

# **BHE Proposal**

## **January 2025**

### **ARTICLE VIII-C POST-TENURE REVIEW**

#### **A. GENERAL**

Unit members who have held tenure for not less than six (6) years shall be eligible for post-tenure review in accordance with the provisions of this Article VIII-C.

No member of the bargaining unit shall be evaluated for promotion and reviewed under this Article VIII-C during the same academic year.

No member of the bargaining unit shall be reviewed under this Article VIII-C while on a leave of absence to serve as an academic administrator.

Any member of the bargaining unit who, by reason of illness or being on a leave of absence on a full-time basis, is disabled on April 1 from giving timely notice of their/his/her election under Section B of this Article VIII-C shall be entitled to give notice of their/his/her election within a reasonable period after their/his/her disability ceases.

#### **B. ELIGIBILITY FOR AND CONDUCT OF REVIEWS**

##### **1. Initial Post-tenure Review**

This subsection 1 shall apply to members of the bargaining unit who have not before been reviewed pursuant either to this Article VIII-C, Article VIII-C of the 2017-2020, 2014-2017, 2012-2014 or 2009-2012 predecessor agreements or to Alternative One of Article VIII-C of the 2004-2007 or 2007-2008 predecessor agreement to this Agreement. Any such member of the bargaining unit who, at the commencement of any academic year, will have held tenure for not less than six (6) academic years may, on or before the immediately preceding April 1, give to the Vice President written notice of their/his/her election to be reviewed during such academic year.

##### **2. Subsequent Post-tenure Reviews**

This subsection 2 shall apply to members of the bargaining unit who have been reviewed at any time pursuant either to this Article VIII-C, Article VIII-C of the 2017-2020, 2014-2017, 2012-2014 or 2009-2012 predecessor agreements or to Alternative One of Article VIII-C of the 2004-2007 or 2007-2008 predecessor agreement to this Agreement. Any such unit member who, at the commencement of any academic year, will have held tenure for not less than six (6) academic years since the conclusion of the academic year in which was conducted their/his/her most recent preceding review may, on or before the immediately preceding April 1, give to the Vice President written notice of their/his/her election to be reviewed during such academic year.

In the case of any such member of the bargaining unit who, at the conclusion of their/his/her most recent preceding review, ~~elected to participate~~ in a professional development plan pursuant to Section B(10), the academic year in which such preceding review occurred shall be the following:

- a. if the review conducted following completion of the professional development plan yields a rating of "3% adjustment warranted," higher than the rating given

~~in the original review,~~ the academic year in which was conducted the review following completion of the

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professional development plan shall, for the next subsequent post-tenure review, be the most recent preceding review; or

- b. if the review conducted following completion of the professional development plan(s) ~~does not yields a~~ rating of “3% adjustment warranted,” ~~higher~~ than the rating given in the original review, the academic year in which was conducted the original review shall, for the next subsequent post-tenure review, be the most recent preceding review.

### 3. Rescission of Election to Be Reviewed

An election to be reviewed during any academic year may be rescinded up until the April 1 immediately preceding the academic year during which the review is to be conducted. Thereafter, any election to be reviewed may (up until the deadline for submitting materials for the review) be rescinded only for a medical emergency. No review may be postponed for any reason.

### 4. Schedule of Eligibility for Review

Beginning with academic year 2011-2012, the schedule of eligibility for review is depicted in Section G of this Article VIII-C.

### 5. Review Period

The post-tenure review of each member of the bargaining unit shall address itself to ~~theirhis/her~~ performance during the period encompassing the lesser of all academic years (including the period of any leaves of absence) since and including either (a) the academic year in which he/she first held tenure or (b) the academic year in which was conducted ~~theirhis/her~~ most recent preceding post-tenure review; provided only that a member of the bargaining unit may elect a review period that encompasses not fewer than the seven (7) academic years immediately preceding the academic year during which the post-tenure review is to be conducted.

Beginning with academic year 2011-2012, the review periods for unit members obligated to be reviewed in their first year of eligibility for any initial or subsequent post-tenure review are depicted in Section G of this Article VIII-C.

