

1 UNITED ACADEMICS PROPOSAL

2
3 PROMOTION AND TENURE

4
5 ~~Section 9. Promotion.~~

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

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

21
22 The Employer will inform bargaining unit members of the date of eligibility ~~of a position~~ for
23 promotion and/or tenure in the Notice of Appointment. **An annual appointment at any FTE**
24 **counts as one year of service toward promotion.**

25
26 Supervisors will inform ~~tenure-track~~ bargaining unit members of their progress towards
27 promotion and/or tenure using ~~Annual Reviews~~ ~~of~~ and, if applicable, the Midterm Review. At
28 the point a ~~tenure-track~~ bargaining unit member is evaluated, responsibility for promotion and/or
29 tenure recommendations rests principally with the senior members of the faculty, academic unit
30 heads, and academic deans. Final responsibility ~~for awarding~~ ~~granting~~ **tenure** rests with the
31 Provost ~~and Executive Vice President.~~

32
33 In cases where a ~~tenure-track~~ bargaining unit member holds a joint ~~or multiple~~ appointments,
34 they will be informed about their promotion and/or tenure process **at the time of hire or**
35 **appointment.** If not expressly modified at the time of hire **or appointment,** a single academic unit
36 serves as a bargaining unit member’s **promotion and/or** tenure home ~~even in cases of joint~~
37 ~~appointment.~~ That unit coordinates and conducts the **promotion and/or tenure** review, as
38 specified by university policy and time-of-hire documentation.

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

43
44 ~~Any individuals involved in Promotion and Tenure review must ensure that their participation in~~
45 ~~no way undermines the objectivity of the evaluation process. A conflict of interest occurs and~~
46 ~~must be declared when the evaluating party could realize personal, financial, or professional, or~~

1 ~~other gain or loss as a result of the outcome of the promotion and tenure process, or when the~~
2 ~~objectivity of the evaluating party could be impaired by virtue of the relationship to the~~
3 ~~candidate.~~
4

5 **Section 2. Fixed-Term Faculty.** Bargaining unit members in the Fixed-Term classification are
6 not eligible for indefinite tenure, but are eligible for promotion within their category.
7

8 An unsuccessful promotion review will not impact the candidate's continued employment, and
9 they may choose to reapply for promotion at a later date.
10

11 Bargaining unit members in the Fixed-Term classification will initiate promotion by notifying
12 their academic unit head by Spring term of the year preceding the promotion review year.
13 Bargaining unit members in the Fixed-Term classification are not required to request promotion
14 when they are eligible; they may request promotion in a later year or forego it altogether.
15

16 Bargaining unit members in the Fixed-Term Instructional and Fixed-Term Research categories
17 are eligible to initiate the promotion review in the Spring term of their third year in rank so that
18 their promotion review occurs during their fourth year in rank and they may be promoted at the
19 end of their fourth year in rank.
20

21 Bargaining unit members in Fixed-Term Professorial categories are eligible to initiate the
22 promotion review in the Spring term of their fifth year in rank so that their promotion review
23 occurs during their sixth year in rank and they may be promoted at the end of their sixth year in
24 rank.
25

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

29 **First Promotion:**

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

37 Before the end of the Fall term of the academic year prior to the year in which the tenure
38 decision is required, the academic unit head will initiate the candidate's review for tenure by
39 requesting the candidate submit their dossier. For most bargaining unit members, this request
40 will happen in the Fall term of their fifth year.
41

42 Bargaining unit members employed by CEOAS may instead, if so stated in their time-of-hire
43 documentation, be considered for tenure during or before their twelfth year in the Tenure-Track
44 classification. Bargaining unit members on a twelve-year tenure clock will have a promotion
45 review on or before their sixth year in rank. Before the end of the Fall term of the academic year
46 prior to the year in which the tenure decision is required, the academic unit head will initiate the

1 candidate's review for promotion by requesting the candidate submit their dossier. A successful
2 review will result in promotion to Associate Professor without tenure, while an unsuccessful
3 review will result in the bargaining unit member being given a year's timely notice that their
4 appointment will not be continued.

5
6 **Second Promotion:**

7 Except for bargaining unit members on a twelve-year tenure clock, an unsuccessful second
8 promotion review will not impact the candidate's continued employment, and they may choose
9 to reapply for promotion at a later date. Bargaining unit members not on a twelve-year tenure
10 clock who wish to be considered for promotion from Associate Professor to Professor will
11 initiate the promotion review by notifying their academic unit head in the Fall term of the year
12 preceding the promotion review year. Except for bargaining unit members on a twelve-year
13 tenure clock, bargaining unit members are not required to request promotion to Professor when
14 they are eligible; they may request promotion in a later year or forego it altogether.

15
16 For bargaining unit members on a twelve-year tenure clock, they must be considered for tenure
17 during or before their sixth year in the Associate Professor rank. Before the end of the Fall term
18 of the academic year prior to the year in which the tenure decision is required, the academic unit
19 head will initiate the candidate's review for tenure and promotion by requesting the candidate
20 submit their dossier. Upon completion of the tenure review, the bargaining unit member must be
21 granted indefinite tenure or be given a year's timely notice that their appointment will not be
22 continued. Promotion to Professor generally occurs when tenure is granted.

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

29
30 A one-year extension of the tenure clock will be granted for leave that extends for three months
31 or more.

32
33 If a bargaining unit member receives approval for a tenure clock extension for any reason, all
34 reviews will evaluate the dossier without prejudice, as if the candidate had been on probationary
35 status for the standard five years.

36
37 **Section 5. Midterm Reviews.** Midterm Reviews of Tenure-Track bargaining unit members will
38 be conducted consistent with the process established in the *Promotion and Tenure Guidelines* on
39 the Faculty Affairs website. Midterm Reviews will usually be conducted during the final term of
40 the third year of the initial appointment. For bargaining unit members whose probationary
41 service has been either shortened for prior service or lengthened for extenuating circumstances,
42 the review will be done during the year which best equates to the midpoint in the bargaining unit
43 member's probationary service.

1 **Section 6. Post-Tenure Review.** Post-Tenure Reviews of bargaining unit members will be
2 conducted consistent with the process established in the *Post-Tenure Review* procedures on the
3 Faculty Affairs website. A Post-Tenure Review is to be performed if:

- 4 a. requested by a bargaining unit member;
- 5 b. requested by the academic unit head or supervisor after one negative Annual Review; or
- 6 c. a bargaining unit member receives two consecutive negative Annual Reviews.

7
8 A negative Annual Review is defined as receiving an overall evaluation of “failed to meet
9 expectations of satisfactory performance.”

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

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

23
24 Until the college-level review is complete, no action based on the second Post-Tenure Review
25 can be taken by the Employer.

26
27 This Article is not intended to limit the ability of the Employer to pursue discipline for cause, as
28 described in Article XX, unrelated to the Post-Tenure Review process.