

**ARTICLE X, DEPARTMENT OR DIVISION PROCEDURES GOVERNING TENURE, PROMOTION, AND CONTRACT RENEWAL (2015-2017 UHPA-BOR Contract)**

**A. DEPARTMENT PROCEDURES**

Each Department or Division, or comparable unit within the University, shall put in writing, and approve through a majority vote of the bargaining unit Faculty Members, procedures or policies that will include, but are not limited to, tenure, promotion, and contract renewal evaluations and recommendations, and recommendation of the Department or Division Chair (DC). If such procedures have not been written and approved within six (6) months of the execution of this Agreement, the Employer and Union shall develop such procedures for the Department or Division.

**B. MINIMUM REQUIREMENTS FOR DEPARTMENT PROCEDURES**

Written Department or Division Personnel Committee (DPC) procedures shall at a minimum provide for (a) secret ballot voting at all final votes, (b) strict exclusion from voting of any individual who is not a tenured Bargaining Unit 07 member over the tenure or contract renewal of another Faculty Member, (c) that only Faculty Members of equal or higher rank to which the applicant has applied can vote on applications for promotions, (d) procedures for the orderly review of dossiers at the Department or Division level, and (e) that the determination of the Department's or Division's recommendation for DC to the Dean or Director, or other appropriate administrator, shall be based on a majority vote of all bargaining unit Faculty Members in the Department or Division.

For the John A. Burns School of Medicine Departments that have fewer than five (5) eligible tenured Faculty Members, the Union and the Employer agree to allow non-tenure track bargaining unit members to serve on the Department personnel committees and to vote on the promotion applications of non-tenure track faculty when their equivalent rank (Associate or Full Professor) is equal to or higher than the rank of that for which the applicant has applied.

Non-tenure track bargaining unit members may participate in the establishment of DPC policies and procedures and they may also take part in the discussions of the Personnel Committee if the Department or Division has voted to include these Faculty Members in such deliberations.

The DPC policies and procedures may include provisions for an individual candidate to exclude participation by other department members where the candidate believes that a conflict exists that would prevent the Faculty Member's fair evaluation of a tenure or promotion application made by the candidate.

Department or Division Chairs, and other bargaining unit members serving in similar capacities such as those with the title Director, shall not participate by voice, vote, presence, or in any other form of communication in the deliberations of the DPC over individual tenure and promotion applications.

The Library Personnel Committee for the University of Hawaii at Manoa Library Services shall operate under the policies and procedures approved on September 12, 1997 and function as a DPC. All tenured Librarians are eligible for election to the Library Personnel Committee, including tenure, promotion, and reappointment applications. Librarians holding the title of Department Head shall be eligible to serve on the Library Personnel Committee, provided that they will be excused from deliberation and voting in cases involving candidates for whom they serve as Intermediate Supervisor or Department Head.

### **C. REVIEW OF PROCEDURES**

1. Written DPC procedures shall be submitted through the Dean or Director to the appropriate Chancellor and the union for approval, which shall not be unreasonably withheld.
2. These procedures shall comply with the terms of this Agreement, Board of Regents' policies, and administrative guidelines.
3. Copies of the approved DPC procedures will be filed with the Union. Copies shall also be retained in the office of the Dean/Director or Chancellor at UH-West Oahu.

### **D. AMENDMENTS OF PROCEDURES**

1. Amendments to DPC procedures may be recommended from time to time at the discretion of the Department, Division, or comparable unit.
2. The proposed amendment shall be sent through the Dean or Director to the appropriate Chancellor and the union for review and approval, which shall not be unreasonably withheld. Approved amended procedures shall be filed with the Union and the Dean/Director or Chancellor at UH-West Oahu.

## **ARTICLE XII, TENURE AND SERVICE (2015-2017 UHPA-BOR Contract)**

### **A. DEFINITIONS**

As used in this Agreement, the term:

1. "Academic tenure" means the right of Faculty Members to permanent or continuous service in the University.
2. "Probationary period" means the period of assessment of eligible Faculty Members prior to the awarding of tenure.
3. "Temporary appointments" means Faculty Members on Limited Term Contracts, Visiting Faculty, and lecturers who are not eligible for tenure.

### **B. TENURE UPON INITIAL APPOINTMENT**

The President may grant tenure upon the initial appointment to Faculty Members who have previously held tenure at a comparable institution, pursuant to BOR Policy and Executive Policy.

### **C. PROBATIONARY PERIOD**

#### 1. Probationary Service.

- a. The probationary period begins when the Faculty Member first holds a tenure track appointment effective on or after July 1 and prior to October 2 of full-time service.
- b. The probationary period ends by the granting of tenure, the refusal of tenure by the Employer, or the non-renewal of appointment. During this period, probationers do not have a claim to their position and the Employer, through its officers, may exercise its prerogative of non-appointment without a statement of reasons.
- c. "Full-time probationary service" eligible for credit toward academic tenure must consist of teaching and/or research and/or extension and/or specialized work in the University in Ranks 2, 3, 4, and 5 in the A, B, or S classification, or in Ranks 3, 4, and 5 in I or R classification, or in Ranks II, III, IV, and V of the C classification in the Community Colleges. In absence of agreement to the contrary, service on a terminal year contract does not count as probationary service.

