

1 Oregon State University Proposal
2 October 5, 2019

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5 **Notices of Appointment, Reappointment, Review and Promotion**
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7 **Section 1.** The ~~Administration~~ **Employer** will provide each ~~faculty bargaining unit~~ member with a written
8 notice of appointment at time of hire ~~and at each contract renewal. Faculty members have the right to a~~
9 ~~meeting with their supervisor and academic unit head to discuss the provisions of their notice~~
10 ~~appointment before they sign it.~~

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

- 12 a. Effective date of appointment
- 13 b. Duration of appointment
- 14 c. 9- or 12- month appointment **basis**
- 15 d. **Title/Rank**
- 16 e. ~~Review unit, for joint of multiple appointments~~ **Employing unit(s)**
- 17 f. ~~Credit for prior service, if applicable~~
- 18 g. ~~Date of eligibility for promotion and tenure~~
- 19 h. Salary
- 20 i. FTE
- 21 j. ~~Unit or departmental information on criteria and procedure for the annual review, tenure, and~~
22 ~~promotion, including supervisor(s) responsible for the annual review.~~
- 23 k. **Statement that the position is subject to a collective bargaining agreement between the Board**
24 **of Trustees of Oregon State University and United Academics with electronic information on**
25 **accessing the Agreement.**

26 **Section 3. Joint/Multiple Appointments.** A joint appointment is one appointment **or separate multiple**
27 **appointments** that spans two or more units, schools, and/or colleges. At the time of hire or
28 appointment, a memorandum will be completed ~~specifying expectations for tenure and/or promotion~~
29 ~~and identifying how the promotion process will be handled. The memorandum is not valid unless~~
30 ~~approved in writing by the faculty member and the supervisor(s) or academic unit head(s).~~

31 ~~**Section 4. Multiple Appointments.** A multiple appointment describes when a faculty member has~~
32 ~~separate appointments in one or more units, schools, and/or colleges. At the time of the second or~~
33 ~~subsequent hire or assignment, a memorandum will be completed specifying expectations for the~~
34 ~~tenure and/or promotion review and identifying how the promotion process will be handled. The~~
35 ~~memorandum is not valid unless approved in writing the faculty member and the supervisor(s) or~~
36 ~~academic unit head (s).~~

37 **Section 5. Tenure-Track and Tenured Faculty.** These appointments confirm institutional commitment
38 for employment in the ~~faculty bargaining unit~~ member's assigned academic unit(s).

39 **Tenure track bargaining unit members** ~~Faculty~~ on annual tenure appointments **with fully satisfactory**
40 **performance** have an expectation of appointment until their tenure review. An unsuccessful tenure
41 review will result in a terminal appointment of one **academic** year.

42 **Tenure is continued indefinitely exception in the case of resignation, retirement, tenure relinquishment,**
43 **termination for cause, financial exigency, or program reductions or terminations.** ~~following the~~
44 ~~guidelines established in this Agreement in Article XX.~~

1 **Section 6. Term-by-Term Instructors**

2 Bargaining unit members on term-by-term appointments are typically assigned to teaching or other
3 instructional tasks to address an emergent need.

4 ~~Section 6.7. Fixed-Term Appointments Without Promotion.~~ Faculty ~~Bargaining unit~~ members on fixed-
5 term appointments who have not achieved promotion ~~and hold a 0.50 FTE appointment or above~~ will
6 ~~receive an appointment of at least one year, renewable annually.~~ These faculty members will receive a
7 renewal or non-renewal notice at least ~~four~~ **one** months prior to the ~~expiration of their appointment~~
8 ~~beginning of the next contract period.~~ Decisions to non-renew fixed ~~–term~~ **bargaining unit** faculty
9 members who have not achieved promotion are at the discretion of the Administration.

10 **Section 7. Fixed-Term Appointments with Promotion.** Faculty members on fixed ~~–term~~ appointments
11 who have achieved promotion ~~and hold a 0.50 FTE appointment or above~~ will ~~received extended fixed-~~
12 ~~term appointments of at least two years.~~ These faculty members will receive a renewal or non-renewal
13 notice at least ~~sixteen~~ **four** months prior to the ~~expiration of their appointment~~ **beginning of the next**
14 **contract period.** A renewal notice will provide an appointment of at least the duration of the prior
15 appointment. ~~Decisions to non-renew fixed–term bargaining unit members are made at the discretion of~~
16 ~~the Employer.~~

17 Faculty members on fixed ~~–term~~ appointments who have achieved promotion may only be non-renewed
18 for the following reasons:

- 19 a. ~~Two consecutive unsuccessful annual reviews; or~~
- 20 b. ~~Lack of resources to continue funding the faculty member’s position; or~~
- 21 c. ~~Curricular or programmatic reasons.~~

22 ~~Section 8. Non-Renewal Review.~~ For faculty members on fixed ~~–term~~ appointments who have achieved
23 promotion, non-renewal notices ~~must be approved by the Provost.~~ The non-renewal notices shall
24 include a written statement documenting the reason for the non-renewal.

25 The faculty member may appeal on the following grounds:

- 26 a. ~~One or more of their annual reviews was inaccurate; or~~
- 27 b. ~~There are resources to continue the position; or~~
- 28 c. ~~There is ongoing curricular or programmatic need for the position.~~

29 The Provost will forward the non-renewal notice and the faculty member’s appeal letter to a committee
30 appointed and authorized by the Faculty Senate for review. ~~Within twenty-one days of receiving the~~
31 ~~non-renewal appeal documents, the Faculty Senate committee will make a recommendation to the~~
32 ~~Provost to uphold or overturn the non-renewal decision.~~

33 ~~Section 9.~~ The Administration supports and encourages the creation of faculty appointments at 0.50 FTE
34 or above. The Administration may not appoint a faculty member to an FTE below 0.50 FTE to preclude
35 providing benefits.