### 6. Materials for the Review

The following materials shall be submitted for and considered in the post-tenure review of each member of the bargaining unit under this Section B. Materials must be submitted ~~that can be electronically in a format determined by the University. submitted on paper shall be submitted either electronically or on paper. Other~~ In the case of the latter, materials that cannot be submitted on paper (e.g., videos, interactive websites, etc.) shall be submitted in whatever format they exist. ~~An electronic copy of all materials may also be submitted at the unit member's discretion.~~

- a. all the materials that are described in Section D(1) (in the case of faculty) or Section D(3) (in the case of librarians) of Article VIII of this Agreement and that pertain to the period of the review; and

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- b. a statement in which the member of the bargaining unit addresses, with reference to the criteria depicted in Section A(1) (in the case of faculty) or Section A(3) (in the case of librarians) of Article VIII of this Agreement, his/her academic and professional activities, including ~~their~~~~his/her~~ continuing scholarship, during the period of the review.

All such materials shall be submitted in accordance with the University's procedures to the Vice President by ~~September 30~~December 1 of the review year.

### 7. Conduct of the Review

During the fall semester of the review year, the Department Chair of each faculty member (and of any librarian then teaching in the department) who is being reviewed under this Section B shall conduct a classroom observation in the manner described in Section D of Article VIII of the Agreement. When completed, the record of such observation shall be transmitted to the Vice President and added to the materials submitted in accordance with subsection 6.

During the fall semester of the review year, the Library Program Area Chair or Library Director, as appropriate, of each librarian who is being reviewed under this Section B shall conduct a direct observation in the manner described in Section D of Article VIII of the Agreement. When completed, the record of such observation shall be transmitted to the Vice President and added to the materials submitted in accordance with subsection 6.

If a Department Chair or Library Program Area Chair does not hold tenure or is being reviewed under this Article VIII-C, a tenured member of the department or library, as appropriate, elected by and from among the tenured members of the department or library, shall serve in the Department Chair's or Library Program Area Chair's stead for all purposes under this Article VIII-C. If a tenured member other than the Department Chair or Library Program Area Chair is not available for the purposes of this paragraph, a tenured member of a cognate department or of the library shall be elected by the tenured members of the affected department or library (or by the tenure-track members of that department or library if there are no tenured members eligible to vote).

The Dean shall conduct and complete ~~their~~ review by April 1st of the review year. The Dean may ~~In doing so, he/she may~~ consult with the Department Chair of the unit member's department or, in the case of librarians, with the Library Director or the Library Program Area Chair, as appropriate, in conducting their review. The Dean shall record ~~their~~~~his/her~~ determination that the unit member's work is rated "no adjustment warranted," "3% adjustment warranted" or "6% adjustment warranted" and shall set forth clear and convincing reasons for it. The Dean shall submit their review to the Vice President for review by April 1. Within seven (7) days of receipt of the Dean's review the Vice President shall either "concur" with the Dean's review or "not concur," in which case the Vice President shall set forth the reasons for their decision. Promptly upon the completion of all such reviews and the transmittal of each to the member of the bargaining unit to whom it pertains, the Vice President shall transmit to the Chapter President a list on which is set out the name of and the rating given to each such member of the bargaining unit.

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Within ten (10) days following receipt of the Vice President~~Dean~~'s decision, the unit member shall have the right to submit a response to the decision for inclusion with the review material and, within ten (10) days thereafter, shall have the right, in company (at the unit

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member's discretion) with an Association representative, to discuss with the Vice President the Dean and/or Vice President's assessment. Within five (5) days following such meeting, the Vice PresidentDean, who shall not have the authority to reduce a rating but may increase one, shall communicate their/his/her final assessment to the unit member in writing. Promptly upon the completion of all such final assessments and the transmittal of each to the member of the bargaining unit to whom it pertains, the VicePresident shall transmit to the Chapter President a list on which is set out the name of and the final rating given to each such member of the bargaining unit.

~~Within five (5) days following his/her receipt of the Dean's final assessment, the unit member may elect, by a written notice, to appeal the Dean's assessment to the President. At the request of the unit member made with such notice, the President, within ten (10) days thereafter, shall convene a meeting with the unit member, in company (at the unit member's discretion) with an Association representative, to discuss the Dean's assessment. Within five (5) days following such meeting (or within five (5) days following the written notice of appeal if no such meeting has been requested), the President, who shall not have the authority to reduce a rating, shall communicate his/her decision to the unit member in writing.~~

~~Promptly after making all such decisions on appeal and transmitting each to the member of the bargaining unit to whom it pertains, the President shall transmit to the Chapter President a list on which is set out the name of and the rating given to each such member of the bargaining unit.~~

### 8. Effect of Ratings

A rating of "6% adjustment warranted" shall yield a base salary increase of 6%; a rating of "3% adjustment warranted" shall yield a base salary increase of 3%; and a rating of "no adjustment warranted" shall yield no base salary increase. Each base salary increase shall be based on the unit member's salary as it was on the preceding October 1 and shall have effect on the preceding July 1.