#### 2. Duration of Probationary Period.

- a. The probationary period is five (5) probationary years while in salary classifications A-2, B-2, S-2, I-3, R-3, A-3, B-3, S-3, and C; three (3) years while in classifications I-4, R-4, A-4, B-4, and S-4; and two (2) years while in classifications I-5, R-5, A-5, B-5, and S-5.

b. The probationary period for any Faculty Member may be lengthened, or shortened, or eliminated by specific action of the Employer either at the request of the Faculty Member, or upon the initiative of the Employer with the concurrence of the Faculty Member, but in no instance may the total full-time probationary service exceed seven (7) years. Service at other institutions, including other campuses of the University of Hawaii, may be credited to the probationary period. The Employer shall notify the Faculty Member, in writing, of the decision to lengthen, shorten, eliminate or in any way alter the normal probationary period. If tenure is denied, the Faculty Member will be given a terminal one-year (1-year) appointment.

c. The probationary period may be interrupted during periods when the Faculty Member does not hold a full-time contract. If the Faculty Member signs a contract for a non-tenure track position, the probationary period may also be interrupted. If the Faculty Member agrees to be transferred by the administrative head to a non-tenure track position, the Faculty Member shall continue to accrue probationary credit. By specific agreement in writing in advance, the Faculty Member and the Employer may agree that periods when the Faculty Member is serving in a non-tenure track position will count toward the probationary period.

Faculty Members who have leaves of absences with or without pay during the probationary period must be aware that such leave will not necessarily be credited toward their probationary period. Leaves of absences of a duration not greater than thirty (30) days during probationary periods shall be credited toward the probationary period. Credit for periods of leaves of absences, with or without pay, which exceed thirty (30) days in duration shall be approved in writing by the Employer before such leaves are taken, and in the absence of such approval, the leave period will not be credited.

Once a Faculty Member has submitted a tenure application in a timely manner, probationary credit for that year shall be applied even if a leave of absence occurs due as a result of being on sick leave or family leave. The period of the leave, paid or unpaid, shall be credited to the probationary period.

d. A Faculty Member with full-time non-probationary service in one of the Ranks specified in Paragraph C.2.a. above who accepts a probationary appointment without a break in service at the same Rank and with the same duties shall, upon written request, be granted a reduction in probationary period. The Faculty Member's probationary period shall be as provided in Paragraph C.2.a. reduced by the number of full years of service in the prior non-probationary appointment as defined above; however, the probationary period shall not be less than one (1) full year or two (2) semesters.

e. Faculty Members with service in a Rank which does not count as probationary service may, upon promotion to a Rank which is probationary, request a shortening of the normal probationary period by up to three (3) years, or the number of years of such non-probationary service, whichever is smaller.

f. A Faculty Member in salary classification I-3 or R-3 shall be awarded promotion to Rank 4 without separate application if granted tenure. The decision to grant tenure shall include a

determination that the Faculty Member qualifies for promotion to the Rank in which tenure is granted.

g. A Faculty Member in salary classification C-2 shall be awarded promotion to Rank 3 without separate application if granted tenure. The decision to grant tenure shall include a determination that the Faculty Member qualifies for promotion to the Rank in which tenure is granted.

### 3. Contracts During Probationary Period.

Initial appointment to the Faculty, by contract, shall be for a two-year (2) period. In the C and I classifications, the initial contract will usually be effective August 1 and continue through July 31 of the last year of the initial contract. If the Faculty Member is to be reappointed, a new contract will be offered which becomes effective August 1. For Faculty Members at Rank 2 or 3, this contract shall be for two (2) years and may be followed by one-year (1-year) contracts effective August 1, with the terminal year usually ending July 31. Faculty at all other ranks who are to be reappointed shall be given one-year (1-year) contracts effective August 1 with the terminal year ending July 31. Additional contract renewals shall be for one-year (1-year) terms not to exceed seven (7) years of full-time probationary service.

## **D. EFFECTIVE DATES FOR PROBATION**

For the purposes of tenure, a full-time appointment which is effective on October 1, or prior to that will be considered as a full year of probationary service on July 31 next. Where the effective date of the initial appointment is later than October 1, the partial year will not count in the calculation of the probationary period. In such event, the probationary period will commence on August 1 following.

## **E. RENEWAL OF CONTRACTS DURING THE PROBATIONARY PERIOD**

### 1. General

Recommendations for renewal shall require that the Faculty Member's performance has been assessed for strengths and weaknesses and has been rated as satisfactory, that there is a continuing need for the Faculty Member's services at the University, and that the Faculty Member has made the professional improvement or has demonstrated the professional and personal qualities needed by the Department, or similar considerations. A positive assessment does not necessarily assure renewal of appointment.

### 2. Procedures

The reappointment recommendation form is initiated by the Department/Division Chair. The form will provide for the assessment by the Department/Division Chair and the Department/Division Personnel Committee of the Faculty Member's performance. The form is passed to the Department/Division Personnel Committee which will include its assessment and recommendation with the form and transmit the material to the Chair who will make an assessment and recommendation. The Chair will then show the assessments and

recommendations to the Faculty Member concerned before forwarding same to the Dean/Director. The assessments and recommendations shall be forwarded to the Dean/Director no later than December 20.

