

1 **ARTICLE 21. APPEAL FROM THE DENIAL OF TENURE OR PROMOTION**
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3 **Section 1. Scope of Article.** This Article provides the only process through which a
4 bargaining unit faculty member may appeal a decision of the Provost to deny tenure or
5 promotion. No other grievance or appeal process shall apply, except for alleged procedural
6 violations, which shall be governed by Articles 22 and 23 of this Agreement.
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8 **Section 2. Grounds for Appeal.** A decision of the Provost to deny tenure or promotion may be
9 appealed only on the following grounds: (1) whether the Provost was presented with errors of
10 fact that materially affected his or her decision; (2) whether the Provost disregarded or
11 overlooked material evidence that was provided to him or her; (3) whether material information
12 was unavailable to reviewers through no fault of the candidate; and (4) whether the Provost's
13 decision was arbitrary or capricious.
14

15 **Section 3. Appeal Guidance.** The Union and Academic Affairs will jointly be responsible for
16 providing all bargaining unit faculty members denied tenure or promotion with information
17 about the appeals process. Upon a bargaining unit faculty member's request, the Union shall
18 provide a representative to provide appropriate guidance through the process. Accordingly,
19 bargaining unit members denied tenure shall be notified in writing of their right to seek counsel
20 from the Union.
21

22 **Section 3 4. Access to Promotion and/or Tenure File.** The bargaining unit faculty member
23 may review, at any time, that portion of the promotion and/or tenure file which is open. In
24 addition, the bargaining unit faculty member may review, at any time, a ~~redacted~~ copy of the
25 closed portion of the file that has been redacted in accordance with the waiver status of the file.
26 If simple redaction would not guarantee the confidentiality of the sources of the documents in
27 accordance with the bargaining unit faculty member's signed waiver statement, such documents
28 may be replaced with substantive summaries.
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30 Requests for access to the promotion and/or tenure file must be submitted by the bargaining
31 unit faculty member in writing to the Office of Academic Affairs, who will provide the file
32 to the bargaining unit faculty member for review as soon as possible, but no later than
33 ~~within~~ 21 days ~~of~~ after the receipt of the request.
34

35 **Section 4. Election by Faculty Member.** A bargaining unit faculty member may elect either to
36 pursue his or her constitutional, statutory or common law rights with regard to a denial of
37 tenure or promotion or seek appeal under this Article. The election to pursue such statutory or
38 common law rights shall preclude the filing of an appeal under this Article regarding the
39 subject denial. The election to file an appeal under this Article shall constitute a release and
40 waiver by the bargaining unit faculty member of his or her constitutional, statutory and
41 common law claims with regard to the subject denial.
42

43 **Appeal of Tenure or Promotion Denial Where Such Notice Results in Terminal**

1 **Appointment.**
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3 **Section 5. Initiating an Appeal.** A bargaining unit faculty member who is denied tenure or
4 promotion and receives a terminal appointment may seek review of the decision by **providing**
5 **sending** a written statement of appeal to the Provost no later than 90 days following receipt of
6 the written decision denying tenure or promotion. A decision denying tenure
7 or promotion is deemed received on the day sent to the official uoregon.edu email
8 address of the bargaining unit faculty member.
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10 To be considered, the appeal statement must be signed and dated and must include the
11 following:

- 12
- 13 • the ground(s) for appeal being alleged;
- 14
- 15 • all arguments and supporting evidence the bargaining unit faculty member wishes to be
16 considered;
- 17
- 18 • proposed resolution;
- 19
- 20 • designation of a union representative (if desired); and
- 21
- 22 • whether a formal or informal process is requested.
- 23

24 The bargaining unit faculty member may elect to have the appeal considered either
25 informally or formally, but not both. In selecting the informal process, the bargaining unit
26 member waives the right to a formal hearing. In selecting the formal process the bargaining
27 unit member waives the right to use the informal process.
28

29 **Section 6. Provost's Response to Appeal.** Within 30 days of the receipt of the appeal, the
30 Provost or designee shall prepare a written response and forward the appeal, together with his
31 or her response, to the Chair of the University Promotion and Tenure Review Appeal
32 Committee (PTRAC).
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34 **Section 7. Informal Process: Review of Written Materials by PTRAC.** The PTRAC will
35 consider the appeal on the basis of the written materials, consisting of the complete and
36 unredacted tenure file, the bargaining unit faculty member's statement of appeal, and the
37 **written** response from the Provost. The PTRAC will prepare a written report based upon the
38 evidence and submit it to the Provost **and the bargaining unit faculty member** within 30 days
39 of the receipt of the appeal, or within 30 days of the start of Fall term classes, if the appeal is
40 received by the PTRAC between May 1 and the start of Fall term. Should the PTRAC
41 conclude that any of the grounds for appeal set forth in Section 2 of this Article are present, it
42 shall so advise the Provost.
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44 **Section 8. Formal Process: Review by and Hearing before PTRAC.** In addition to a

1 review of the written materials as described in Section 7, the PTRAC ~~may~~ shall conduct a
2 hearing, the purpose of which is for members of the PTRAC to ask questions of the Provost
3 or designee and the bargaining unit faculty member. PTRAC will hold a hearing within 60
4 days of the receipt of the appeal, or within 30 days of the start of the Fall term classes,
5 whichever is later. The bargaining unit faculty member and the Provost or designee will be
6 given at least five days' notice of the time and place for the hearing. The bargaining unit
7 faculty member and his or her union representative, the Provost or designee and his or her
8 representative, the University's legal counsel, and staff to the PTRAC may be present at the
9 hearing. The representatives shall be observers only. The bargaining unit faculty member
10 and the Provost or designee are responsible for any expenses incurred in having a
11 representative present.

