

AGREEMENT BETWEEN
THE UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY
AND THE UNIVERSITY OF HAWAII
JULY 1977 to JUNE 1979

# **AGREEMENT**

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THE UNIVERSITY OF HAWAII
PROFESSIONAL ASSEMBLY

**AND** 

THE UNIVERSITY OF HAWAII

**JULY 1977 to JUNE 1979** 

## UNIT 7

# FACULTY OF THE UNIVERSITY OF HAWAII AND THE COMMUNITY COLLEGES

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#### **AGREEMENT**

This Agreement is made this 13th day of April 1977 by and between the State of Hawaii and the Board of Regents of the University of Hawaii, hereinafter called the University, and the University of Hawaii Professional Assembly, hereinafter called the Assembly.

## **ARTICLE I, RECOGNITION**

The University recognizes the Assembly as the exclusive representative of Unit 7, as certified by the Hawaii Public Employment Relations Board, consisting of the Faculty of the University of Hawaii, including the Community Colleges. Members of the unit are hereinafter referred to as Faculty Members or Faculty. Pronouns "he" and "his" are interchangeable with "she" and "her" unless the text clearly indicates otherwise.

## **ARTICLE II, NON-DISCRIMINATION**

- A. Neither the University nor the Assembly shall discriminate against any Faculty Member on the basis of race, color, religion, national origin, or sex.
- B. Neither the University nor the Assembly shall discriminate against any Faculty Member on the basis of activity or lack of activity on behalf of the Assembly.

## ARTICLE III, CONDITIONS OF SERVICE

- A. Except as modified by the terms of this Agreement, Faculty Members shall retain all rights and benefits provided in the written rules, regulations and policies formally adopted by the Board of Regents since September 1964 which pertain to conditions of employment over which the University would be required to negotiate with the Assembly. The minutes of the Board of Regents shall constitute the basis of the applicable rule, regulation or policy.
- B. Except as modified by the terms of this Agreement, the Faculty of the University of Hawaii at Manoa, University of Hawaii at Hilo and West Oahu College shall retain the rights and responsibilities set forth in **Part 4: Conditions of Service**, of the Faculty Handbook for Manoa and Hilo Campus, 1973 Interim Revision, provided that:
  - Amendments and modifications officially approved by the Board of Regents after the issuance of said Handbook and prior to the execution of this Agreement shall prevail;

- 2. Maternity leave shall be governed by the provisions of applicable law;
- 3. Only Appendices D, H, I, and T of said Handbook are incorporated herein;
- 4. Faculty Members may receive extra compensation to teach classes in continuing education and summer session programs. The rate of compensation will be determined by the number of credit hours taught and the rank of the Faculty Member. The total number of credit hours shall be limited to six hours during the academic year.

Nine-month Faculty may not teach for additional compensation in the summer session during the same period of time that they are receiving a summer research salary or other compensation for services to the University. Eleven-month Faculty may teach in the summer session only if they are on vacation, off-duty, or on leave without pay and are not receiving a summer research salary or other compensation for services to the University. During the academic year, a Faculty Member may either teach up to six credit hours on an overload basis or take instruction for credit up to six credit hours a year, or a combination of both, provided the combined total does not exceed six credit hours in any one semester and nine credit hours for the academic year.

During the academic year, Faculty at Manoa and Hilo must be teaching at least nine credit hours or equivalent as determined by the University during a given semester to qualify for overload teaching in continuing education programs.

Faculty may not receive extra compensation from University grants or contracts during the academic year other than for duly authorized per diem allowances while traveling.

Prior authorization must be obtained before undertaking additional University services for additional compensation.

- C. Except as modified by the terms of this Agreement, the Faculty of the Community Colleges shall retain the rights and responsibilities provided in the officially approved rules, regulations and policies of the Board of Regents which pertain to the same subject matter covered in Part 4 of the aforesaid Handbook.
  - 1. Appendix S of said Handbook is incorporated herein.
  - 2. Faculty Members may receive extra compensation to teach classes on an overload basis in accordance with existing

policies governing overload. The rate of compensation will be determined by the number of credit hours taught and the range of the Faculty Member.

The same limitations with respect to credit hours of teaching and taking of instruction set forth in Section 4 of Paragraph B above shall apply.

#### D. Sabbatical Leaves

- 1. The purpose of the sabbatical leave is to provide the Faculty with an opportunity for further professional growth and development so that they may serve more effectively on their campuses and in their field of specialization.
- 2. Only tenured Faculty Members of Rank or Range 3 or above may be eligible for a sabbatical leave after six years of full-time creditable service with the University.
- 3. The term of a sabbatical leave shall be for a period of 12 months (usually an academic year) on half pay or six months (a semester) on full pay.