Written notification of intent to terminate an appointment at the end of the initial contract shall be given by the Employer to a probationary Faculty Member by January 30 of the second year. If notification of termination is not given by January 30, the Faculty Member will be given a one-year (1-year) terminal contract commencing on the following August 1.

After two (2) or more full-time probationary years, at least twelve (12) calendar months' notice of termination will be given.

### 3. Non-reappointment, Statement of Reasons

In a case in which the Employer has exercised its prerogative of non-reappointment, the Faculty Member may within twenty (20) calendar days of receipt of the written notification request a meeting with the Dean or other appropriate official.

Upon request, the Faculty Member will be advised orally of the reasons for the non-reappointment. Upon written request of the Faculty Member within ten (10) calendar days of the meeting, the reasons will be confirmed in writing.

### 4. Not Subject to the Grievance Procedure, except Paragraph E.2. of this Section.

Since the probationer does not have a claim to the position and the Employer may exercise its prerogative of non-reappointment, the requested statement of reasons is provided for purposes of information only; and the statement of reasons, the decision of the Employer, and the provisions of this Article, with the exception of Paragraph E.2., Procedures, shall not be subject to the Grievance Procedure.

## **F. TENURE APPLICATION, REVIEW AND NOTIFICATION**

All eligible Faculty Members must apply for tenure by their final year of probationary service according to a timetable established and published by the Employer, provided previous years of probationary service have been rated as satisfactory. Following review of the application, the Employer through its officers shall notify the Faculty Member by June 30 following the date of application whether it will grant or refuse to grant tenure on the following July 1. If tenure is refused, the Faculty Member shall be offered a terminal year's contract commencing July 1. If notification of refusal of tenure is not given in writing by June 30 of the final year of probation, the Faculty Member shall receive a year's extension of probationary service with the option of reapplying for tenure during that year. Personal delivery of the notice in writing, or the mailing of the notice by certified or registered mail to the last recorded residence of the Faculty Member, on or before June 30, shall constitute an effective notification. A Faculty Member who fails to apply for tenure during the final year of probationary service shall be given a one-year (1-year) terminal contract commencing August 1.

Foreign Nationals who have not yet applied for or received permanent resident status who have been hired into a tenure track faculty position shall undergo the tenure review process following the procedure provided in Paragraph 1 for tenure application and review process provided for all faculty. Foreign national faculty who have successfully undergone tenure review shall be notified that they will be granted tenure upon receiving permanent resident status. Pending receipt of such status, the Faculty Member shall be accorded the normal rights and benefits of tenured faculty, e.g., automatic promotion, if applicable; membership on the Faculty Personnel Panel; etc. If permanent resident status is denied, the Faculty Member shall be terminated from the University at the end of the current academic year or when the Faculty Member can no longer legally work at the University, whichever occurs sooner. Termination for failure to obtain permanent resident status shall not be grievable. If the Faculty Member is denied tenure, but is still eligible to work legally for the University of Hawai'i for the next academic year, the faculty member shall be offered a terminal year's contract commencing August 1. If notification of refusal of tenure is not given in writing by June 30 of the final year of probation, the Faculty Member shall receive a year's extension of probationary service with the option of reapplying for tenure during that year. Notification shall be made as provided in paragraph 1. A faculty member who fails to apply for tenure during the final year of probationary service shall be given a one-year terminal contract commencing August 1.

## **G. TENURE EVALUATION PROCEDURES**

### **1. Preparation of Tenure Applications**

Guidelines for filling out and processing tenure applications shall be established by the Employer. Criteria shall be in writing and shall be distributed in the guidelines and procedures provided to the applicant along with the tenure application forms and shall be the basis on which judgment for consideration of tenure shall be made.

Tenure application forms shall be made available to eligible Faculty Members no less than six (6) weeks prior to the application deadline. Faculty Members applying in the final year of the normal probationary period (as set forth in C.2.a. of this Article) shall have the option of being considered under the criteria contained in the guidelines distributed in the year of application or those contained in the guidelines distributed two (2) years earlier.

At each campus, the administrative coordination for this process will be provided by the Office of the Chancellor.

### **2. Procedures for Evaluating Tenure Applications**

a. The application for tenure is prepared by the candidate in consultation with the Department/Division Chair (DC), if so requested by the candidate, in accordance with the established guidelines. No anonymous material shall be made a part of any dossier.

Prior to the DPC review, Departments, Department Chairs, TPRCs, or UH administrators shall not accept unsolicited information for inclusion in a tenure dossier without providing the information to the candidate and then giving the candidate the opportunity to provide a written

response. Once the DPC has begun its review, no unsolicited information will be included in the dossier. This does not apply to solicited external reviewers, including those agreed upon by the applicant, per the DPC procedures.

b. The application is then reviewed for completeness by the DC and the Department/Division Personnel Committee (DPC). The DPC will consider the evidence, make one (1) written assessment of the strengths and weaknesses of each applicant, append a recommendation if they so desire, and transmit the dossier to the next higher level of review.

c. The DC shall not participate in the deliberations of the DPC nor influence the DPC's written assessment. The DC shall make a separate and independent assessment and recommendation.

