellowship stipends.~~

Section 4: The University will provide Employees with a letter of appointment. The University shall make reasonable efforts to provide an initial letter of appointment at least sixty (60) days in advance of the start date. All letters of appointment or reappointment shall be provided no later than the start date of the appointment **or reappointment**.

Section 5: An appointment **and reappointment** letter shall include:

information, 11) URL for EOAA, 12) URL for the Office of Postdoctoral Affairs (OPA), 13) URL for the International Students & Scholars Office ISSO).

- 1) appointment title,
- 2) beginning and end dates of the appointment, and a statement that the position is renewable (if applicable)
- 3) salary and/or stipend,
- 4) name of the anticipated supervisor,
- 5) department or academic/research unit,
- 6) contact information for departmental administrator,
- 7) anticipated work location,
- 8) brief summary of anticipated responsibilities,
- 9) notice that the appointment is covered by this agreement, with a URL for the agreement,
- 10) clear language agreed with the union including an email address to reach out to a union officer provided by the union, for one-on-one informational meeting, a statement on upcoming union orientation, and that it is a condition of employment to either contribute membership dues or pay a "fair share fee" as stated on Art. 25 [Union dues] of this agreement,
- 11) URL for benefit information
- 12) URL for the Office of Postdoctoral Affairs (OPA)
- 13) a summary of professional development services including the right to an Individual Development Plan (IDP),
- 14) URL for EOAA
- 15) URL for the International Students & Scholars Office ISSO)

Section 6: The University will ensure that all administrative paperwork for appointments and reappointments is completed on time such that employees do not experience delayed paychecks or benefit coverage. ~~In the event that the university fails to meet these expectations for more than fifteen (15) days, the employee will receive from the University an additional 10% of the amount due per each day of delay, and full coverage for medical or financial costs that may occur during this period.~~

The Union reserves the right to add to, modify or delete this proposal.