Tenured Faculty Members serving on eleven-month appointments may alternatively be granted sabbatical leaves of shorter duration with full pay at proportionately more frequent intervals, after the initial period of six years of full-time creditable service at the University, provided that the total leave with pay taken within a sabbatical leave period does not exceed that provided for regular sabbatical leave.

- 4. Each person who receives a sabbatical leave shall agree to return to the University System for service for a period of not less than one year.
- 5. Each person who applies for a sabbatical leave shall submit, through his chairman to the dean or provost, an outline of the educational program, research, or other professional activity to which he proposes to devote the leave, along with his reasons for undertaking such a program while on leave. The dean or provost shall note his recommendation on each application and shall forward each to the chancellor.

All requests for sabbatical leave must be in the hands of the President for submission to the Board of Regents at least six months (one academic semester for instructional staff) before the effective date of the leave.

6. In evaluating applications for sabbatical leaves, the following shall be considered: (1) the nature of the educational or

professional program to be undertaken; (2) the contribution that the applicant has made or shows promise of making to his campus; and (3) the effect of the applicant's absence on the work of the department or unit and on the operations of the University.

7. It is expected that a Faculty Member on sabbatical leave at full pay will not take employment for compensation during the leave, and that one on half pay will not take more than half-time employment. However, it is recognized that in some instances such employment is necessary for or enhances the attainment of the purposes for which the leave was granted. In such cases a request for permission to take compensated employment should be included in the outline of the proposal submitted to the dean or provost. Included in this provision is the acceptance of fellowships and grants. Upon his return from sabbatical leave the Faculty Member shall report to the University in writing on his activities during his leave, through his dean or provost, and via the appropriate chancellor.

## E. Study Leaves

- Study leave of three months with full pay or six months at 1. half pay may be granted by the University to full-time Faculty Members classified as R, S, or a in Rank 2 at the end of five years' service with the provision that such leaves will be utilized in advanced study toward a degree. Subject to the same provisions, at the completion of three years' service, Faculty Members classified as I-2 or C-2 may be granted study leaves for a semester at half pay, or for a year at quarter pay. Faculty Members who have served a minimum of five years in Rank or Range 2 without taking a study leave may, upon promotion to their next higher corresponding rank, apply this time either to a study leave of three months, or as three years' credit toward a sabbatical leave. If a study leave is taken after promotion, no time served in the lower rank can be used to apply toward a future sabbatical leave. Also, the time actually spent on study leave cannot be applied toward a sabbatical leave.
- 2. Each person who applies for a study leave shall submit through his chairman to the dean or provost, an outline of the educational program to which he proposes to devote the leave, along with his reasons for undertaking such a program while on leave. The dean or provost shall note his recommendation on each application and shall forward each to the chancellor.

All requests for study leave must be in the hands of the President for submission to the Board of Regents at least six months (one academic semester for instructional staff) before the effective date of the leave.

- 3. In evaluating applications for study leave, at least the following shall be considered:
  - (a) That no additional positions will be necessary and that the work of the department or unit will be done satisfactorily;
  - (b) That the purpose of the leave is mutually beneficial to the Faculty Member and the University;
  - (c) The nature, length, and pertinency of the educational program which the Faculty Member plans to undertake:
  - (d) That the Faculty Member's absence will not adversely affect the operations of the University;
  - (e) The Faculty Member's contribution to the University, his demonstrated potential for growth and development and his seniority (continuous length of service with the University).
- 4. The Faculty Member must agree to return to the University of Hawaii for at least one year thereafter.
- 5. In order to give non-instructional Faculty Members an opportunity to attend professional meetings, visit research centers, or observe field practices while away from the state on vacation leave, the Board of Regents may grant leaves of absence with pay for the period actually devoted to these activities.

## F. Leaves Without Pay

#### General

Leaves of absence without pay may be granted where such leave is determined to be to the advantage of the University, provided a satisfactory temporary replacement can be secured. Such leaves will not be granted for periods longer than one year at a time. Leaves without pay which exceed one month are creditable toward sabbatical leave credit or salary increments if there is a prior agreement in writing. Such leaves fall in the following categories.

Leave Without Pay for Professional Improvement.
 Professional improvement leaves are granted only in cases

where the recipient will enhance his value to the University by deliberately seeking to improve his professional abilities. In these leaves, the improvement of the recipient's professional abilities must be primary and direct, and not a secondary or incidental consequence, such as may result from employment by an outside agency.

