

3  
4 **Notices of Appointment, Reappointment, Annual Review, and Promotion**  
5

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. ~~Bargaining unit members have the right to a meeting with~~  
8 ~~their supervisor and academic unit head to discuss the provisions of their notice appointment before they~~  
9 ~~sign it.~~

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

- 11 a. Effective date of appointment
- 12 b. Duration of appointment
- 13 c. 9- or 12- month appointment basis
- 14 d. Rank and classification
- 15 e. Salary
- 16 f. FTE
- 17 g. Statement that the position is subject to a collective bargaining agreement between ~~the Board of~~  
18 ~~Trustees of Oregon State University and United Academics with electronic information on~~  
19 ~~accessing the Agreement.~~

20 **Section 3. Joint Appointments.** A joint appointment is one appointment or separate appointments that  
21 span two or more units, schools, and/or colleges. At the time of hire or appointment, a memorandum will  
22 be completed identifying how the promotion process will be handled. ~~The memorandum is not valid~~  
23 ~~unless approved in writing by the bargaining unit member and the supervisor(s) or academic unit head(s).~~

24 **Section 4. Tenure-Track and Tenured Faculty.** These appointments confirm institutional commitment for  
25 employment in the bargaining unit member's assigned academic unit(s).

26 Tenure-track bargaining unit members **who are making satisfactory progress toward tenure** ~~on annual~~  
27 ~~tenure appointments~~ have an expectation of **annual** appointment until their tenure review **is completed**.  
28 An unsuccessful tenure review will result in a terminal appointment of one academic year.

29 Tenure is continued indefinitely, except in the case of resignation, retirement, tenure relinquishment,  
30 termination for cause, financial exigency, or program reductions or terminations.

31 **Section 5. Fixed-Term Appointments Without Promotion.** ~~In cases where there is an emergent~~ **Based**  
32 **upon the needs of the university,** newly-hired bargaining unit members may be assigned a term-by-term  
33 appointment. **In instances where the unit does not intend to employ a bargaining unit member for three**  
34 **consecutive terms in an academic year, the employing unit will inform the bargaining unit member of**  
35 **their work assignment by providing the start and end dates within the notice of appointment. Bargaining**  
36 **unit members employed in this capacity should not have an expectation of further employment and will**  
37 **not receive a non-renewal notice.**

38 **Bargaining unit members** on fixed-term appointments who have not achieved promotion, **hold a 0.50 FTE**  
39 **appointment or above, and are reappointed for three consecutive terms each current academic year,** ~~but~~  
40 ~~have been employed by the university for one academic year or more, will not be employed term-by-~~  
41 ~~term. These bargaining unit members will receive, at a minimum, a renewal or non-renewal notice at least~~  
42 **one** month prior to the expiration **beginning** of their next contract period **appointment. The parties agree**  
43 **that it is in the best interests of the university and the bargaining unit member that notice of renewal or**

1 non-renewal is provided as early as possible. However, both parties also recognize that there are  
2 conditions in which early notice is hard to provide, because of uncertainty around enrollments, course  
3 offerings, existing staffing, or budget. Decisions to non-renew fixed-term bargaining unit members who  
4 have not achieved promotion are at the discretion of the Employer

5 **Section 6. Fixed-Term Appointments with Promotion.** Bargaining unit Faculty members on fixed-term  
6 appointments who have achieved promotion will receive extended fixed-term appointments of at least  
7 two years. These bargaining unit members will receive, at a minimum, a renewal or non-renewal notice  
8 at least thirteen-four months prior to the expiration-beginning of their next contract period appointment.  
9 A renewal notice will provide an appointment of at least the duration of the prior appointment. The  
10 parties agree that it is in the best interests of the university and the bargaining unit member that notice  
11 of renewal or non-renewal is provided as early as possible. However, both parties also recognize that  
12 there are conditions in which early notice is hard to provide, because of uncertainty around enrollments,  
13 course offerings, existing staffing, or budget. Decisions to non-renew fixed-term bargaining unit members  
14 are made at the discretion of the Employer.

15 Bargaining unit members on fixed term appointments who have achieved promotion may only be non-  
16 renewed for the following reasons:

- 17 a. Two consecutive unsuccessful annual reviews; or
- 18 b. Lack of resources to continue funding the faculty member's position; or
- 19 c. Curricular or programmatic reasons.