A rating of "no adjustment warranted" shall not affect a unit member's eligibility for promotion.

### ~~9. Funding of Post tenure Review Increases~~

~~From and after academic year 2011-2012, each University shall annually expend in the form of base salary increases under these provisions not less than an amount equal to one-half of one percent (0.5%) of the full-time unit payroll as such payroll is on April 1 of the year during which the reviews are being conducted. Such amount shall, if necessary, be adjusted as follows at each University:~~

- ~~a. the undertaking to expend not less than an amount equal to one-half of one percent (0.5%) of the full-time unit payroll during each academic year is premised on the supposition that twenty-five percent (25%) of the tenured unit members at such University will be reviewed during each such year;~~
- ~~b. in the event, therefore, that either more or fewer than twenty-five percent (25%) of the tenured members of the bargaining unit are reviewed at such~~

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~~University in any such year, then the amount minimally required to be expended in such year for post-tenure reviews at such University shall be one-~~

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~~half of one percent (0.5%) of the full-time unit payroll at such University multiplied by the fraction equal to (y), the number of tenured members of the bargaining unit at such University who are to be reviewed in such year, divided by (z), the number equal to twenty-five percent (25%) of the tenured members of the bargaining unit at such University. This calculation shall be done as of the April 1 preceding the conduct of the post-tenure reviews to the funding of which the calculation pertains.~~

### 10.9. Professional Development Plan

A unit member who receives a final rating of ~~either “3% adjustment warranted” or “no adjustment warranted” shall be required thereupon have the right to make the following election:~~

~~(i) to engage in a professional development plan for the following academic year and in the manner described below; or (ii) to take no further action.~~

Following completion of a professional development plan, a further review will be conducted in accordance with the provisions of subsections 5, 6 and 7 above. The review period shall comprise the review period of the review that occasioned the professional development plan and the period during which the unit member was engaged in the professional development plan itself.

~~A member of the bargaining unit whose original rating was “no adjustment warranted” may, following completion of a professional development plan, receive a rating of “no adjustment warranted,” or “3% adjustment warranted,” or “6% premium adjustment warranted.” A member of the bargaining unit whose original rating was “3% standard adjustment warranted” may, following completion of a professional development plan, receive a rating of “standard 3% adjustment warranted.” If a rating of “3% adjustment warranted” is received, the unit member will no longer be required to participate in a professional development plan and the unit member will be awarded the 3% adjustment, effective the July 1 following the successful completion of the professional development plan. If a second rating of “no adjustment warranted” is received, the member of the bargaining unit will be required to participate in an additional professional development plan in the subsequent academic year. (affording no additional base salary increase payment) or “6% premium adjustment warranted” (affording an additional payment in the amount of the difference between the “standard” and “premium” award rates in effect at the time of the original review three percent (3%) base salary increase). Payments shall be made to the unit member on or before May 31 of the review year. The base salary increase, if any, shall be effective on the then preceding July 1, as described in subsections 8 and 9 above.~~

~~If a unit member elects a The professional development plan, it will be established and implemented as follows, regardless of whether the responsibility for the review conducted in subsection 7 of this Article was assigned to the Dean.~~

- a. The Dean shall prescribe the plan of professional development, including its duration, by May 15th of the review year after consultation with the Department Chair, the Library Director or the Library Program Area Chair, as may be appropriate, and with the unit member. The unit member shall have



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the right to bring an Association representative to any meeting with the Dean when the plan of professional development is being discussed.

- b. The plan of professional development shall prescribe the action that should be undertaken during the subsequent academic year to improve the unit member's performance and the criteria that will be used to determine whether the unit member's rating shall be increased. The University shall bear any reasonable and required costs associated with the completion of the plan of professional development, ~~including the cost of workload reductions necessary to complete the plan~~. The plan of professional development under this Article VIII-C is different and separate from the plan described in Article XIV of this Agreement.