- a. If the support for the leave is provided by the recipient himself, then the recipient's statement of purpose establishes whether the primary purpose is professional improvement.
- b. If support is provided by an outside agency, then the agency's reason for providing support defines the primary purpose of the leave.
- c. Fellowships and foundation grants awarded to enable recipients to pursue the kind of research, scholarship and creative work which improve their professional abilities and so enhance their value to the University are considered to be for professional improvement.
- Leaves Without Pay for General Improvement.
  Leaves in this category are those in which a Faculty Member pursues academic, research, scholarship or educationally related purposes which do not qualify under professional improvement.
- Leave Without Pay for Personal Reasons.

  Leaves in this category are other than professional or general improvement.

## **Applications**

Applications for leave without pay must be submitted through the chairman to the dean or provost with a statement of the reason for such leave. The dean or provost shall note his recommendation on each application and shall forward each to the chancellor. When possible, applications should be initiated at least six months in advance of the desired effective date.

G. Nothing contained in this Agreement or actions pursuant thereto shall be deemed a waiver by the University or Assembly of their right to assert at any time hereafter that the provisions of this Agreement and the subjects referred to in this article may or may not be appropriate subjects of collective negotiations, or of their respective rights under the law.

H. All matters affecting employee relations, including those that are, or may be, the subject of a policy promulgated by the University, are subject to consultation with the Assembly. The University shall make every reasonable effort to consult with the Assembly prior to effecting changes in any major policy affecting employee relations.

## ARTICLE IV, TENURE AND SERVICE

- 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 a period of assessment of Faculty Members prior to the awarding of tenure.

## B. Probationary Period.

- 1. Probationary service.
  - a. The probationary period begins when the Faculty Member first holds an appointment effective on or after July 1 and prior to October 2 for full-time service fully funded from the general revenues of the State of Hawaii or from funds deemed by the University to be assured for an indefinite period.
  - b. The probationary period ends by the granting of tenure or the refusal of tenure by the University. During this period, the probationer does not have a claim to his position and the University, through its officers, may exercise its prerogative of non-reappointment without a statement of reasons, except as provided in Article VI.
- c. The probationary period may be interrupted during periods when the Faculty Member does not hold a full-time contract or is on leave without pay. If he signs a contract for a position in which less than 100 per cent of the funds come from the general revenues of the State, or less than 100 per cent from funds deemed by the University to be assured for an indefinite period, his probationary period may also be interrupted. However, if his

probationary period has begun, and he is transferred by his administrative head to a position for which less than 100 per cent come from State funds, he shall continue to accrue probationary credit for his services. By specific agreement in writing in advance, the Faculty Member and the University may agree that periods when the Faculty Member is on leave without pay or is serving under contract for a position for which less than 100 per cent of the funds come from State funds or from funds deemed by the University to be assured for an indefinite period will count toward the probationary period.

d. "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, or S classification, or in Ranks 3, 4, and 5 in I or R classification, or in Ranges II, III, IV, and V of the C classification in the Community Colleges. Faculty Members employed in Rank 2 of the I or R classifications prior to July 1, 1977 shall be credited with probationary service in that rank. In absence of agreement to the contrary, service on terminal year contract does not count as probationary service.

## 2. Duration of probationary period.

For personnel whose appointments are effective a. before July 1, 1975, the normal probationary period for Ranks 4 and 5 in classifications I, R, S, and A is a maximum of two years of full-time service in these ranks at the University of Hawaii. For personnel at Ranks 2 and 3 of the same classification and for all personnel in the C classification, the period of probation is four years in these ranks. The probationary period for any Faculty Member may be lengthened, or shortened, or eliminated by specific action of the University, either at the request of the Faculty Member or upon the initiative of the University but in no instance may the total full-time probationary service exceed five (5) years. The University shall notify the Faculty Member, in writing, of the decision to lengthen, shorten, eliminate, or in any way after the normal probationary period. If tenure is denied, the Faculty Member will be given a terminal one-year appointment.

- For personnel whose appointments are effective on or after July 1, 1975, but before July 1, 1977, the normal probationary period is five (5) probationary years while in salary classifications 12, R2, A2, S2, 13, R3, A3, S3, and C; three (3) years while in classifications 14, R4, A4, and S4; and two (2) years while in classifications 15, R5, A5 and S5. The probationary period for any Faculty Member may be lengthened, or shortened, or eliminated by specific action of the University, either at the request of the Faculty Member or upon the initiative of the University, but in no instance may the total full-time probationary service exceed seven (7) years. The University 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 appointment.
- For personnel whose appointments are effective C. on or after July 1, 1977, the normal probationary period is five (5) probationary years while in salary classifications A2, S2, I3, R3, A3, S3 and C; three (3) years while in classifications 14, R4, A4, and S4; and two (2) years while in classifications 15, R5, A5, and S5. The probationary period for any Faculty Member may be lengthened, or shortened, or eliminated by specific action of the University, either at the request of the Faculty Member or upon the initiative of the University, but in no instance may the total full-time probationary service exceed seven (7) years. Faculty Members in salary classifications 13 and R3 may, during their fourth probationary year, request a three (3) year contract; if granted, this action will effectuate an extension of the probationary period to the maximum seven (7) years. The University 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 appointment.