20 Section 7. Non-Renewal Review. For faculty members on fixed term appointments who have achieved  
21 promotion, non-renewal notices must be approved by the Provost. The non-renewal notices shall include  
22 a written statement documenting the reason for the non-renewal.

23 The faculty member may appeal on the following grounds:

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

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

31 **Section 8.** The Employer supports and encourages the creation of bargaining unit appointments at 0.50  
32 FTE or above. The Employer may not appoint a bargaining unit member to an FTE below 0.50 FTE to  
33 preclude providing benefits.

34 **Section 9.** Bargaining unit members who have achieved promotion may not have their appointment FTE  
35 reduced without mutual agreement.

36 In the event of course cancellation for insufficient enrollment:

37 The Employer will work with the affected bargaining unit member to determine if it is possible to replace  
38 the course assignment with an equivalent course assignment within the same appointment period and  
39 academic year.

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

- 4 i. ——— Advising
- 5 ii. ——— Determining course equivalencies for transfer credit;
- 6 iii. ——— Assessment projects;
- 7 iv. ——— Curriculum development;
- 8 v. ——— Substitute teaching;
- 9 vi. ——— Recruiting for study abroad programs.

10 The equivalent, alternative assignment must be completed during the same term the cancelled course  
11 was scheduled.

12 **Section 7. Position Descriptions.** Bargaining unit members will have a position description that reflects  
13 the work responsibilities associated with their position. (See Letter of Agreement for applicability of this  
14 Section.) The position description should be maintained on file in the bargaining unit member's  
15 academic unit. The purpose of the document is to ~~create common~~ **establish** expectations among the  
16 individual bargaining unit member, their supervisor(s), and any other person or group asked to  
17 evaluate the bargaining unit member's performance.

18 Revisions to the position description should be done in consultation with the bargaining unit  
19 member.

20 ~~Section 2. A position description should be developed at the time of initial appointment and reviewed~~  
21 ~~every year as part of the annual review of each bargaining unit member. The position description shall be~~  
22 ~~revised as the bargaining unit member's job duties change. Each revision must be signed by the~~  
23 ~~supervisor(s) and the bargaining unit member.~~

24  
25 ~~A bargaining unit member with a joint/multiple appointment should have their position description~~  
26 ~~developed in conjunction with their multiple supervisors.~~

27  
28 ~~Section 3. Bargaining unit members are engaged in a wide variety of activities, including teaching,~~  
29 ~~advising, research, scholarship and creative activity, service, extension, librarianship, and other~~  
30 ~~assignments. The allocation of effort assigned to each of these activities should be specified in the position~~  
31 ~~description as a percent of FTE and should add up to 100%.~~

32  
33 ~~Allocation of FTE for each responsibility should be based on the time assigned to that duty. If the~~  
34 ~~bargaining unit member is employed at less than 1.0 FTE, the distribution of FTE, how it is totaled to the~~  
35 ~~composite FTE, and how this will impact expectations for promotion and/or tenure should be clearly~~  
36 ~~stated in the position description.~~

37  
38 ~~Section 4. Bargaining unit members on Fixed-Term Professorial appointments shall be allocated FTE for~~  
39 ~~scholarship and creative activity. Expectations for scholarship and creative activity shall be described in~~  
40 ~~the position description of each bargaining unit member on a Fixed-Term Professorial appointment.~~

41  
42 ~~Section 5. To promote access to shared governance, acknowledge service work performed by bargaining~~  
43 ~~unit members, and allow for fair evaluation in the promotion and/or tenure process, all bargaining unit~~

1 ~~members shall be allocated FTE for service to the university or profession. Expectations for service shall~~  
2 ~~be described in the position description of each bargaining unit member.~~

3  
4 ~~**Section 6.** Position descriptions shall clearly identify expected contributions to equity, inclusion, and~~  
5 ~~diversity.~~

6  
7 ~~**Section 7.** Disputes between the bargaining unit member and the supervisor over assigned duties and~~  
8 ~~position descriptions should be resolved through mediation. The Parties agree to form a standing Position~~  
9 ~~Description Joint Labor Management committee made up of three members from each Party and one~~  
10 ~~member appointed by the President of the Faculty Senate to investigate and resolve disputes over~~  
11 ~~assigned duties.~~

