2025 OT/OTAAUP Negotiations OT-AAUP Counter Presented Apr 17, 2025

Black text – original

Orange text – OTAAUP suggested additions

Orange strikethrough – OTAAUP suggested deletions

Article 8VIII: Notices of Appointment

Section 1. Appointment and Renewal. Oregon Tech shall provide each bargaining unit member with a written Notice of Appointment signed by the President at the time of hire and at each contract renewal period that identifies, as applicable, classification, rank, type of appointment, the dates and term of appointment, annual FTE and base salary (9-month, 11-month or 12-month), position description, reporting supervisor(s) and campus assignment (for in-person classes only). The following statement shall also be included, and the following statement:

This position is subject to a Collective Bargaining Agreement ("CBA") between Oregon Tech and the Association, OT-AAUP (see:

https://www.oit.edu/provost/faculty-labor-relations) 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.

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 the effective starting date of their appointment.

Oregon Tech shall send annual Notices of Appointments to bargaining unit members by email or by mail, no later than August 15.

Section 2. Terms of Appointment. The duration of appointments shall be determined by rank and tenure status.

Tenure Track

The term of appointment for tenure-track faculty is annual.

The term of appointment for tenured faculty is indefinite.

Non-Tenure Track Instructional and Library Bargaining Unit Members

For the first two years, the term of appointment is annual.

After this two-year probationary period, the term of appointment becomes a 2-year rolling contract.

• Under normal conditions, NTT bargaining unit members will maintain a 2-year contract indefinitely. "Normal conditions" meaning the NTT bargaining unit member at least meets expectations in categories on their APE that reflect the position description for their type of appointment.

- If, in year 1, the NTT bargaining unit member fails to meet expectations in
 - a. instruction, for Instructional bargaining unit members, or
 - a. the promotion of academic information and research, for Library bargaining unit members,
 - the "rolling" component is not renewed. They will be provided with a Warning of Non-Renewal and a description of improvements that need to be made before the non-renewal notice deadline in year 2.
- If the NTT bargaining unit member is able to satisfactorily improve on the terms of their Warning notice, they will be moved back to a 2-year rolling contract.
- If the NTT bargaining unit member does not improve as per the requirements established in their Warning notice, they will receive a Notice of Non-Renewal, as described in Section 3.

Once an NTT bargaining unit member has reached Senior Instructor 2 or Professor, they shall be awarded a 3-year rolling contract.

Section 32. Warning/Notice of Non-Renewal. Oregon Tech shall send notices of non-renewal to bargaining unit members by email or regular mail in accordance with the following schedule:

Rank	Date
Tenure Track	No later than June 30 1 of the year prior to which the
	bargaining unit member's notice of appointment is set to
	expire.
Non-Tenure Track	No later than April 1 if the bargaining unit member has less
	than two (2) consecutive annual reviews.
Non-Tenure Track	No later than January 15 March 1 of the year in which the
	bargaining unit member's notice of appointment is set to
	expire. if the bargaining unit member has at least two (2)
	consecutive annual reviews.