- d. A Faculty Member who applies for promotion during the same year he is being evaluated for tenure will not be awarded tenure if he is denied promotion.

  A Faculty Member in salary classification 13 or R3 employed on or after July 1, 1977, shall be awarded promotion to Rank 4 if granted tenure.
  - e. Faculty Members with service in a rank or range which does not count as probationary service may, upon promotion to a rank or range 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.

## 3. Contracts during probationary period.

- a. Initial appointment to the Faculty, by contract, shall be for a period not to exceed one year. Renewal of contract during the probationary period as defined in Paragraph B2 shall be for one-year terms.
- b. After June 30, 1975, initial contracts in the C and I classifications usually will be effective beginning August 1 and continue through the following July 31.

If the Faculty Member is to be reappointed, he will be offered a new contract which becomes effective July 1. This contract is for one year, and subsequently will be replaced by other contracts for various terms all effective July 1, but always with the provision that the terminal year will include July, thus providing for the month otherwise lost from the initial contract (mutatis mutandis, if the initial contract begins earlier than August).\* This final month is not accumulated vacation, but is a delayed payment for the month eliminated from the

<sup>\*</sup>Personnel appointed before July 1, 1975 whose appointments were effective on September 1 will be governed by the prior policy covering the terminal months of July and August (mutatis mutandis).

initial contract in the transition from the academic to the fiscal year basis. In case the initial contract is not renewed, the original contract remains in effect through its stated term.

Initial contracts in the R, S, or A, and eleven-month appointments in the C classifications may begin at any date, and usually are for a period of one year although they may be for a shorter period terminating June 30. In no case will the initial contract be for longer than one year. If the initial appointment is to be continued, the renewal contract will be effective July 1 and will replace any unexpired portion of the first contract. Persons appointed specifically on a research grant or contract will be appointed for one year or less, renewal being subject to the needs of the program and availability of funds. The beginning and ending of their annual employment contracts will coincide with anniversary dates of the research grant or contract from which they are paid.

## C. Tenure application, review and notification.

All eligible Faculty must apply for tenure by their final year of probationary service according to a timetable established and published by the University, provided previous years of probationary service have been rated as satisfactory. Following review of the application, the University, 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 terminal contract commencing July 1.

#### D. Effective dates for tenure and sabbatical leaves.

1. For the purpose 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 June 30 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 proba-

tionary period. In such event, the probationary period will commence on August 1 following.

2. Credit toward sabbatical leave is computed in units of not less than a full semester for instructional Faculty and from the effective date of appointment in all other classifications.

## E. Tenure not applicable to certain personnel.

- 1. University personnel who have not been on probationary status or who have been notified of contract non-renewal are ineligible to apply for tenure.
  - Community College personnel appointed at range 1 are not awarded tenure in that range, provided, however, that any such personnel who were appointed on or before March 18, 1975, may be awarded tenure in that range.
  - 3. Personnel in the I and R classifications at ranks 2 and 3 at Manoa, Hilo and West Oahu College appointed on or after July 1, 1977 shall not be awarded tenure in those ranks, provided, however, that any such personnel who were appointed before July 1, 1977 may be awarded tenure in those ranks. Personnel in classifications I2 or R2 will be given appointments of one year or less during their first two years of service. They may be given appointments of two-year terms after their second full year of service, and appointments of three-year terms after four full years of service.
  - 4. Visiting Faculty should be appointed for not more than one year at a time, with the title "Visiting" preceding the designated rank. Visiting Faculty may be appointed to fill temporary vacancies in tenured positions or to fill temporary positions established pursuant to supplementary appropriations from the general revenues of the State of Hawaii. Visiting Faculty do not earn probationary credit at the University of Hawaii.
  - 5. Recommendations for renewal of contracts of personnel governed by sub-paragraphs 2 and 3 above shall be made in accordance with the procedures of Article VII, Paragraph B. Notification of intent not to renew an appointment shall also be given in accordance with the dates set forth in Article VII, Paragraph B. Contracts for all other non-probationary personnel shall be for one year or less, with notification governed by Paragraph L of this Article.

