

OREGON TECH PACKAGE PROPOSAL #1

Article ___ : Recognition

-As Oregon Tech proposed September 17, 2020

Article ___ : Academic Classification and Rank

-As Oregon Tech proposed September 17, 2020

Article ___ : Notices of Appointment

-As Oregon Tech proposed September 17, 2020

Article ___ : Position Descriptions

-The Association withdraws its August 12, 2020 proposal and agrees not to resubmit the proposal.

***This package proposal is presented by Oregon Tech
and must either be accepted or rejected in whole.***

***If rejected, Oregon Tech will revert to its previously
presented proposal or stated position with respect to
each of the above-mentioned proposals.***

Article __: Recognition

Oregon Tech recognizes the Association as the sole and exclusive bargaining representative of tenure and tenure-track employees-faculty who receive an academic year appointment of at least .50 FTE or greater and hold an academic rank of Professor, Associate Professor, or Assistant Professor; ~~as well as non-tenure track~~ employees faculty who receive an academic year appointment of at least .50 FTE or greater and hold the academic rank of Senior Instructor II, Senior Instructor I, or Instructor; and library faculty ~~employees~~ who receive an academic year appointment of at least .50 FTE or greater.

Excluded from the above are all other employees of Oregon Tech. Examples of this exclusion include, but are not limited to, visiting faculty, research faculty and associates, post-doctoral research associates, classified, unclassified, confidential, and supervisory employees, and faculty who are in administrative positions without a reasonable expectation of teaching, research, or other scholarly accomplishments including, but not limited to a President, Vice President, Provost, Vice Provost, Associate Provost, Associate Vice Provost, Dean, Associate Dean, Assistant Dean, University Librarian, and Chair and any related titles (e.g., Associate, Assistant, etc.) for each of the foregoing; and all other employees employed by Oregon Tech.

Article ___: Academic Classification and Rank

Section 1. Classification and Rank. The following are the classifications and their associated ranks that apply to bargaining unit positions covered by this Agreement.

(a) Tenure-Track and Tenured. A bargaining unit member assigned a .50 FTE or greater position within an academic department who is hired in a tenure-track position (“Tenure-Track”) or has been granted indefinite tenure (“Tenured”) in writing by the President of Oregon Tech. Ranks assigned in this category in ascending order are Assistant Professor, Associate Professor, and Professor.

(b) Non-Tenure Track (“NTT”). A bargaining unit member assigned a .50 FTE or greater position within an academic department who is hired in a non-tenure track position. Ranks in this category in ascending order are Instructor, Senior Instructor I, and Senior Instructor II.

(c) Librarian. A bargaining unit member assigned a .50 FTE or greater position within the University library who is hired in a library faculty position.

Article ___ : Notices of Appointment

Note: Oregon Tech proposes that this language be moved to Article ___ : Academic Classification and Rank or to another agreed-upon Article that is more appropriate.

~~Section 1. Description.~~

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

~~Oregon Tech shall provide each faculty bargaining unit member with a timely written Notice of Appointment at the time of hire and at each annual contract renewal period, to include all of the following: that identifies, as applicable, classification, -rank, type of appointment, and the dates of appointment, compensation, and the following statement:~~

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

~~i) Classification and Rank~~

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

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

~~iv) Annual FTE~~

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

~~vi) Assigned department 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~~ Bargaining unit members 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.

~~The Employer Where practicable, Oregon Tech shall provide annual Notices of Appointments to tenure-track or tenured and tenure-track faculty bargaining unit members by email (with read receipt requested, in pdf format) or by mail, no later than July 1st no later than August 15.~~

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

~~The Employer shall provide annual Notices of Appointments to tenure track or tenured faculty by email (with read receipt requested, in pdf format) 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 reductions or eliminations, retrenchment, or performance shortcomings as demonstrated by Annual Performance Evaluations over at least two years of employment.~~

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

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

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

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

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

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

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

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

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

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

~~Section 5. Notice to the Association~~

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

~~Section 6. Lack of Renewal Notice~~

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

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

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

~~When this contract is initially ratified, if there are any employees eligible for the bargaining unit who are not in one of the categories, classifications, or ranks consistent~~

~~with Article [x] on Appointments, then they shall be assigned a category, classification, and rank that is most consistent with their current duties and job description. If the faculty disagrees with that assignment, they have the right to appeal to a committee of six individuals. One of these individuals shall be appointed by the Faculty Senate president, two by the OT AAUP President, and three shall be appointed by the Provost.~~

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