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- c. The content of the plan of professional development may be appealed to the ~~President~~Vice President within seven (7) days. The unit member shall have the right to meet with the ~~President~~Vice President to discuss the appeal and to bring an Association representative to such meeting. The ~~President~~Vice President shall decide on the content of the plan within seven (7) days following ~~their~~his/her meeting with the unit member.
- d. At the conclusion of the period of professional development, and by May 31st of the final year of the plan ~~(or sooner if a request is made under paragraph (h))~~, the unit member's performance shall be evaluated by the Dean and then submitted to the Vice President for the Vice President to "concur" or "not concur." Should the Vice President "not concur" they will provide the reasons for such decision.
- e. If the unit member receives Dean gives the unit member's work the same rating ~~it was~~ given in the initial review, the unit member will be required to ~~may elect to~~ participate in an extended/revised plan of professional development for the following a period not to exceed an additional academic year. Implementation of the plan shall be governed by the preceding paragraphs (a), (b) and (c).
- f. After completion of the second plan of professional development ~~(or sooner if a request is made pursuant to paragraph (h))~~, the unit member shall again be evaluated in accordance with the preceding paragraph (d).
- g. If the unit member receives a rating of "no adjustment warranted" Dean gives the unit member's work after the second professional development plan, the the same rating professional development plan shall continue upon the unit member's choosing. ~~it was given at the completion of the first professional plan, the process may repeat itself in accordance with the preceding paragraphs (e) and (f).~~
- h. ~~During the period when a unit member is engaged in a plan of professional development, he/she shall be entitled to be re-evaluated upon his/her request by the Dean in order to try to improve his/her rating. A re-evaluation shall be done in accordance with the procedure described in the preceding paragraph (d) within thirty (30) days of the request.~~

### 11.10. Grievances

No decision made under this Section B, whether a decision concerning a rating, the content of a professional development plan or any other, shall be subject to the Grievance Procedure of Article XI; and grievances may be filed and pursued under Article XI only concerning adherence ~~(i)~~ to the procedures for review set out in this Section B, and (ii) to the requirement that each University expend not less than the percentage of the full-time unit payroll prescribed by Section B(9).

### 12.11. Report of Expenditures

On or before May 31 of each year, the President shall report to the Chapter President

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(i) ~~the full-time unit payroll as it was at the University on the preceding April 1, and~~  
(ii) the amount awarded to each member of the bargaining unit at the University during such academic year pursuant to the preceding subsection 8.

C. MISCELLANEOUS

1. Application of Article IX

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Nothing in this Article shall limit, or constitute a condition precedent to, the application of any provision of Article IX, Section E, of the Agreement.

### 2. Use of Record under Article IX

No record of any evaluation conducted or any action taken pursuant to any post-tenure review shall be introduced into the record of, or otherwise used in connection with, any proceeding conducted pursuant to Article IX, Section E, of the Agreement. The following items produced or implemented under this Article shall constitute the record to which the prohibition of this subsection 2 applies:

- a. ratings of satisfactory or unsatisfactory, exemplary, meritorious, not acceptable, no adjustment warranted, 3% adjustment warranted and 6% adjustment warranted;
- b. classroom observations;
- c. professional development plans;
- d. penalties;
- e. statements submitted pursuant to Section C(5)(b) or D(3)(b)(v) of the 2004-2007 and 2007-2008 predecessor agreements to this Agreement; or
- f. statements submitted pursuant to Section B(2)(e) of the 2001-2003 predecessor agreement to this Agreement.

### D. CONTINUING APPLICATION

Subject only to such agreements as the parties may hereafter make, post-tenure reviews shall continue from and after July 1, 2023, in accordance with the provisions of this Article VIII-C; and, subject as aforesaid, base salary increases shall continue to be granted on and after July 1, 2023, in accordance with the provisions of Section B.

### E. FORMULARY ADJUSTMENTS FOR COMPRESSION AND INVERSION

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### F. SEQUENCE OF PAYMENTS

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### G. POST-TENURE REVIEW ELIGIBILITY TABLE

Descriptions for years shown after June 30, 2023, are for purposes of illustration only and are not binding on the parties except as otherwise agreed in Article XXI.

