

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF HAWAII, BOARD OF REGENTS AND
THE UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY
DUTY PERIOD FOR RESEARCH FACULTY**

This Memorandum of Understanding ("MOU") is entered into between the University of Hawai'i Professional Assembly ("UHPA"), the State of Hawai'i ("State") and the Board of Regents of the University of Hawai'i ("BOR").

WHEREAS, on December 15, 1997, UHPA, the State and the BOR entered into a MOU defining the duty period for researcher ("R"), and specialist ("S") faculty performing or supporting research covered under the Unit 7 UPHA-BOR 1995-1999 Agreement, Article V, C.1. (vacation leaves for 11 month employees); and

WHEREAS, pursuant to §89-10(a), HRS, the parties wish to further continue the MOU, dated December 15, 1997.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

Coverage

This MOU applies to all researcher ("R") faculty and specialist ("S") faculty performing or supporting research, training or other sponsored activities covered by the Agreement for the duration of July 1, 2015 through June 30, 2016, Article VI, C. 1. (vacation leaves for 11-month employees). Hereinafter, references to "R faculty" shall be understood to also refer to "S" faculty performing or supporting research, training or other sponsored activities.

Background

R faculty members accumulate 1.75 working days of vacation for each month of service, as provided and qualified in the Agreement. R faculty members can typically accumulate 21 working days of vacation in a 12-month period, and vacation time itself is counted as qualified service where the employment relationship is on-going.

The purpose of this MOU is to enable R faculty to elect to forego vacation in order to obtain overload compensation from grants or contracts during the off-duty period. Thus, over time, an R faculty member who uses all vacation within the year it is earned, can expect to be at work 11 months per year. Vacation cumulation and vacation scheduling rules provided in the Agreement and by past practice are not altered by this Memorandum.

Federal exceptions for the payment of overload compensation are not altered by this MOU. The exceptions are:

1. Overload compensation for intra-university consulting during the on-duty period provided:
 - a. Faculty consultation is across departmental lines or involves a remote location or operation; and
 - b. The work performed is in addition to the faculty member's regular departmental load; and
 - c. Such consulting arrangement is specifically provided for in the agreement or approved in writing by the sponsoring agency.
2. Charges for teaching activities performed by the faculty member during other periods not included in the faculty member's base salary period. Such charges should be based on the normal policy of the campus governing compensation to faculty members for teaching assignments during such periods.

Vacation accumulation and vacation scheduling rules provided in the Agreement and by past practice are not altered by this MOU.

Terminology

For purposes of this MOU, the existing manner in which R faculty members accumulate vacation under Article VI, C.1. shall be known as the "vacation plan." The alternative provided by this MOU shall be known as the "off-duty plan."

Option for off-duty period in lieu of vacation.

The off-duty plan is an option and no R faculty member is required to use it.

R faculty members may choose the off-duty plan by making an appropriate designation on a form to be provided by the employer. Such a designation shall be effective as of the beginning of the next calendar month, and shall remain effective for not less than two consecutive calendar years. The employer in its discretion may require that designations be received as many as five days before the end of the month in order to be effective the next calendar month. Any R faculty member not affirmatively designating a preference for the off-duty plan shall continue to accrue vacation as before.

R faculty members hired after the date of this Memorandum shall choose the off-duty plan or vacation plan, at their time of hire, by a designation on a form provided by the employer. Such designations also shall remain effective for not less than two consecutive calendar years.

A designation of plan shall remain effective unless and until it is altered. R faculty members may only alter their choice of off-duty or vacation plans by affirmative designation on a form to be supplied by the employer. Alterations shall be effective as of the beginning of the next calendar month. Alterations, once made, may not be re-altered for at least two calendar years.

R faculty members shall not carry into the off-duty plan election period any more than 90 days of vacation. Any cumulated vacation time shall remain available for use during duty periods for R faculty members choosing the off-duty plan, but may not be cashed in except upon separation from the University. R faculty member shall cease to cumulate additional vacation during any period the off-duty plan is designated.

The off-duty period for R faculty members choosing the off-duty plan shall be one month per year. The off-duty period shall be determined in accordance with the campus policy for on-duty and off-duty periods applicable to the faculty member. This one month off-duty period cannot be divided into smaller increments.

Off-duty time shall not cumulate, and the off-duty period for each twelve-month period must be used before the anniversary of the designation.

For purposes of convenience and consistency, salaries for those designating the off-duty plan shall be considered to be earned during 11 months, even though they are paid over 12 months. An off-duty month pertains to 11 duty months, and a faculty member taking off-duty time, before the completion of 11 duty months within the election period, is receiving an advanced benefit. Any unearned portion of the salary so advanced shall be repaid, on demand of the Employer, by the faculty member in the same manner set forth for emergency advanced vacation under the Agreement.

In the event of unanticipated difficulties in application of the off-duty plan, the parties shall be guided by practices applicable to I-11 faculty.

This Memorandum of Agreement shall be effective July 1, 2015 through June 30, 2016.


IN WITNESS WHEREOF, the UHPA, the State and the BOR have executed this Memorandum of Agreement.

STATE OF HAWAII
UNIVERSITY OF HAWAII



Its President

UNIVERSITY OF HAWAII PROFESSIONAL
ASSEMBLY



Its Executive Director

STATE OF HAWAII



Its Chief Negotiator