

MEMORANDUM OF UNDERSTANDING ON LETTERS OF HIRE/OFFER LETTERS

This memorandum of understanding is made and entered this 24th day of Jan. 2017 by and between the University of Hawaii Professional Assembly (Union or UHPA) and the Board of Regents of the University of Hawaii, State of Hawaii (Employer or University).

Purpose: The purpose of this memorandum of understanding is to clarify that bargainable items contained in letters of hire are subject to the grievance procedure. This memorandum of understanding is not meant to expand the scope of bargaining, is not meant to make letters of hire in general a bargainable subject, and is not meant to make all items contained in a letter of hire bargainable or subject to the grievance procedure. Items in letters of hire are grievable only to the extent that they are bargainable.

The parties agree as follows:

1. No person shall be hired into Unit 7 without written documentation of initial terms and conditions of employment that will take effect upon hire. Such documentation shall be referred to herein as "letters of hire".
2. The University shall preserve all letters of hire offered to potential Unit 7 members, whether they are accepted or not by the candidate, for at least three (3) years.
3. Accepted letters of hire shall be retained within the Faculty Member's personnel folder. A copy of the accepted letter shall be sent to UHPA within twenty (20) working days of receipt from the incoming Faculty Member.
4. Letters of hire shall contain all terms and conditions of employment offered to and accepted by the incoming unit member. No undocumented promise shall be enforceable. The University agrees that bargainable items in the letter of hire may be enforced through the grievance procedure contained in the Unit 7 collective bargaining agreement.
5. Letters of hire and the terms contained therein may not conflict with or modify the Unit 7 collective bargaining agreement, unless UHPA agrees in writing to such a modification.
6. Letters of hire may be composed of more than one document, provided that the document bearing signatures shall reference all addenda, exhibits, specifications, diagrams, or correspondence containing the terms of hire; and each such item is attached.

7. The University, in its discretion, shall review and revise its policies and procedures on letters of hire to ensure that they are properly vetted by the appropriate authorities and that any and all commitments made therein can be honored. University shall consult with UHPA on the policies and procedures.
8. The University shall develop templates for letters of hire. University shall consult with UHPA in the development of such templates.
9. Letters of hire accepted by a new bargaining unit member shall establish the initial terms and conditions of employment for the new unit member effective as of the date of hire.
10. Letters of hire that are grieved by UHPA and that violate the collective bargaining agreement are subject to full arbitral authority to reject and cancel, or recast, the same, as may be just under the circumstances.

UNIVERSITY OF HAWAII



DAVID LASSNER

President

University of Hawai'i

UNIVERSITY OF HAWAII
PROFESSIONAL ASSEMBLY



KRISTEEN HANSELMAN

Executive Director

University of Hawai'i

Professional Assembly