#### F. Prior Service.

Service with universities and other organizations before joining the University of Hawaii will not be considered in the calculation of the probationary period.

Probationary credit earned at one campus within the University of Hawaii System may be transferable to another campus provided that the probationary period at the recipient campus shall consist of at least two (2) years of eligible full-time service on that campus before a tenure appointment is made. A request for the transference of all or part of such credit shall be made by the Faculty Member to the provost or college dean at the recipient campus. Unless approved in writing prior to commencement of service at the recipient campus, such prior service will not be credited.

## G. Leaves of absence during probationary period.

Faculty Members who have leaves of absence with or without pay during the probationary period must be aware that such leave will not necessarily be credited toward their probationary period. The Facuty Member and his provost, dean or director, with the approval of the appropriate vice-president or chancellor, should agree in writing before leave is taken whether such leave is to be credited toward the probationary period or not. In the absence of such agreement, the leave period will not be credited.

#### H. Broken Service.

Faculty Members who resign having accumulated probationary service and are subsequently reappointed to the same or another campus with a break in service of up to three (3) years will have their probationary status determined and agreed upon in writing between the Faculty Member and the chancellor or provost before reappointment, provided that the remaining probationary period upon reappointment shall consist of at least two years of eligible full-time service. If such determination and agreement is not made in writing prior to reappointment, the prior service will not be credited. Appointees with more than three (3) years of break in service shall follow the probationary periods detailed in Paragraph B2 of this Article.

#### I. Appointment to Administrative Duties.

Any University of Hawaii Faculty Member holding tenure who is appointed to an administrative position will retain his academic title and full right to return at the termination of the administrative appointment to his academic position on a full-time basis, with the same tenure rights as others holding a similar rank.

Any Faculty Member who assumes administrative duties prior to the award of tenure shall retain his academic title. While serving in the administrative position he will not automatically continue to accumulate probationary credit toward tenure, but he will retain the right to return in probationary status to his academic position at the termination of the administrative appointment.

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

- J. Locus and transfer of tenure within the University of Hawaii.
  - 1. Locus of tenure. Tenure is granted at one of the campuses of the University System. At the Manoa Campus, tenure is further limited to a given college, school, or organized research or service unit. At the other campuses, distinction may be similarly made.
  - 2. Tenure on one campus. Although a Faculty Member can hold joint appointments on two campuses, he shall hold tenure at only one campus at any given time. (Note: For the rules below, the University of Hawaii campus a person leaves is called Campus 1 and that he goes to is called Campus 2. These terms are general and so apply as stated if a Faculty Member returns to his original base, which then becomes Campus 2.)
  - 3. Immediate tenure. Campus 2 recruiting a tenured Faculty Member from Campus 1 can grant him tenure immediately. Accepting tenure at Campus 2 automatically voids tenure at Campus 1.
  - 4. Transfer of tenured persons. If immediate tenure is not granted by Campus 2, the Faculty Member may request a leave of absence from his tenured position at Campus 1 for one year; the leave may be extended one more year. If at the end of two consecutive years on leave the Faculty Member does not return to his tenured position, he loses tenure at Campus 1. Campus 2 may grant him tenure at this point. A Faculty Member from Campus 1 who is appointed to an administrative position at Campus 2 shall retain all rights on Campus 1, as provided in Paragraph I.
  - 5. Transfer of programs. If a program of the University System is transferred from one campus to another, Faculty Members engaged in the program shall have the right of first refusal to appointment to Campus 2. Faculty Members who elect to transfer retain their tenure or probationary credit towards tenure, as well as their rank or range. If they do not wish to transfer, Campus 1 shall endeavor to find an appropriate appointment on its campus or on other campuses of the University System. If Campus 1 finds that no appropriate position exists, it may terminate the tenured Faculty Member's

appointment, with notice given to the Faculty Member not less than twelve (12) months before termination or in lieu thereof with severance pay equal to twelve (12) months salary; or, as an alternative to the foregoing and at the request of the Faculty Member, place him on leave without pay for a period of up to two years. If Campus 1 finds an appropriate position while the Faculty Member is on leave without pay, he shall be offered employment in such position. An offer of employment must be accepted within fifteen (15) days after the date of receipt of the offer. If the offer is not accepted, Campus 1 has no further obligation to find an appropriate position for the Faculty Member.

As of the date of the execution of this Agreement, the University has no plans or intentions to transfer any programs from one campus to another.