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<b>For unit members who:</b>	<b>Eligibility begins<sup>2</sup>:</b>	<b>If reviewed during first year of eligibility, the review period is:</b>
Were granted tenure with effect on 9-1-05	9-1-11	9-1-05 through 8-31-11
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements	9-1-11	At least from 9-1-05 through 8-31-11, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-06	9-1-12	9-1-06 through 8-31-12
Were reviewed under Alternative One during AY 2005-2006	9-1-12	9-1-05 through 8-31-12
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements and had not returned to unit status by 9-1-11	9-1-12	At least from 9-1-06 through 8-31-12, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-05 but were on academic administrative leave during AY 11-12	9-1-12	9-1-05 through 8-31-12
Were granted tenure with effect on 9-1-07	9-1-13	9-1-07 through 8-31-13
Were reviewed under Alternative One during AY 2006-2007	9-1-13	9-1-06 through 8-31-13
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements and had not returned to unit status by 9-1-12	9-1-13	At least from 9-1-07 through 8-31-13, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-06 but were on academic administrative leave during AY 12-13	9-1-13	9-1-06 through 8-31-13
Were granted tenure with effect on 9-1-08	9-1-14	9-1-08 through 8-31-14
Were reviewed under Alternative One during AY 2007-2008	9-1-14	9-1-07 through 8-31-14
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements and had not returned to unit status by 9-1-13	9-1-14	At least from 9-1-08 through 8-31-14, but unit member may elect any longer period back to effective date of tenure.

<sup>2</sup> Once eligible, the unit member remains eligible until reviewed under this procedure.

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Were granted tenure with effect on 9-1-07 but were on academic administrative leave during AY 13-14	9-1-14	9-1-07 through 8-31-14
Were granted tenure with effect on 9-1-09	9-1-15	9-1-09 through 8-31-15
Were reviewed under Alternative One during AY 2008-2009	9-1-15	9-1-08 through 8-31-15
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements and had not returned to unit status by 9-1-14	9-1-15	At least from 9-1-09 through 8-31-15, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-08 but were on academic administrative leave during AY 14-15	9-1-15	9-1-08 through 8-31-15
Were granted tenure with effect on 9-1-10	9-1-16	9-1-10 through 8-31-16
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements and had not returned to unit status by 9-1-15	9-1-16	At least from 9-1-10 through 8-31-16, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-09 but were on academic administrative leave during AY 15-16	9-1-16	9-1-08 through 8-31-16
Were granted tenure with effect on 9-1-11	9-1-17	9-1-11 through 8-31-17
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012 agreement, and had not returned to unit status by 9-1-16	9-1-17	At least from 9-1-11 through 8-31-17, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-10 but were on academic administrative leave during AY 16-17	9-1-17	9-1-08 through 8-31-17
Were granted tenure with effect on 9-1-12	9-1-18	9-1-12 through 8-31-18
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012 or 2014-2017 agreements, and had not returned to unit status by 9-1-17	9-1-18	At least from 9-1-12 through 8-31-18, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-11 but were on academic administrative leave during AY 17-18	9-1-18	9-1-11 through 8-31-18

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Were granted tenure with effect on 9-1-13	9-1-19	9-1-13 through 8-31-19
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012 or 2014-2017 agreements, and had not returned to unit status by 9-1-18	9-1-19	At least from 9-1-13 through 8-31-19, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-12 but were on academic administrative leave during AY 18-19	9-1-19	9-1-12 through 8-31-19
Were granted tenure with effect on 9-1-14	9-1-20	9-1-14 through 8-31-20
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012 or 2014-2017 agreements, and had not returned to unit status by 9-1-19	9-1-20	At least from 9-1-14 through 8-31-20, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-13 but were on academic administrative leave during AY 19-20	9-1-20	9-1-13 through 8-31-20
Were granted tenure with effect on 9-1-15	9-1-21	9-1-15 through 8-31-21
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012, 2014-2017 or 2017-2020 agreements, and had not returned to unit status by 9-1-20	9-1-21	At least from 9-1-15 through 8-31-21, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-14 but were on academic administrative leave during AY 20-21	9-1-21	9-1-14 through 8-31-21
Were granted tenure with effect on 9-1-16	9-1-22	9-1-16 through 8-31-22
Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012, 2014-2017 or 2017-2020 agreements, and had not returned to unit status by 9-1-21	9-1-22	At least from 9-1-16 through 8-31-22, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-15 but were on academic administrative leave during AY 21-22	9-1-22	9-1-15 through 8-31-22
Were granted tenure with effect on 9-1-17	9-1-23	9-1-17 through 8-31-23

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Were tenured on 9-1-04 but were not reviewed under Alternative One under the 2004-2007 or 2007-2008 agreements, or under Article VIII-C of the 2009-2012, 2014-2017 or 2017-2020 agreements, and had not returned to unit status by 9-1-22	9-1-23	At least from 9-1-17 through 8-31-22, but unit member may elect any longer period back to effective date of tenure.
Were granted tenure with effect on 9-1-16 but were on academic administrative leave during AY 22-23	9-1-23	9-1-16 through 8-31-22