36 ~~Section 10.~~ Faculty members who have achieved promotion may not have their appointment FTE
37 reduced without mutual agreement.

38 In the event of course cancellation for insufficient enrollment:

1 ~~A The Administration will work with the affected faculty member to determine if it is possible to replace~~
2 ~~the course assignment with an equivalent course assignment within the same appointment period and~~
3 ~~academic year.~~

4 ~~If it is not possible to replace the course assignment within the same appointment period and academic~~
5 ~~year, the department may provide an equivalent, alternative assignment. Examples of such work~~
6 ~~include, but are not limited to, the following:~~

- 7 i. ~~Advising~~
- 8 ii. ~~Determining course equivalencies for transfer credit;~~
- 9 iii. ~~Assessment projects;~~
- 10 iv. ~~Curriculum development;~~
- 11 v. ~~Substitute teaching;~~
- 12 vi. ~~Recruiting for study abroad programs.~~

13 ~~The equivalent, alternative assignment must be completed during the same term the cancelled course~~
14 ~~was scheduled.~~

15 **Section 8. Position Descriptions.** Bargaining unit members will have a position description that reflects
16 the work responsibilities associated with their position. (See Letter of Agreement for applicability of this
17 Section.) The purpose of this document is to create common expectations among the individual
18 faculty bargaining unit member, their supervisor(s), and any other person or group asked to
19 evaluate the faculty bargaining unit member's performance.

20 ~~Development of~~ Revisions to the position description should be done in consultation with the
21 faculty member.

22 **Section 9. Reviews.** Procedures, policies, and criteria for annual reviews are developed by each
23 academic unit, with bargaining unit member faculty input, and will be published on unit-level websites
24 made available to the bargaining unit members.

25 Fixed-term bargaining unit members appointed at a .50 FTE or above will receive an annual review
26 consistent with unit, college, campus and University policies and procedures.

27 Tenure-track and tenured bargaining unit members will receive work performance reviews consistent
28 with unit, college, campus procedures.

29 In each instance, the annual review shall include:

- 30 a. a written assessment of the faculty bargaining unit member's progress in fulfilling the duties
31 described in their position description;
- 32 b. the sources of information used as the basis for evaluation; and
- 33 c. an assessment as to whether the faculty member was performing satisfactorily ~~exceeding,~~
34 ~~meeting or not meeting expectations.~~

35 The faculty bargaining unit member must be provided the opportunity to read and initial the annual
36 review and furnish written comments, explanations, and/or rebuttal materials. The review will be placed
37 in the bargaining unit member's personnel file record.

38 **Section 10. Promotion.** The parties recognize that promotion represents an acknowledgement of a
39 bargaining unit member's professional growth, merit and expertise in their field. Promotions build on
40 the expectations of excellence, growth and professional development of the bargaining unit member

1 since the time of hire or since the time of previous promotion, whichever is most recent. Promotion of
2 bargaining unit members will be conducted in a manner consistent with unit, college, campus and
3 University policies and procedures, as may be amended from time to time.

4 The Employer will inform bargaining unit members of the eligibility of a position for promotion and/or
5 tenure in the Notice of Appointment. The granting of tenure and/or promotion is never automatic or
6 routine, and is based on evaluation relative to the duties in the position description.

7 Supervisors will inform faculty members of their progress towards promotion and tenure using reviews
8 and, if applicable, the Midterm Review. At the point a bargaining unit member is evaluated,
9 responsibility for promotion and/or tenure recommendations rests principally with the senior members
10 of the faculty, academic unit heads, and academic deans. Final responsibility rests with the Provost and
11 Executive Vice President.

12 In cases where a bargaining unit members holds a joint or multiple appointments, they will be informed
13 about the promotion and tenure process. If not expressly modified at the time of hire, a single academic
14 unit serves as a bargaining unit member's tenure home even in cases of joint appointment. That unit
15 coordinates and conducts the review as specified by University policy and time-of-hire documentation.

16 Any individuals involved in Promotion and Tenure review must ensure that their participation in no way
17 undermines the objectivity of the evaluation process. A conflict of interest occurs and must be declared
18 when the evaluating party could realize personal, financial, professional, or other gain or loss as a result
19 of the outcome of the promotion and tenure process, or when the objectivity of the evaluating party
20 could be impaired by virtue of the relationship to the candidate.

21 **Section 11. Multi-Year or Extended Fixed-Term Appointments.** The Employer encourages the use of
22 Extended-Fixed Term or Multi-Year appointments for our most meritorious faculty on fixed-term
23 academic appointments. The appointing unit will determine whether to offer extended or Multi-Year
24 appointments to individual eligible bargaining unit members in a manner consistent with existing
25 campus policies. These determinations are made at the sole discretion of the unit head or designee.

26 **Section 12. Procedures for Reductions in Force, Proposed Discontinuance of Programs or**
27 **Departments.** In the event of discontinuance of admission to a program or department, the University
28 will treat the discontinuance as it would the elimination of a program or department, consistent with
29 established university procedures.

30 **Section 13. Disputes.** Decisions of the University relating to appointment, reappointment, promotion
31 and tenure will be made consistent with the University *Policies and Standards* and related OSU
32 campus policies, as those documents may be amended from time to time. Disputes a bargaining unit
33 member or the Union may have relating to appointment, reappointment, review, and promotion and
34 tenure are not subject to the Grievance and Arbitration Articles of this Agreement.