12 ~~**Section 8. Annual Reviews. Preamble.** Regular review of bargaining unit members improves the quality~~  
13 ~~of the teaching, research, and service functions of Oregon State University and helps bargaining unit~~  
14 ~~members achieve academic excellence. In addition, the review will benefit individual bargaining unit~~  
15 ~~members by informing employment and compensation decisions and ensuring that they are regularly~~  
16 ~~informed of their status. Such a review, ideally, will include input from colleagues and students from the~~  
17 ~~bargaining unit member's own academic unit, colleagues and students from other appropriate academic~~  
18 ~~units, and relevant stakeholders.~~

19 ~~**Section 1. Reviews.** Procedures, policies, and criteria for performance reviews are developed and~~  
20 ~~modified by each academic unit, with faculty input, and will be published on unit-level websites and~~  
21 ~~included as an addendum to the Faculty Handbook made available to the bargaining unit members.~~  
22 ~~Bargaining unit members will be sent a link to the unit-level policy at the bargaining of each new~~  
23 ~~appointment.~~

24 All-Fixed-term bargaining unit members will receive an annual performance review consistent with unit,  
25 college, campus, and university policies and procedures.

26 Tenure-track and tenured bargaining unit members will receive performance reviews consistent with unit,  
27 college, university procedures.

28 ~~**Section 2. Initiation of the Annual Review.** The initiation of the review is the responsibility of the~~  
29 ~~supervisor, academic unit head, review committee chair, or the appropriate administrative officers. In~~  
30 ~~each instance, the review shall include:~~

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

36 ~~The review shall be based only on materials that is appropriate to the bargaining unit member's position~~  
37 ~~description and performance of assigned responsibilities.~~

38 The bargaining unit member must be provided the opportunity to read and initial the review and furnish  
39 written comments, explanations, and/or rebuttal materials. The review will be placed in the bargaining  
40 unit member's personnel record.

41 ~~**Section 3.** On September 1, each school, college, or division shall send to both the Provost's Office and~~  
42 ~~United Academics a report of all Annual Reviews conducted the previous academic year describing the~~

1 number of faculty who were assessed as exceeding expectations, meeting expectations, and not meeting  
2 expectations.

3 **Section 9. Promotion. Preamble.** The Parties recognize that promotion represents an acknowledgement  
4 of a bargaining unit member's professional growth, merit, and expertise in their field. Promotions build  
5 on the expectations of recognize excellence, growth, and professional development of the bargaining unit  
6 member since the time of hire or since the time of previous promotion, whichever is most recent.  
7 Promotion of bargaining unit members will be conducted in a manner consistent with unit, college,  
8 campus and university policies and procedures, as may be amended by the faculty from time to time.

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

12 Supervisors will inform tenure-track bargaining unit members of their progress towards promotion and  
13 tenure using reviews or, if applicable, the Midterm Review. At the point a tenure-track bargaining unit  
14 member is evaluated, responsibility for promotion and/or tenure recommendations rests principally with  
15 the senior members of the faculty, academic unit heads, and academic deans. Final responsibility rests  
16 with the Provost and Executive Vice President.

17 In cases where a tenure-track bargaining unit member holds a joint or multiple appointments, they will  
18 be informed about the promotion and tenure process. If not expressly modified at the time of hire, a  
19 single academic unit serves as a bargaining unit member's tenure home even in cases of joint  
20 appointment. That unit coordinates and conducts the review as specified by university policy and time-  
21 of-hire documentation.

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

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

32 **Section 12. Reductions in Force, Proposed Discontinuance of Programs or Departments.** In the event of  
33 discontinuance of a program or department, the University will treat the discontinuance as it would the  
34 elimination of a program or department, consistent with established university procedures.

35 **Section 13. Disputes.** Decisions of the University relating to appointment, reappointment, promotion,  
36 and the awarding of tenure will be made consistent with the University *Policies and Standards* and  
37 related OSU policies, as those documents may be amended from time to time. Assessment of  
38 qualification, performance, and academic judgement are not subject to the Grievance and Arbitration  
39 Articles of this Agreement.