## K. 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.

## 2. Procedures for evaluating tenure applications.

- a. The application for tenure is prepared by the candidate in consultation with his Department/ Division Chairman (DC), if so requested by the candidate, in accordance with the established guidelines. No anonymous material shall be made a part of any dossier.
- b. The application is then reviewed for completeness by the DC and the Department/Division Personnel Committee (DPC), who will consider the evidence, make a written assessment (or assessments) 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 application shall be assigned to one of the Tenure and Promotion Review Committees (TPRC) appointed by the University. The members shall be appointed from the Faculty Personnel Panel (FPP)

- established pursuant to Article X. The TPRC may be supplemented by appointment of other tenured Faculty Members from the University System.
- d. At Manoa, the dossier is forwarded by the DC to the Dean/Director who, after making his 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 Dean/Director for transmission to the Chancellor.
- e. At West Oahu, in the event that there is no Division or Department at the time the application for tenure is submitted, the Faculty Member may consult with his immediate supervisor in preparing his application. The application is submitted to the Chancellor, who shall refer it to the TPRC. The TPRC shall review the dossier and submit its recommendation to the Chancellor.
- f. At the Community Colleges, the dossier is forwarded to the Provost, who shall refer it to the TPRC. The TPRC shall review the dossier and submit its recommendation to the Provost.
- g. At the University of Hawaii at Hilo, the dossier is forwarded to the Deans or Provost, who shall refer it to the TPRC. The TPRC shall review the dossier and submit its recommendation to the Deans or Provost.
- h. When an Administrative Official disagrees with the recommendation of the TPRC he shall discuss the case with the TPRC before making his recommendation.
- i. The University will notify the Faculty Member of its decision in accordance with Paragraph C of this Article.
  - j. In order to protect and enhance the integrity of the faculty committee process, the 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 Committee or its members. Faculty Members participating in all personnel committees have the responsibility for avoiding conflicts of roles.

- k. The internal procedures of department, division, and tenure and promotion review committees shall not constitute the basis of a grievance.
- I. If a school or college, because of newness, size, or program is not organized with departments or divisions, the department or division personnel committee shall be dispensed with, and a Faculty Personnel Committee will be constituted for that school or college. If additional Faculty to supplement the committee are desired, the chancellor may, in consultation with the school or college dean or provost, appoint Faculty Members from other colleges or schools of the University to serve on an ad hoc basis.
- m. For Hilo College, the Division Personnel Committee referred to in Articles IV, V, and VII may be composed of personnel in a given discipline if that discipline has at least seven full-time Faculty Members exclusive of personnel who are applicants for tenure or promotion, personnel under consideration for contract renewal and personnel on terminal year appointments.
- n. The procedures set forth in this section shall apply to the tenure review process beginning with the academic year 1977-78.

## L. Notice of resignation and non-renewal of limited term contracts.

Because it is especially difficult for this University to replace Faculty Members on short notice, good professional practice requires that a Member who expects to resign should give notice of his intention well in advance. Similarly early notification will be given to Faculty Members on limited term contracts when it is the intent of the University not to renew the contract.

## **ARTICLE V, PROMOTION**

#### A. General

Guidelines for filling out and processing promotion 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 promotion application forms and shall be the basis on which judgment for consideration of promotion shall be made.

A member of the Faculty classified as rank 2 (instructor, junior researcher, etc.) and in range 2 or above if applicable will be automatically considered for promotion during the year in which he is serving his seventh year of creditable service at the University of Hawaii in his present rank or range.

Additionally, any Faculty Member may be considered for promotion prior to the seventh year of creditable service in accordance with guidelines established by the University. He may also request deferment of consideration for promotion.

## B. Procedures for Recommending Promotion

- 1. The application for promotion is prepared by the candidate in consultation with Department/Division Chairman, if so requested by the candidate, in accordance with the established guidelines. No anonymous material shall be made a part of any dossier.
- 2. Procedures and provisions described in Article IV, K. 2, paragraphs b. through I. shall apply for promotion as well as tenure.
- 3. The University 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 July 1, even if the decision and notification are made after June 30.
- C. The procedures set forth in this Article shall apply to the promotion review process beginning with the academic year 1977-78.

# ARTICLE VI, NEGATIVE TENURE AND PROMOTION ACTIONS

- A. In the promotion and tenure evaluation process, the campus head (chancellor, provost, deans of Hilo College and Hilo College of Agriculture) will notify each Faculty Member whose dossier, when it reaches the office of the campus head, contains a negative recommendation with respect to his promotion or tenure application.
- B. When a Faculty member receives such notice from the campus head, the Faculty Member may, within five (5) calendar days after receiving such notice, inform the campus head in writing that he would like to examine the dossier.
- C. Upon receiving the request, the campus head or his designee shall provide the Faculty Member an opportunity to examine the dossier within five (5) calendar days.