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13 Though it is expected that all information relevant to the appeal is included in the initial appeal
14 packet, newly discovered materials or materials otherwise unavailable to the bargaining unit
15 faculty member may be submitted to PTRAC and the Provost or designee at least five days prior
16 to the hearing. No oral testimony by witnesses or additional documents will be allowed at the
17 hearing unless called for by PTRAC as part of its investigatory role.

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19 The bargaining unit faculty member has the right to have the hearing open to the public.
20 Should the bargaining unit faculty member choose to have a closed hearing, the hearing shall
21 be closed to all except the PTRAC, the bargaining unit faculty member, the bargaining unit
22 faculty member's union representative, the Provost or designee, their representatives, the
23 University's legal counsel, and staff to the PTRAC. In its investigatory role, PTRAC has the
24 sole discretion to call witnesses, though the bargaining unit member may include in his or her
25 initial filing names of individuals who may have relevant information. The deliberations of the
26 committee shall be closed to all, including the bargaining unit faculty member and the Provost
27 or designee, except for the University's legal counsel and staff to the PTRAC.

28
29 The hearing shall be recorded. The bargaining unit faculty member shall have access to the
30 redacted record of the appeal (as it exists at any given time) and to recordings of the hearing.
31 Neither the committee nor the University shall have any obligation to provide a transcript of
32 the recording.

33
34 The PTRAC will prepare a written report based upon the evidence and submit it to the
35 Provost and the bargaining unit member within 15 days of the ~~receipt~~ conclusion of the
36 ~~hearing. The committee will also provide a copy of its report to the bargaining unit faculty~~
37 ~~member.~~

38
39 **Section 9. Decision by the Provost.** The Provost will consider the report of the PTRAC,
40 through either the informal or formal process, and notify the bargaining unit faculty member in
41 writing of his or her decision on appeal within 21 days of the receipt of the PTRAC's report.

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43 **Section 10. Final Appeal to the President.** If the bargaining unit faculty member disagrees
44 with the Provost's decision on appeal, the faculty member may appeal in writing to the

1 President of the University within 10 days of the receipt of the Provost’s written decision. The
2 President will notify the bargaining unit faculty member in writing of his or her decision within
3 21 days of receipt of the written appeal. The President’s decision is final and binding and is
4 not subject to grievance, arbitration or further appeal.
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6 **Section 11. Timelines.** The bargaining unit faculty member and the PTRAC may agree in
7 writing to an extension of the response time of the PTRAC. The bargaining unit member and
8 the Provost or designee may agree in writing to an extension of the initial appeal deadline or
9 the response time of the Provost or designee. The bargaining unit member and the President
10 or designee may agree in writing to an extension of the appeal deadline to the President or the
11 response time of the President.
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13 “Days” means calendar days.
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15 **Appeal of Promotion Not Resulting in a Terminal Appointment**

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17 **Section 12. Avenue of Appeal.** A bargaining unit faculty member who is denied promotion
18 that does not result in a terminal appointment may file a grievance under Article 22, Grievance
19 Procedure, at Step 3, based only on the grounds described in Section 2 of this Article. The
20 grievance must be filed no later than 90 days from the receipt of the decision denying
21 promotion. The grievance will be heard by the Provost or designee.
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23 **Section XX. Grievance Committee.** As part of the grievance process, the Provost or
24 designee will appoint a committee of three faculty members at or above the rank to which the
25 bargaining unit faculty member seeks to be promoted. At least one of the faculty members
26 shall be appointed from a list of nominees furnished by the Union, and at least one of the
27 committee members will be a bargaining unit faculty member. The bargaining unit faculty
28 member has the prerogative of striking one committee member and requesting a replacement
29 member to be chosen by the Provost. The committee will review the promotion file and make
30 a written report to the Provost as to whether any of the grounds for appeal set forth in Section 2
31 of this Article are present.
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33 **Section XX. Decision by the Provost.** The Provost will consider the report of the committee
34 and notify the bargaining unit faculty member in writing of his or her decision on appeal
35 within 21 days of the receipt of the committee’s report.
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37 **Section XX. Final Appeal to the President.** If the Provost upholds the promotion denial, the
38 bargaining unit faculty member may appeal to the President or designee in writing, within 10
39 days of the issuance of the Provost’s decision. The President will review the file materials,
40 including the committee report, and issue a written decision to the bargaining unit faculty
41 member within 21 days of receipt of the written appeal. The President’s decision is final and
42 binding and is not subject to further grievance, arbitration or further appeal.