d. In those academic units where the position comparable to that of DC is filled by a person who is not a member of the bargaining unit, that person will not participate in the selection, deliberations and recommendations of the DPC and DC provided in G.2.b. above. Faculty of such academic units shall determine the composition of their DPC upon being convened by the person in the position comparable to the DC. The person in the position comparable to the DC may make an independent assessment, which shall be appended to the recommendation of the Dean/Director, but which shall not constitute a separate recommendation.

e. The application shall be assigned to one (1) of the Tenure and Promotion Review Committees (TPRCs) appointed by the Employer in accordance with Article XV (applicants should note their right to the Exclusion Option in Section C of that Article). The Employer may seek the advice of the Union before appointing Faculty Members to a TPRC. The TPRC shall issue one (1) written report which may include the minority view(s), if any.

f. The dossier is forwarded by the DC to the Dean/Director<sup>3</sup>/ who, after making an assessment and recommendation, shall refer it to the TPRC. The TPRC shall review the dossier and make a recommendation, after which the dossier is returned to the appropriate Chancellor.

At UH-West Oahu, until such time as UHWO has Deans or Directors, the dossier is forwarded to the Vice Chancellor for Academic Affairs who, after making an assessment and recommendation, shall refer it to the TPRC. The TPRC shall review the dossier and make a recommendation, after which the dossier is returned to the Vice Chancellor for Academic Affairs, for transmission to the Chancellor.

At UH-Manoa, the TPRC shall review the dossier and make a recommendation, then return it to the Dean/Director for consideration and transmission to the Chancellor.

g. When the Chancellor disagrees with the recommendation of the TPRC, the Chancellor shall discuss the case with the TPRC before making a recommendation.

h. The Faculty Member shall be notified of the recommendation of the TPRC when it is reported.

i. The Employer will notify the Faculty Member of its decision in accordance with Paragraph F. of this Article.



j. In order to protect and enhance the integrity of the Faculty participation in this process, the DPC, DC, and TPRC shall proceed with the utmost discretion and in a confidential manner. The voting shall be done by secret ballot. The applicant shall not attempt to influence or communicate with the committees or their members. Faculty Members participating in all Personnel Committees have the responsibility for avoiding conflicts of roles by recusing themselves from the process when such conflicts exist.

k. The internal procedures of the DPC shall not constitute the basis for a grievance. These procedures may be considered during the negative tenure review process.

l. If a school or college, because of newness or size is not organized with departments or divisions, the DPC shall be dispensed with, and a Faculty Personnel Committee will be constituted for that school or college. If additional Faculty Members are needed to supplement the committee to reach the preferred size of five members, the school or college Chancellor may appoint Faculty Members from other colleges or schools of the University to serve on an ad hoc basis.

m. At UH-Manoa, if a department or program has fewer than five (5) eligible<sup>4</sup>/ tenured Faculty Members, who are available (i.e., not on leave of absence) to serve on the DPC, then the Dean or Director may constitute a Faculty Personnel Committee in consultation with the Department Chair or Program Director. This ad hoc Faculty Personnel Committee will be made up of all UH-Manoa tenured Faculty Members with an appointment of .25 FTE or greater in the department or program, and additional tenured Faculty Members from related disciplines.

n. For UH-Hilo departments that have six (6) or more full-time Faculty Members, the DPC referred to in Article X and this Article may be composed of personnel in that department. In the formation of the Personnel Committee, the department should avoid inclusion of personnel who are applicants for tenure or promotion, personnel under consideration for contract renewal, and personnel on terminal year appointments.

The Department may include other Faculty from within the Division in its Personnel Committee. For these departments, the term DC shall refer to Department Chair for purposes of personnel evaluations.

Faculty in departments with less than six (6) full-time Faculty Members shall be served by a DPC composed of Faculty from the departments within their Division. For these departments the term DC shall refer to Division Chair for purposes of personnel evaluations.

o. The procedures set forth in this section shall apply to the tenure review process beginning with the academic year 2015-2016.

## **H. NEGATIVE TENURE ACTIONS**

1. In the tenure evaluation process, the Chancellors will notify each Faculty Member whose dossier contains a negative recommendation with respect to the tenure application.

2. When a Faculty Member receives such notice from the Office of the Chancellor, the Faculty Member may, within five (5) calendar days after receiving such notice, inform the Office of the Chancellor in writing of a desire to examine the dossier.

3. Upon receiving the request, the Office of the Chancellor shall provide the Faculty Member an opportunity to examine the dossier within ten (10) calendar days.

4. The Faculty Member may, within ten (10) calendar days after examining the dossier, submit written comments and additional material to the Office of the Chancellor for transmission to the Tenure and Promotion Review Committee. If the TPRC recommendation is positive, the Faculty Member may submit the additional material directly to the Chancellor. The Office of the Chancellor shall notify the TPRC that additional materials have been submitted.

5. The TPRC will consider the comments and additional material submitted by the Faculty Member and include them with its recommendation in the dossier. The Chancellor will, after reviewing the dossier and the recommendation of the TPRC, make a recommendation or decision. When the Chancellor disagrees with the recommendation of the TPRC, the Chancellor shall discuss the case with the TPRC before making a recommendation or decision.

6. When a Faculty Member receives written notification from the University, in accordance with Paragraph F of this Article, that the application for tenure has not been granted, the Faculty Member may, within ten (10) calendar days after receiving such notice, inform the Chancellor in writing of a desire to examine the dossier.

