

1 UNITED ACADEMICS PROPOSAL

2  
3 PROMOTION AND TENURE

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5 ~~Section 9. Promotion and/or Tenure~~

6 **Preamble.** The Parties recognize that promotion and tenure are acknowledgements of a  
7 bargaining unit member’s professional growth, merit, and expertise in their field. Promotions  
8 recognize excellence, growth and professional development of the bargaining unit member since  
9 the time of hire or since the time of previous promotion, whichever is most recent.

10  
11 **Section 1. General Guidelines.** Except where explicitly altered by this Agreement, promotion  
12 and tenure processes for bargaining unit members will be conducted in a manner consistent with  
13 university policies and procedures described in the *Promotion and Tenure Guidelines on the*  
14 *Faculty Affairs website*. Any additional policies governing promotion and tenure at the college  
15 or unit level must be consistent with this Agreement and university policy, and such policies  
16 must be made available to bargaining unit members. The granting of tenure and/or promotion is  
17 never automatic or routine and is based on evaluation relative to the duties in the position  
18 description.

19  
20 The Employer will inform bargaining unit members of the date of eligibility for promotion  
21 and/or tenure in the Notice of Appointment. ~~Fixed-term employees are eligible for promotion~~  
22 ~~when both of the following conditions are met: at least four years have elapsed since their initial~~  
23 ~~hire date or last promotion and they have accumulated a minimum of 3.0 FTE years in service.~~

24  
25 Supervisors will inform ~~tenure-track~~ bargaining unit members of their progress towards  
26 promotion and/or tenure using ~~a review~~ **Periodic Review of Faculty, as described in Article XX,**  
27 and, if applicable, the Midterm Review. At the point a bargaining unit member is evaluated,  
28 responsibility for promotion and/or tenure recommendations rests principally with the senior  
29 members of the faculty, academic unit heads, and academic deans. Final responsibility and  
30 approval for granting tenure rests with the Provost.

31  
32 In cases where a bargaining unit member holds a joint appointment, as defined by Article XX,  
33 they will be informed about the processes for their promotion and/or tenure at the time of **initial**  
34 **hire or appointment**. If not expressly modified at the time of hire or appointment, a single  
35 academic unit serves as a bargaining unit member’s promotion and/or tenure home. **That unit**  
36 **coordinates and conducts the promotion and/or tenure review, as specified by university policy**  
37 **and time-of-hire documentation.**

38  
39 Academic units and colleges should consider including Promotion and Tenure Review  
40 Committee members external to their academic unit when evaluating candidates who work in  
41 locations remote from the majority of the academic unit’s faculty members.

42  
43 **Section 2. Fixed-Term Faculty.** Bargaining unit members in the Fixed-Term classification are  
44 not eligible for indefinite tenure, but are eligible for promotion within their category.

1 An unsuccessful promotion review will not impact the candidate's continued employment, and  
2 they may choose, in consultation with their unit head, to reapply for promotion at a later date.

3  
4 Bargaining unit members in the Fixed-Term classification will engage with their unit head to  
5 initiate and request promotion no later than Spring term of the year preceding the promotion  
6 review year. ~~If after discussion with the unit head the bargaining unit member wishes to proceed,~~  
7 † The unit head will initiate the promotion review process during the Spring term of the year  
8 preceding the promotion review year. Bargaining unit members in the Fixed-Term classification  
9 are not required to request promotion when they are eligible; they may request promotion in a  
10 later year or forego it altogether.

11  
12 **Bargaining unit members in the Fixed-Term Instructional and Fixed-Term Faculty Research**  
13 **categories are eligible for promotion when both of the following conditions are met: at least four**  
14 **years have elapsed since their initial hire date or last promotion, and they have accumulated a**  
15 **minimum of 3.0 FTE years in service since their initial hire date or last promotion.** Bargaining  
16 unit members in the Fixed-Term Instructional; ~~and Fixed-Term Faculty Research Assistant, and~~  
17 ~~Fixed-Term Research Associate~~ **Research** categories are eligible to initiate the promotion review  
18 in the Spring term of their third year in rank so that their promotion review occurs during their  
19 fourth year in rank and they may be promoted at the end of their fourth year in rank.

20  
21 **Bargaining unit members in the Fixed-Term Professorial categories are eligible for promotion**  
22 **when both of the following conditions are met: at least six years have elapsed since their initial**  
23 **hire date or last promotion, and they have accumulated a minimum of 4.5 FTE years in service**  
24 **since their initial hire date or last promotion.** Bargaining unit members in Fixed-Term  
25 Professorial categories are eligible to initiate the promotion review in the Spring term of their  
26 fifth year in rank so that their promotion review occurs during their sixth year in rank and they  
27 may be promoted at the end of their sixth year in rank.

28  
29 **Section 3. Tenure-Track Faculty.** Only bargaining unit members in the Tenure-Track  
30 classification are eligible for indefinite tenure.

