

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
UNIVERSITY OF HAWAI‘I AND THE UNIVERSITY OF HAWAII
PROFESSIONAL ASSEMBLY REGARDING REORGANIZATION
AND THE CREATION OF A MĀNOA PROVOST POSITION**

This Memorandum of Understanding (“MOU”) is entered into and effective this 9 day of AUGUST, 2019 (“effective date”), by and between the UNIVERSITY OF HAWAI‘I (“University”) and the University of Hawaii Professional Assembly (“UHPA”), collectively referred to as “the Parties.” The purpose of this MOU is to address the creation of the position of “Provost” at the University’s Mānoa campus, and the role of the Provost relative to the Bargaining Unit (“BU”) 7 collective bargaining agreement (“CBA” or “Agreement”).

NOW, THEREFORE, the Parties mutually agree to the following:

The Parties are currently parties to a BU 7 CBA with the effective dates of July 1, 2017 through June 30, 2021. This CBA includes many references to the office of a campus Chancellor, including Articles III, VI, VIII, IX, X, XII, XIV, XV, XVI, XVII, XVIII, and XXIV.

On March 28, 2019, the Board of Regents approved Phase I of a reorganization for the University of Hawai‘i at Mānoa, which consolidated the roles of President and Chancellor and created a position of “Provost” for the Mānoa campus (“campus”); the reorganization is expected to continue in phases, prior to the expiration of the current BU 7 CBA.

The position of Provost is responsible for the academic duties and responsibilities, and serves as the chief academic officer, for the campus, with full responsibility and authority for research, education, and student success. This position has a focus on the success and growth of students and faculty in education and research. The Provost is identified as an Officer of the University and a member of the President’s cabinet along with the Vice Presidents and other four-year University Chancellors.

Phase I of the reorganization also abolished the role of Mānoa Chancellor, with the President serving as the Chief Executive Officer of the Board, the University of Hawai‘i System, and the University of Hawai‘i at Mānoa’s administrative duties previously assigned to the Chancellor.

In light of the reorganization, the Parties agree to interpret the existing references in the BU 7 CBA to “President” and “Chancellor” as indicated below:

I. The parties agree that currently and throughout the reorganization, any references in the BU 7 CBA to the role of “President” or designee will continue to refer to the President or President’s designee.

II. The parties further agree that throughout the reorganization, any references in the BU 7 CBA to the role of “Chancellor” will, for purposes of the Mānoa campus, be interpreted as referring to the Mānoa Provost.

III. To the extent the Parties are also parties to Memoranda of Agreement, Memoranda of Understanding, Supplemental Agreements, or other negotiated agreements currently in effect, and the agreements refer to “President” or “Chancellor,” such term will be interpreted as referring to the President or Provost, as described above respecting the Mānoa campus.

IV. To the extent interpretation of the BU 7 CBA requires interpretation of a related University policy, and the policy references the office of “President” or “Chancellor,” such term will be interpreted as referring to the President or Provost as described above respecting the Mānoa campus.

V. The University does not believe that changes to the functions, duties, or responsibilities of the offices that were under the immediate purview of the Mānoa Chancellor prior to Phase I of the Reorganization, changed due to the Phase I reorganization. However, should any unanticipated changes be identified to have occurred, the Parties agree to negotiate a new MOU to address the impact on any Unit 7 agreements caused by those changes.

VI. For purposes of Tenure and Promotion, any standing/continuing or other delegations made prior to Phase I of the Reorganization shall remain in effect with the individuals to whom delegation was made, regardless of position title; this applies only to Tenure and Promotion decisions that were made prior to Phase I of the reorganization, and to any tenure and promotion appeals that commenced prior to Phase I of the reorganization. For Tenure and Promotion decisions made after Phase I of the reorganization, any reference in the Tenure and Promotion process to “Chancellor” shall be interpreted as referring to “Provost” for the Mānoa campus, and the President shall perform as President under the Tenure and Promotion process.

VII. The Parties further agree to work cooperatively to resolve any questions, irregularities, conflicts, or other uncertainties as they arise resulting from the reorganization described above.

VIII. The Parties further agree that, as the reorganization progresses, this MOU may be revisited, and through mutual agreement revised, to address the duties and responsibilities of UH-Mānoa administrators affected by the reorganization, such as the role of the President, Provost, or Deans, with respect to grievances and administrative investigations.

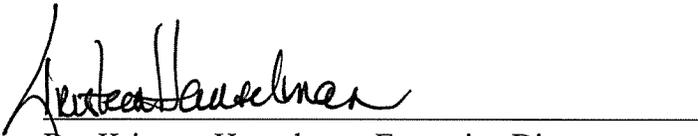
IX. The parties have executed this written MOU with the effective date as indicated above. This MOU may be executed in one or more counterparts for the convenience of the Parties, and all of the counterparts together will constitute one and the same MOU. Electronic or “pdf” copies of signatures shall have the same force and effect as an original signature.

UNIVERSITY OF HAWAII

A handwritten signature in black ink, appearing to read "David Lassner", written over a horizontal line.

By: David Lassner, President

UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY

A handwritten signature in black ink, appearing to read "Kristeen Hanselman", written over a horizontal line.

By: Kristeen Hanselman, Executive Director