7. Upon receiving the request, the Office of the Chancellor shall provide the Faculty Member an opportunity to examine the dossier within ten (10) calendar days.

8. The Faculty Member may within ten (10) calendar days after examining the dossier, or within twenty (20) calendar days of receipt of the written notification if the Faculty Member does not examine the dossier, elect one (1) of two (2) alternative procedures by submitting a request in writing in accordance with the following:

a. If the Faculty Member believes that this Agreement or the supplemental guidelines and procedures established or approved by the Employer have been violated or misapplied and that such violation or misapplication has adversely prejudiced the application, the Faculty Member may make a written statement to the Union, which specifies the nature of the violation or misapplication, and may request that an appeal of the negative tenure decision be initiated. The appeal shall be filed according to the following procedures:

1) The Employer and the Union shall select an individual with significant academic background to serve as a Hearing Officer to review the appeal of the Faculty Member. The Union may present on behalf of the Faculty Member any evidence in support of the claim that this Agreement or the supplemental guidelines and procedures established or approved by the Employer have been violated or misapplied and that such violation or misapplication has prejudiced the application.

The Employer and the Union may stipulate rules and protocols for the conduct of reviews by Hearing Officers. In the absence of such stipulations, the Hearing Officer shall have the sole authority to determine the format and procedures to be followed at the review, including what presentations may be made by what persons, whether there shall be witnesses heard, and if so, whether there shall be examination or cross-examination of witnesses, and all other matters regarding procedure, timing, and format that the Hearing Officer may find conducive to understanding the issues raised.

- 2) If the Hearing Officer does not find a violation or misapplication of this Agreement or the supplemental guidelines and procedures established or approved by the Employer, or, having found a violation or misapplication, does not find that such violation or misapplication has adversely prejudiced the tenure application and decision, the Hearing Officer shall so report.
- 3) If the Hearing Officer determines that the provisions of this Agreement or the supplemental guidelines and procedures which form the basis of the appeal were violated in a significant manner, and further finds that there was a reasonable probability that such violation of procedure in the evaluation process adversely prejudiced the decision complained of, the Hearing Officer shall:
  - a) direct that the application dossier be reconsidered; may direct that the reconsideration process commence at any of the levels of review, or that any intervening level of review up to the Chancellor or appropriate Vice President be omitted; and may also direct that any improper material which has prejudiced the decision be expunged from the dossier; and/or
  - b) direct that a new TPRC be appointed in accordance with the provisions of this Agreement; or
  - c) direct that the probationary period be extended for an additional year, notwithstanding the limitations in this Article and the Faculty Member be permitted to submit a new application for tenure.
- 4) In extreme cases, where the Hearing Officer finds that the provision of the Agreement or the supplemental guidelines and procedures which form the basis of the appeal were grossly violated, and such violation seriously prejudiced the decision, the Hearing Officer may submit findings in a report to the Employer and the Union. The report may include a recommendation that tenure be granted.
- 5) The Hearing Officer shall report findings of fact, conclusion, and recommendations to the Employer and Union within thirty (30) days of the close of the hearing.
- 6) Upon the receipt of the report of findings, the Employer shall, after a review of the report, make a decision within a reasonable time whether to award tenure or remand the matter for reconsideration as directed by the Hearing Officer. The Employer shall notify the Union of its decision, and if requested, a statement of reasons will be provided should the Employer not grant tenure pursuant to the recommendation of the Hearing Officer.

7) In the event that the President disagrees with the conclusions of the Hearing Officer, the President will complete a full review of the procedural and substantive issues involved at each stage of the process. The President will provide a full accounting of the basis for the decision rendered, prior to forwarding any recommendation to the Board of Regents. The rationale for the decision must be transmitted by the President to the applicant. Upon the completion of the reconsideration as directed by the Hearing Officer, the decision of the Employer shall be final and binding on all parties.

8) The fees of the Hearing Officer and other costs related to the hearing shall be shared equally by the Employer and the Union.

b. In the alternative, the Faculty Member may request a meeting with the Administrator who notified the Faculty Member of the negative decision. In such event, the Administrator shall meet with the Faculty Member.

1) If the Faculty Member then wishes to appeal the decision and request a reconsideration on the substance of the application, the Faculty Member may submit the request together with any additional materials within ten (10) calendar days after such meeting.

2) If the recommendation of the TPRC in the review process has been positive, the Employer shall, at the request of the Faculty Member, appoint a special committee to review the case and make recommendations on any specific, substantive aspects of the application referred to it. In the review process the special committee shall be free to meet with the Faculty Member and the Administrator as it deems necessary. It shall act with discretion and due consideration for the confidentiality of the matter involved. The special committee shall be made up of four (4) members selected by the Employer after consultation with the Chair of the TPRC, if available, and the Chair of the Faculty Member's Department, Division, or equivalent unit.

3) At the conclusion of the reconsideration process, the Employer will notify the Faculty Member of its decision. If the decision remains negative, and if the Faculty Member so requests, the Employer will provide the Faculty Member with a statement of reasons for the decision. The decision of the Employer shall be final.

c. Neither the procedures nor the decisions arising out of H.8.a. and b. of this Article shall be subject to further review under Article XXIV, Grievance Procedure.

