

1 **Article ___: Notices of Appointment**

2
3 **Note:** Oregon Tech proposes that this language be moved to Article ___: Working
4 Conditions or to another agreed-upon Article that is more appropriate.

5
6 ~~Section 1. Description.~~

7 ~~A Notice of Appointment is a summary of the terms of employment for a faculty~~
8 ~~member.~~ Oregon Tech shall provide each ~~faculty bargaining unit member~~ with a timely
9 written Notice of Appointment at the time of hire and at each ~~annual contract-renewal~~
10 ~~period, to include all of the following: that identifies, as applicable, -rank, type of~~
11 ~~appointment, and the dates of appointment, pay, and the following statement:~~

12
13 Your position is subject to a collective bargaining agreement (“CBA”) between
14 Oregon Tech and the Association, OT-AAUP (see this link:
15 _____) and all Notices of Appointment and individual
16 agreements regarding your terms and conditions of employment prior to the
17 effective date of the CBA considered void. Only the terms and conditions set
18 forth in this Notice of Appointment and the current CBA govern your employment
19 at Oregon Tech.-

20
21 ~~i) Classification and Rank~~

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

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

26 ~~iv) Annual FTE~~

27 ~~v) Salary rate and actual salary, including annual stipends~~

28 ~~vi) Assigned department and campus location, including online~~

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

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

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

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

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37 ~~The Employer shall provide annual Notices of Appointments to tenure track or tenured~~
38 ~~faculty by email (with read receipt requested, in pdf format) or by mail, no later than July~~
39 ~~1st.~~

40
41 ~~Tenure track faculty are typically considered to be on annual appointments during the~~
42 ~~probationary period prior to applying for tenure review. An unsuccessful tenure review~~
43 ~~shall be communicated to the faculty according to the timeline outlined in the Article [x]~~
44 ~~on Promotion and Tenure for Tenure Track Faculty, and no later than the end of Winter~~
45 ~~term.~~

46
47 ~~Non-renewal notices for faculty on tenure track shall be sent by June 30th of the year~~
48 ~~prior to which their contract is to end. The notice shall include a reason for non-renewal,~~
49 ~~including programmatic reductions or eliminations, retrenchment, or performance~~
50 ~~shortcomings as demonstrated by Annual Performance Evaluations over at least two~~
51 ~~years of employment.~~

52
53 ~~Section 3. Notices of Appointment for Other Faculty.~~

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

59
60 ~~A department's intent to not re-appoint a non-tenure track faculty for the following~~
61 ~~academic year shall be communicated to the faculty member by November 30th. If a~~
62 ~~faculty member is not offered re-appointment, the department chair and the faculty~~
63 ~~member shall discuss, at the member's option, whether other opportunities exist for them~~
64 ~~based on their qualifications (within or outside of their current assigned department).~~

65
66 ~~Neither Oregon Tech nor its departments, or colleges shall establish a policy which~~
67 ~~arbitrarily limits the number of academic terms or years during which a member may be~~
68 ~~employed.~~

69
70 ~~Appointment duration for bargaining unit members who are Visiting Professors or~~
71 ~~Professors of Practice is in compliance with the provisions of this Agreement. The~~
72 ~~reappointment of Visiting Professors or Professors of Practice shall be under the~~
73 ~~classification of non-tenure track faculty, with appropriate credit towards promotion~~
74 ~~given for time spent in their previous positions at Oregon Tech.~~

75
76 ~~Section 4. Non-renewal of NTTF~~

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

79
80 ~~A NTTF who has been promoted may still receive non-renewal for the following reasons:~~

81 ~~i) Failure to meet minimum standards as outlined in Article [x] on Appointment~~
82 ~~and Promotion of NTTF for two or more years; or~~

83 ~~ii) Inadequate resources within the unit or department to continue funding for the~~
84 ~~bargaining faculty's position; or~~

85 ~~iii) Programmatic reasons, including but not limited to, departmental adjustments~~
86 ~~necessary to accommodate students; or~~

87 ~~iv) Replacement of the NTTF position(s) with a Tenure-related position.~~

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

91
92 ~~Section 5. Notice to the Association~~

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

96 ~~Section 6. Lack of Renewal Notice~~

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

100
101 ~~A bargaining unit faculty member who does not receive notice as set forth in Sections 1-3~~
102 ~~and continues to work under the terms and conditions of the expiring appointment after~~
103 ~~that appointment expires will be paid for all work performed, under the terms of the~~
104 ~~expired appointment.~~

105
106 ~~Section 7. Reclassification caused by initial CBA~~

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

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

117