- D. The Faculty Member may, within five (5) calendar days after examining the dossier, submit written comments and additional material to the campus head for transmission to the Tenure and Promotion Review Committee.
- E. The TPRC will consider the comments and additional material submitted by the Faculty Member and incorporate these together with its recommendation in the dossier. The campus head will, after reviewing the dossier and recommendation of the TPRC, forward his recommendation and dossier in accordance with Articles IV (Tenure) and V (Promotion).
- F. When a Faculty Member receives written notification from the University, in accordance with Article IV-C, or Article V, that his application for tenure or promotion has not been granted, he may, within ten (10) calendar days after receiving such notice, inform the campus head in writing that he would like to examine the dossier.
- G. Upon receiving the request, the campus head or his designee shall provide the Faculty Member an opportunity to examine the dossier within ten (10) calendar days.
- H. The Faculty Member may within ten (10) calendar days after examining the dossier, or within twenty (20) days of receipt of the written notification if he does not examine the dossier, elect one of two alternative procedures by submitting a request in writing in accordance with the following:
  - If the Faculty Member believes that this Agreement or the supplemental guidelines and procedures established or approved by the University have been violated or misapplied and that such violation or misapplication has adversely prejudiced his application, he may file a grievance at Step 2 of the Grievance Procedure by complying with the requirements of Article XII, Grievance Procedure.
  - 2. In the alternative, the Faculty Member may request a meeting with the Chancellor or the President. In such event, the Chancellor or President, as the case may be, shall meet with the Faculty Member.
    - a. If the Faculty Member then wishes to appeal the decision and request a reconsideration on the substance of the application, he may submit his request together with any additional materials within ten (10) days after such meeting.
    - b. If the recommendation of the TPRC in the review process had been positive, the University shall, at the request of the Faculty Member, appoint a special committee to review the case and make recommendations to the President 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 Administrative Officials 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 after consultation with the Chairman of the Department or Division and the Chairman of the TPRC.

- c. At the conclusion of the reconsideration process, the University will notify the Faculty Member of its decision. If the decision remains negative, and if the Faculty Member so requests, the University will provide the Faculty Member with a statement of reasons for the decision.
- d. The decision of the University under this alternative, being on a consideration of the substance of the application, shall not be subject to the formal grievance procedure.

# ARTICLE VII, RENEWAL OF CONTRACTS DURING PROBATIONARY PERIOD

#### A. General.

Renewal of contract during the probationary period shall not exceed one year terms, except as provided in Article IV B2c. Recommendations for renewal shall require that the Faculty Member's performance has been rated as satisfactory, that there is a continuing need for his services at the University, and that he has made the professional improvement or has demonstrated the professional and personal qualities needed by his department, or similar considerations.

#### B. Procedures.

The reappointment recommendation form is initiated by the Department/Division Chairman. The form will provide for the assessment by the Department/Division Chairman and the Department/Division Personnel Committee of the Faculty Member's performance. Areas of the individual's strengths and weaknesses will be indicated. 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 chairman who will make his assessment and recommendation. The Chairman will then show the assessments and recommendations to the Faculty Member concerned before forwarding same. At Manoa, the form and recommendations are forwarded to the dean, or director.

At the University of Hawaii at Hilo the material is transmitted from the division chairman to the dean.

At West Oahu College, in the event that there is no division or department at the time a reappointment recommendation is due, the dean will initiate the form and make the initial recommendation. The form and recommentations are then forwarded to the chancellor.

At Community Colleges, the form and recommendations are transmitted to the appropriate dean and provost.

Written notification of intent to terminate an appointment at the end of the initial year shall be given by the University to a probationary Faculty Member by February 1 of that year, or in the case of a mid-year appointment by May 1. Written notification to terminate an appointment at the end of the second year shall be given by December 15 of that year. After two or more full-time probationary years, at least twelve months' notice of termination will be given. If notification of termination is not given by the dates defined above, the Faculty Member will be given a one-year terminal contract commencing on the following July 1st.

## ARTICLE VIII, ACADEMIC FREEDOM AND RESPONSIBILITY

#### A. Academic Freedom.

The Faculty Member is entitled to freedom in the classroom in discussing his subject of expertise and in the publication of the results of his research. The University recognizes that the Facuty Member, in speaking and writing outside the University upon subjects beyond the scope of his own field of study, is entitled to precisely the same freedom and is subject to the same responsibility as attaches to all other citizens. When he thus speaks as a citizen, he should be free from censorship or discipline.

