

ARTICLE [x]. NOTICES OF APPOINTMENT

Section 1. Description.

~~A Notice of Appointment is a summary of the terms of employment for a faculty member.~~

Oregon Tech shall provide each bargaining unit faculty member with a ~~timely~~ written Notice of Appointment at the time of hire and at each ~~annual~~ contract renewal, to include, but not be limited to, all of the following:

i) Classification (type of appointment) and Rank

~~ii) Duration: fixed term or continuous appointment~~

iii) Period of Appointment stating effective start and end dates, and appointment basis (9month, 10.5mo, 11mo or 12mo), ~~and for fixed term appointments the appointment duration, and whether the appointment is renewable.~~

iv) Annual FTE

v) Annual Base Salary Rate and ~~actual appointment~~ salary (based on FTE), including annual stipends, additional pay or special conditions

vi) Assigned department(s) and campus location, including online

vii) Any credit granted toward promotion or tenure, if applicable.

viii) Statement that the position is subject to a collective bargaining agreement between Oregon Tech and the Association, OT-AAUP, with electronic information on accessing the current Agreement.

Individuals shall have an opportunity to review their Notice of Appointment and clarify inconsistencies, omissions or errors with the Office of Human Resources or the Office of the Provost within the first term of their effective starting date of appointment.

A joint appointment for a bargaining unit member shall be indicated on the Notice of Appointment by including in (vi) all assigned departments, units, or colleges, and the percentage of FTE assigned to each.

Section 2. Notices of Appointment for Tenure Track and Tenured Faculty.

~~Oregon Tech The Employer~~ shall provide annual Notices of Appointments to tenure track or tenured faculty by email (with read receipt requested, in pdf format), via a secure link, or by mail, no later than July 1st.

Tenure track faculty are typically considered to be on annual appointments during the probationary period prior to applying for tenure review. An unsuccessful tenure review shall be communicated to the faculty according to the timeline outlined in the Article [x] on Promotion and Tenure for Tenure Track Faculty, and no later than the end of Winter term.

Non-renewal notices for faculty on tenure track shall be sent by June 30th of the year prior to which their contract is to end. The notice shall include a reason for non-renewal, including programmatic

40 reductions or eliminations, retrenchment, or performance shortcomings as demonstrated by Annual
41 Performance Evaluations over at least two years of employment.

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43 Section 3. Notices of Appointment for Other Faculty.

44 ~~Oregon Tech The Employer~~ shall provide notice of renewal to fixed term, non-tenure track faculty
45 no later than December 1st of the calendar year of the faculty member's current term of
46 appointment. If a NTTF initial appointment is for a period of multiple years, their renewal notice
47 shall be for that same period, unless modified by promotion decisions ~~as outlined in Article [x] on~~
48 ~~Promotion of NTTF.~~

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50 A department's intent to not re-appoint a non-tenure track faculty for the following academic year
51 shall be communicated to the faculty member by November 30th. If a faculty member is not offered
52 re-appointment, the department chair and the faculty member shall discuss, at the member's option,
53 whether other opportunities exist for them based on their qualifications (within or outside of their
54 current assigned department).

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56 Neither Oregon Tech nor its departments, or colleges shall establish a policy which arbitrarily limits
57 the number of academic terms or years during which a member may be employed.

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59 Appointment duration for bargaining unit members who are Visiting Professors or Professors of
60 Practice ~~shall be is~~ in compliance with the provisions of this Agreement. The reappointment of
61 Visiting Professors or Professors of Practice shall be under the classification of non-tenure track
62 faculty, with appropriate credit towards promotion given for time spent in their previous positions at
63 Oregon Tech.

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65 Section 4. Non-renewal of NTTF

66 Non-Tenure Track Faculty bargaining members who have not yet been promoted may be non-
67 renewed, at the discretion of the Employer, pursuant to the timeline provided here.

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69 A NTTF who has been promoted may still receive non-renewal for the following reasons:

- 70 i) Failure to meet minimum standards as outlined in Article [x] on Appointment and
71 Promotion of NTTF for two or more years; or
- 72 ii) Inadequate resources within the unit or department to continue funding for the bargaining
73 faculty's position; or
- 74 iii) Programmatic reasons, including but not limited to, departmental adjustments necessary
75 to accommodate students; or
- 76 iv) Replacement of the NTTF position(s) with a Tenure-related position.

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78 The Employer shall provide a written statement documenting the reason for the non-renewal at the
79 time of notice. Non-renewal decisions shall be supported by appropriate evidence, clearly
80 communicated to the faculty.

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81 Section 5. Notice to the Association

82 On or before January 1st, and again on July 1st of each year, the Employer shall send a report to the
83 Association detailing the non-renewal decisions for that year. The report will list the department and
84 the stated reason that the bargaining unit faculty member was non-renewed.

85 **Section 6. Lack of Renewal Notice**

86 If the Employer does not provide a bargaining unit faculty member with notice as set forth above in
87 Sections 1-3, that faculty shall receive a payment proportional to his or her base salary for the
88 number of days the notice was late.

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90 A bargaining unit faculty member who does not receive notice as set forth in Sections 1-3 and
91 continues to work under the terms and conditions of the expiring appointment after that
92 appointment expires will be paid for all work performed, under the terms of the expired
93 appointment.

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95 **Section 7. Reclassification caused by initial CBA**

96 When this contract is initially ratified, if there are any employees eligible for the bargaining unit who
97 are not in one of the ~~categories, classifications, or ranks~~ consistent with Article [x] on ~~Appointments;~~
98 Academic Classification and Rank, then they shall be assigned a ~~category, classification, and rank~~
99 that is most consistent with their current duties and job description. If the faculty disagrees with that
100 assignment, they have the right to appeal to a committee of six individuals. One of these individuals
101 shall be appointed by the Faculty Senate president, two by the OT-AAUP President, and three shall
102 be appointed by the Provost.

103 This section is only applicable for the initial CBA because once the contract is approved, all new
104 employees ~~shall will~~ be assigned ~~to a valid~~ ~~category, classification, and rank~~. As a result, this section
105 will be removed from ~~all~~ future contracts.