

The University of Hawaii and the University of Hawaii Professional Assembly have settled a dispute about whether the 2009-2015 Collective Bargaining Agreement provides a monthly stipend for graduate chairs.

Both parties acknowledge that each party to the collective bargaining agreement acted in good faith and with integrity. New language providing for graduate chair stipends was mistakenly inserted in the collective bargaining agreement and ratified. UH and UHPA recognize that mistakes occur during protracted bargaining and neither party was at fault.

Over the last few months UH and UHPA have sought to resolve this situation in a manner that both parties can accept while allowing this issue to be revisited over the course of the next four years. As a result, the following agreement has been executed between the parties:

Memorandum Of Understanding
Regarding
Graduate Program Chairs

This Memorandum Of Understanding ("MOU") between the University of Hawai'i ("UH") and the University of Hawai'i Professional Assembly ("UHPA") memorializes their agreement for resolving the current dispute concerning whether Article XXIII, Section E of the parties' 2009-2015 Collective Bargaining Agreement (the "2009 CBA") includes Graduate Program Chairs on the following terms:

1. Unless hereafter bargained otherwise, the first sentence of Article XXIII, Section E of the 2009 CBA shall read: "Monthly compensation for Department or Division Chairs, Associate Chairs, or Assistant Chairs, shall not be less than \$300 per month."
 2. The UH and UHPA agree that pursuant to Article XXX, Duration of the 2009 CBA, not less than ninety (90) days before the beginning of the legislative session of 2011, and if necessary, not less than ninety (90) days before the beginning of the legislative session of 2013, during the reopener negotiations over faculty salaries currently provided for in the 2009 CBA, the parties will also meet to discuss, without any pre-conditions or obligation to concede, whether and on what terms should the stipends provided in Article XXIII, Section E of the 2009 CBA be extended to Graduate Program Chairs.
 3. Immediately following the execution of this MOU by the parties:
 - (a) UHPA shall provide the UH a written dismissal of its June 3, 2010 Demand for Arbitration of its April 5, 2010 Class Grievance Regarding Article XXIII E of the 2009 CBA and the withdrawal of its April 5, 2010 Class Grievance Regarding Article XXIII E of the 2009 CBA, each side to bear its own costs and expenses; and,
 - (b) Upon its receipt of a fully executed copy of this MOU and UHPA's dismissal of its June 3, 2010 Demand for Arbitration of its April 5, 2010 Class Grievance Regarding Article XXIII E of the 2009 CBA and withdrawal of its April 5, 2010 Class Grievance Regarding Article XXIII E of the 2009 CBA the UH shall withdraw its Prohibited Practice Complaint CU-07-294 and Petition for Declaratory Ruling DR-07-101, currently pending before the Hawaii Labor Relations Board, each side to bear its own costs and expenses, and provide UHPA a copy of the withdrawals.
 4. All dismissals or withdrawals provided for in this MOU may be exchanged by the parties through their respective legal counsel.
- Executed and dated at Honolulu Hawaii as of the dates shown below.

The University of Hawaii

By: Linda Bernard
Its: Off Vice President
Dated: June 22, 2010

The University of Hawaii Professional Assembly

By: Duane Stevens
Its: President
Dated: June 17, 2010

UHPA and UH believe that this settlement demonstrates how the parties can work to jointly implement the collective bargaining agreement and build a relationship based on mutual respect and trust.

The University of Hawaii

The University of Hawaii Professional Assembly

By:
Its: UH Vice President

By:
Its: President

Dated: 7.6.10

Dated: 7/9/10