## **I. NOTICE OF RESIGNATION**

Because it is especially difficult for the Employer to replace Faculty Members on short notice, good professional practice requires that a Faculty Member who expects to resign should give notice of the intention well in advance.

## **J. APPOINTMENT OF FACULTY MEMBERS TO ADMINISTRATIVE DUTIES AND ADMINISTRATORS TO FACULTY DUTIES**

1. University of Hawaii Faculty Members holding tenure who are appointed to administrative positions will retain their academic title and full right to return, not to exceed seven (7) continuous years, at the termination of the administrative appointment to their academic position on a full-time basis, with the same tenure rights as others holding a similar rank. The Employer may assign Faculty Members holding tenure who have served more than seven (7) continuous years in an administrative position to vacant Faculty positions on a full-time basis, with the same tenure rights as others holding a similar rank.

2. Faculty Members who assume administrative duties prior to the award of tenure shall retain their academic title. While serving in administrative positions, Faculty Members will not automatically continue to accumulate probationary credit toward tenure, but will retain the right to return in probationary status to their academic position at the termination of the administrative appointment.

3. Upon return to the academic position from an administrative position, a Faculty Member's salary in Rank will be that which most closely corresponds with that which would have been received had the Faculty Member not assumed administrative duties (taking into account such increases as would have been received in the interim) with such adjustments as may be equitable under the circumstances.

4. Administrators shall not be appointed to positions traditionally filled by Faculty Members, except by written consent of the Union, which consent shall not be unreasonably withheld in case of bona fide emergency appointments to last no more than one (1) month.

5. When participating as members of the Faculty, including temporary duty as Department Chairs or equivalent positions, administrators shall recuse themselves from any meeting, action, appointment, or deliberation, whether convened or caused by the Employer, this Agreement, or the Department, which involves hiring, tenure, promotion, or discipline.

## **K. LOCUS AND TRANSFER OF TENURE WITHIN THE UNIVERSITY OF HAWAII**

### **1. Locus of Tenure**

Tenure is granted at one (1) of the campuses of the University System. At the UH-Manoa Campus, tenure is further limited to a given college, school, or organized research or service unit. At the other campuses, similar distinctions shall be made with tenure granted at a college or major service or program unit.

### **2. Tenure on One (1) Campus**

Although a Faculty Member can hold joint appointments on two (2) campuses, tenure at only one (1) campus shall be held at any given time. (Note: For the rules below, the University of Hawaii campus a person leaves is called Campus 1 and the campus to which the Faculty Member goes is called Campus 2. These terms are general and so apply as stated if a Faculty Member returns to the original base, which then becomes Campus 2.)

### 3. Immediate Tenure

The Employer may grant a tenured Faculty Member transferring from Campus 1 to Campus 2 immediate tenure at Campus 2. Accepting tenure at Campus 2 automatically voids tenure at Campus 1.

### 4. Transfer of Tenured Faculty

Tenured Faculty may be transferred from one (1) locus of tenure on a campus to another, or from Campus 1 to Campus 2 within the UH system. The transfer of tenured Faculty may be initiated for the following reasons:

- a. at the request of the individual Faculty;
- b. at the request of the Employer; or
- c. as the result of the transfer of a program from Campus 1 to Campus 2.

If the individual Faculty Member requests transfer from Campus 1 to Campus 2, the Employer may transfer tenure to the Faculty Member on Campus 2. Accepting tenure at Campus 2 automatically voids the Faculty Member's tenure at Campus 1.

If tenure is not transferred to Campus 2, the Faculty Member will be granted a leave of absence from the tenured position at Campus 1 for one (1) year; the leave may be extended for one (1) additional year. The Faculty Member will lose tenure at Campus 1 if he/she does not return after two (2) consecutive years encompassed by that leave.

Faculty Members may be transferred from one (1) campus to another at the request of the Employer with the transfer of tenure to Campus 2.

A Faculty Member appointed to an administrative position on another campus shall be granted a leave of absence from the tenured position at Campus 1 for up to two (2) years. The Faculty Member will lose tenure at Campus 1 if he/she does not return after two (2) consecutive years on leave.

### 5. Transfer of Programs

If a program of the University System is transferred from one (1) campus to another, Faculty Members engaged in the program shall have the right of first refusal to appointment in the program at Campus 2. Faculty Members who elect to transfer retain their rank and their tenure status or probationary service credit toward tenure. If they do not wish to transfer from Campus 1, every effort shall be made to find an appropriate appointment on Campus 1 or at another campus in the University System.

The conditions of all transfers shall be set forth in writing and signed by the Faculty Member, the administration, and the Union.

3/The Title of the official at this level of review may vary by campus.

4/Not eligible are Faculty Member serving as Department Chair or Program Director of the involved department or program, or those Faculty Members holding Executive/Managerial appointments.

## **ARTICLE XIV, PROMOTION(2015-2017 UHPA-BOR Contract)**

### **A. GENERAL**

Any Faculty Member shall upon application be considered for promotion in any year in accordance with guidelines established by the Employer. Criteria shall be in writing and shall be distributed in the guidelines and procedures provided to the applicant along with the promotion application forms and shall be the basis on which judgment for consideration of promotion shall be made.