31  
32 **Promotion from Assistant Professor to Associate Professor:**

33 Bargaining unit members, **unless granted an extension as described in Section 4,** ~~are generally~~  
34 **must be** considered for tenure during or before their sixth year in the Tenure-Track classification,  
35 except for some bargaining unit members employed by the College of Earth, Ocean, and  
36 Atmospheric Sciences (CEOAS). Upon completion of the tenure review, the bargaining unit  
37 member must be granted indefinite tenure or be given a year's timely notice that their  
38 appointment will not be continued. Promotion to Associate Professor generally occurs when  
39 tenure is granted.

40  
41 Before the end of the Fall term of the academic year prior to the year in which the tenure  
42 decision is required, the academic unit will communicate timelines and responsibilities of the  
43 tenure review process to candidates who will be eligible in the following year. **For most**  
44 **bargaining unit members, this communication will happen in the Fall term of their fifth year.**

1 Bargaining unit members employed by CEOAS **may instead be considered for tenure during**  
2 **promotion to Professor; they** will be ~~notified of the expectations related to~~ **informed about** the  
3 ~~processes of~~ **for their** promotion and/or tenure ~~in their offer letters~~ **at the time of hire.**

4  
5 **Promotion from Associate Professor to Professor:**

6 Except for bargaining unit members employed by ~~the College of Earth, Ocean, and Atmospheric~~  
7 ~~Sciences (CEOAS) who are not tenured at the Associate level~~ **considered for tenure during**  
8 **promotion to Professor**, an unsuccessful review for promotion to Professor will not impact the  
9 candidate's continued employment, and they may choose to reapply for promotion at a later date.  
10 Bargaining unit members who wish to be considered for promotion from Associate Professor to  
11 Professor will initiate the promotion review by notifying their academic unit head in the Fall  
12 term of the year preceding the promotion review year. Bargaining unit members are not required  
13 to request promotion to Professor when they are eligible; they may request promotion in a later  
14 year or forego it altogether.

15  
16 ~~Bargaining unit members employed by College of Earth, Ocean, and Atmospheric Sciences~~  
17 ~~(CEOAS), who are not tenured at the Associate level, will be notified of the expectations related~~  
18 ~~to informed about the process of promotion and/or tenure in writing.~~

19  
20 **Section 4. Extension of the Tenure Clock.** Under extenuating circumstances, a bargaining unit  
21 member can request of the Provost or the Provost's designee that the tenure clock be extended.  
22 Requests for extension of the tenure clock should come at the time of the extenuating  
23 circumstances and will not be accepted after June 1 of the calendar year preceding the calendar  
24 year in which the tenure decision will be made.

25  
26 A one-year extension of the tenure clock will be granted for qualifying ~~OFLA/FMLA~~ **family and**  
27 **medical** leave that extends for three months or more.

28  
29 If a bargaining unit member receives approval for a tenure clock extension **for any reason**, all  
30 ~~external reviewers will be informed to~~ evaluate the dossier without prejudice, as if the candidate  
31 had been on probationary status for the standard five years.

32  
33 **Section 105. Midterm Reviews.** Midterm Reviews of Tenure-Track bargaining unit members  
34 will be conducted consistent with the process established in the *Promotion and Tenure*  
35 *Guidelines on the Faculty Affairs website*. Midterm Reviews will usually be conducted during  
36 the final term of the third year of the initial appointment. For bargaining unit members whose  
37 probationary service has been either shortened for prior service or lengthened for extenuating  
38 circumstances, the review will be done during the year which best equates to the midpoint in the  
39 bargaining unit member's probationary service.

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41 **Section 116. Post-Tenure Review.** Post-Tenure Reviews of bargaining unit members will be  
42 conducted consistent with the process established in the *Post-Tenure Review* procedures **on the**  
43 **Faculty Affairs website. A Post-Tenure Review is to be performed if:**

- 44 a. requested by a bargaining unit member;  
45 b. requested by the academic unit head or supervisor after one negative Periodic Review of  
46 Faculty (PROF); or

1 c. a bargaining unit member receives two consecutive negative PROFs.  
2

3 A negative PROF is defined as receiving an overall evaluation of “failed to meet expectations of  
4 satisfactory performance.”  
5

6 In the event that a Post-Tenure Review leads to a performance improvement plan, a second Post-  
7 Tenure Review will be initiated upon completion of the performance improvement plan. An  
8 unsuccessful second Post-Tenure Review may result in a redistribution of effort, or reassignment  
9 within the academic unit as determined by the academic unit head in consultation with the  
10 academic unit’s Promotion and Tenure Review Committee chair. Reduction in rank or  
11 imposition of sanctions are not appropriate outcomes of an unsuccessful second Post-Tenure  
12 Review.  
13

14 Any redistribution of effort or reassignment within the academic unit determined as the result of  
15 an unsuccessful second Post-Tenure Review must be reviewed by a standing faculty committee  
16 elected for that purpose at the level of the college. This committee shall forward the results of its  
17 review and the academic unit’s recommendation to the Dean or Equivalent and to the Provost.  
18

19 Until the college-level review is complete, no action based on the second Post-Tenure Review  
20 can be taken by the Employer.  
21

22 This Article is not intended to limit the ability of the Employer to pursue discipline for cause, as  
23 described in Article XX, unrelated to the Post-Tenure Review process.