### **B. PROCEDURES FOR RECOMMENDING PROMOTION**

1. The application for promotion is prepared by the candidate in consultation with the Department/Division Chair, if so requested by the candidate, in accordance with the established guidelines. No anonymous material shall be made a part of any dossier.

Prior to the DPC review, Departments, Department Chairs, TPRCs, or UH administrators shall not accept unsolicited information for inclusion in a promotion dossier without providing the information to the candidate and then giving the candidate the opportunity to provide a written response. Once the DPC has begun its review, no unsolicited information will be included in the dossier. This does not apply to solicited external reviewers, including those agreed upon by the applicant, per the DPC procedures.

2. Should there be a substantial change in the promotion criteria in the year of application, the candidate shall have the option of being considered under the criteria contained in the guidelines distributed in the preceding year.

3. Procedures and provisions described in Article XII, G.2., Paragraphs a through o, shall apply for promotion as well as tenure, except as otherwise provided in this Article.

4. The Employer will notify the Faculty Member of its decision in writing normally no later than June 30. The promotion, if granted, will be effective as of August 1, even if the decision and notification are made after June 30.

### **C. SALARY UPON PROMOTION**

Faculty Members promoted in accordance with this Article shall have their salary increased by eight percent (8%).

### **D. NEGATIVE RECOMMENDATION**

1. In the promotion evaluation process, the Chancellors will, after receipt of the Tenure and Promotion Review Committee (TPRC) report, notify each Faculty Member whose dossier contains a negative recommendation with respect to the promotion application.



2. When a Faculty Member receives such notice from the Office of the Chancellor, the Faculty Member may, within ten (10) calendar days after receiving such notice, inform the Office of the Chancellor in writing of a desire to examine the dossier.

3. Upon receiving the request, the Office of the Chancellor shall provide the Faculty Member an opportunity to examine the dossier within ten (10) calendar days.

4. The Faculty Member may, within ten (10) calendar days after examining the dossier, submit written comments and additional material to the Office of the Chancellor for transmission to the TPRC. If the TPRC recommendation is positive, the Faculty Member may submit the additional material directly to the Chancellor. The Office of the Chancellor shall notify the TPRC that additional materials have been submitted.

5. The TPRC will consider the comments and additional material submitted by the Faculty Member and incorporate these together with its recommendation in the dossier. When the Chancellor disagrees with the recommendation of the TPRC, the Chancellor shall discuss the case with the TPRC before making a recommendation or decision. The Chancellor will, after reviewing the dossier and the recommendation of the TPRC, make a recommendation or decision.

6. When a Faculty Member receives written notification from the Employer in accordance with Section B, that the application for promotion has not been granted, the Faculty Member may, within ten (10) calendar days after receiving such notice, inform the Office of the Chancellor in writing of a desire to examine the dossier.

7. Upon receiving the request, the Office of the Chancellor shall provide the Faculty Member an opportunity to examine the dossier within ten (10) calendar days.

8. The Faculty Member may, within ten (10) calendar days after examining the dossier, or within twenty (20) calendar days of receipt of the written notification if the Faculty Member does not examine the dossier, request a meeting with the Chancellor. In such event the Chancellor shall schedule a meeting with the Faculty Member within ten (10) calendar days.

#### **E. PROMOTION REVIEW PANEL (PRP)**

1. For the purpose of providing assistance and advice on certain cases that come before the President in accordance with the provisions of this Article, Promotion Review Panels (PRP) to be made up of senior, experienced, and knowledgeable persons in the University shall be established.

2. Promotion Review Panels of three (3) to five (5) members shall be appointed by the President of the University or the President's designee, with the concurrence of the President of the Union or a senior Faculty Member duly designated by the Union's President. In making their selections, they shall abide by exclusions of persons made by the Faculty Member as set forth in Article XV, C., Exclusion Option.

Separate Promotion Review Panels shall be established for the University of Hawaii at Manoa, University of Hawaii at Hilo and University of Hawaii at West Oahu, and the Community Colleges. More than one (1) Panel may be established for each of these constituencies.

3. A PRP may be convened in the following situations, upon compliance with the procedures set forth in this Article:

- a. When the TPRC has recommended in favor of promotion and the Chancellor has decided against promotion;
- b. When the Chancellor has recommended in favor of promotion (irrespective of the recommendation of the TPRC), and the President has reservations about acting favorably upon the recommendation to promote; or
- c. When the TPRC has recommended against promotion and the Chancellor has decided against promotion, but the Referee, as provided in Section J below, has found that there was a significant procedural violation that probably contributed in a material way to the negative decision.

#### **F. REVIEW BY PROMOTION REVIEW PANEL UPON REQUEST OF FACULTY MEMBER**

The applicant may request a review of the case by a Promotion Review Panel in situations in which the TPRC had recommended in favor of promotion and the Chancellor had decided against promotion. Such request must be made in writing, within five (5) calendar days after the meeting with the Chancellor.

The Faculty Member may, in connection with the request, submit additional materials not duplicative of materials in the dossier or previously submitted. The Chancellor shall transmit the dossier and such additional materials to the PRP.

#### **G. REVIEW BY PROMOTION REVIEW PANEL UPON REFERRAL BY THE PRESIDENT**

In those situations in which the TPRC and the Chancellor have both recommended in favor of promotion, or in which the TPRC has recommended against promotion and the Chancellor has recommended in favor of promotion, and the President has reservations about acting favorably on the recommendation to promote, the President shall refer the application dossier to the PRP for its review and report before rendering a decision.

#### **H. FUNCTION OF PROMOTION REVIEW PANEL**

The PRP shall consider the application dossier, and where applicable, the Referee's report, as well as such additional materials as may be submitted in accordance with the provisions of this Article. It will make a finding on the substantive aspects of the application in the context of the Collective Bargaining Agreement and the Promotion Guidelines, and respond to the question: "Has the Applicant made a persuasive case for promotion?"

The PRP may request additional information from both the Faculty Member and from the Chancellor in those cases in which the Chancellor had rendered a negative decision, or from the President or the President's designee in those cases referred to it by the President. Such information may be requested in the form of written or oral statements, provided that both the Faculty Member and the Administrator are given equal opportunity to respond and that they use the same form of communication to present their cases. The PRP may also meet with the President or the President's designee before submitting its report. Other than for these meetings the PRP will review the case on the basis of the written record, in the context of the provisions of this Article and the Promotion Guidelines. The PRP will consider each case according to its own merits, without comparison or contrast with any other case.

The PRP will submit its report within thirty (30) calendar days after meeting with the Chancellor or the President to the Office of the President for inclusion in the dossier. Any member of the PRP may submit an individual report that the PRP shall incorporate with its report.

The Employer will notify the Applicant of the report of the PRP, if negative, and of the decision of the President, if negative. Within ten (10) calendar days after receiving such notice, the Applicant may submit a request in writing to the Office of the President for an opportunity to examine the dossier, and arrangements will be made to provide such opportunity. Additionally, if the Applicant so requests, the Employer will provide the Applicant with a statement of reasons for the decision.

In the event that the President disagrees with the conclusions of the PRP, such a decision must include a full review of procedural and substantive issues at each stage of the process. The rationale for the decision will be transmitted to the Applicant.

## **I. PANEL OF REFEREES**

Referees shall be utilized to assist in expediting the consideration of allegations of procedural violations in situations in which the TPRC has recommended against promotion and the Chancellor has decided against promotion.

A panel shall consist of five (5) Referees to be jointly selected by the President of the University or the President's designee and the President of the Union or a senior Faculty Member designated by the Union's President, for each of the two (2) years of this Agreement. The Referees shall be selected from among persons with experience in and knowledge of the University. These persons may be from within or without the University.

Assignment of a Referee to review a given case shall be by rotation, and the next available Referee shall be requested by the Chancellor to review the case.

## **J. REFEREE REVIEW OF PROCEDURAL MATTERS**

1. Request for Referee.

In situations in which the TPRC had recommended against promotion and the Chancellor has decided against promotion, the Applicant may, within five (5) calendar days after meeting with the Chancellor, submit a written request to the Chancellor that the case be reviewed by a Referee, if the Faculty Member believes that a procedural error occurred which may have affected the case in a negative manner. The request shall include a statement of the particular procedural provision in this Article of the Collective Bargaining Agreement or the Promotion Guidelines which has been violated, and the manner in which the violation has contributed to the negative decision.

## 2. Report of the Referee.

The Chancellor shall forward the request to the next available Referee who shall, within ten (10) calendar days of receipt of the request, submit a written report to the Chancellor. The Chancellor shall provide the Applicant with a copy of the Referee's report.

If the Referee's report is in the negative as to either aspect of the question set forth below to be answered by the Referee, the case shall be terminated.

If the Referee's report is in the affirmative as to both aspects of the question addressed, the case shall be submitted to the Promotion Review Panel (PRP), if the Applicant so requests in writing to the Chancellor within five (5) calendar days of receipt of the Referee's report. The Applicant may submit additional materials to the Chancellor for transmission to the PRP, not duplicative of materials already in the dossier or previously submitted.

## 3. Function of the Referee.

The Referee, in reviewing the case, shall consider the Collective Bargaining Agreement and the Promotion Guidelines for the year in question as well as the application dossier and the additional materials submitted by the Applicant. The Referee shall not conduct a formal hearing but may have discretion to interview the Applicant and any person who had an official role in the evaluation process.

The Referee's report shall respond to the following question:

"Has there been a significant violation of the particular provision of the Collective Bargaining Agreement or Promotion Guidelines as alleged, and if so, is there a reasonable probability that the violation of procedure contributed in a material way to the negative decision?"

The Referee shall not otherwise add to, subtract from, disregard, alter, or modify any of the terms of the Agreement or the Guidelines. The Referee's report must be consistent with the terms of the Agreement and the Guidelines. The Referee shall consider each case according to its own circumstances, without comparison or contrast with any other case.

## **K. CONFIDENTIALITY OF PROCEEDINGS**

The integrity and confidential nature of the promotion evaluation process shall be maintained. Other than for the personal examination of the dossier, meetings as provided for in this Article, and the submission of materials as provided for in this Article, the Applicant shall not otherwise attempt to influence or communicate with persons engaged in the evaluation and review process.

#### **L. CONCLUSION OF PROCESS**

A principal purpose of the promotion evaluation process set forth in this Article is to provide the Applicant with a final decision reached in a careful yet expeditious manner. Such decisions and the provisions of this Article shall not be subject to the formal grievance procedure.