## B. Responsibility.

The Faculty Member is responsible for maintaining high professional standards of scholarship and instruction in his field of special competence. In giving instruction upon controversial matters, the Faculty Member is expected to set forth justly and without suppression the differing opinions of other investigators, and in his conclusions provide factual or other scholarly sources for such conclusions. He should be careful not to introduce into his teaching controversial matter which has no relation to his subject. When speaking and acting as a citizen, the Faculty Member shall take suitable precaution to assure that his personal utterances or actions are not construed as representing the University.

## C. Procedure for Dealing with Alleged Infringements.

- When a Faculty Member believes that his academic freedom is threatened by the possible violation of Article VIII-A above, he may discuss the matter with his department chairman or the appropriate Administrative Officer.
- 2. If a satisfactory adjustment of the matter does not result, the Faculty Member may present his case, confidentially and orally, to the Faculty Advisory Committee on Academic Freedom, which will then informally inquire into the situation to determine whether there is a probable violation of the provision on academic freedom, and attempt to effect an adjustment.
- If the committee concludes that academic freedom is in jeopardy by the probable violation of Article VIII-A above, and that no adjustment can be effected, it will then request a written statement from the complaining Faculty Member and proceed to collect all factual materials available relating to the case.
- 4. After consideration of these materials, the committee will make a recommendation to the appropriate Administrative Officer, with a copy to the appropriate chancellor.
- 5. If the Administrative Officer takes action which does not satisfy the Faculty Member, and the Faculty Member believes the action violates Article VIII-A above, he may file a grievance at Step 2 of the Grievance Procedure (Article XII).

## D. Advisory Committee on Academic Freedom.

The Faculty Advisory Committee on Academic Freedom shall consist of five (5) members appointed from the Faculty Personnel Panel established pursuant to Article X of this agreement. A majority of the committee shall be from the campus in which the alleged infringement occurred. Additionally, at Manoa and the University of Hawaii at Hilo, at least two members of the majority from the respective campus shall be from the school or college of the Faculty Member.

## ARTICLE IX, DISCIPLINARY ACTIONS

#### A. General.

The University shall not suspend or discharge for disciplinary reasons, or take other disciplinary action against a Faculty Member, except for proper cause.

# B. Suspension or Discharge Based on Failure to Fulfill Professional Obligations.

- 1. If an Administrative Official believes that there is probable cause for the suspension or discharge of a Faculty Member based on his failure to fulfill his professional obligations, he shall make a statement in writing of the grounds and have such statement served upon the Faculty Member in person or by registered or certified mail to the Faculty Member's address of record. A copy of such statement shall also be sent to the Assembly.
- 2. The Faculty Member may file an answer to the statement with the President within fifteen (15) calendar days. If the Faculty Member fails to answer within fifteen (15) calendar days, the University may proceed with the suspension or discharge, and such action shall be final and binding.
- 3. If the Faculty member files an answer and disagrees with the statement, then the President shall appoint a disciplinary advisory committee to be composed in the manner described below. The purpose of the committee is to conduct an informal investigation of the matter and to advise the President whether or not the Faculty Member should be suspended or discharged. The investigation shall include an opportunity for the Faculty Member to present his case on the matter to the committee.

The President shall appoint a committee of five (5) members from the Faculty Personnel Panel established pursuant to Article X of this Agreement. If the Faculty Member is from the Faculty of a community college, a majority of the committee shall be from the community colleges. If the Faculty Member is from the Faculty of a four-year campus, a majority of the committee shall be from the campus. At least two committee members shall be from the school or college of the Faculty Member. The President shall also appoint two administrative personnel to work with the committee.

The investigation shall be conducted with the utmost discretion. The committee shall proceed in an expeditious manner and conclude its investigation within forty-five (45) calendar days after the matter has been referred to it, and file a report with the President. Additionally, members of the committee may file individual reports with the President. The President or his designee shall render a decision on the matter within thirty (30) days after receipt of the committee report.

4. If, at the conclusion of the investigation, the President decides to proceed with the suspension or discharge of the Faculty Member, he shall so notify the Faculty Member in writing and have such notice served upon the Faculty Member in person or by registered or certified mail. A copy shall also be sent to the Assembly.

The Faculty Member or the Assembly may then file a grievance at Step 3 of the Grievance Procedure, within fifteen (15) calendar days of the service of the decision of the President. If a grievance is not filed within fifteen (15) calendar days, the President may proceed with the suspension or discharge; and such action shall be final and binding.

5. The Faculty Member shall not be suspended during the foregoing proceedings, including the grievance procedure.

# C. Suspension or Discharge Based on Matters Not Related to Failure to Fulfill Professional Obligations.

- 1. If a dean, provost, or other Administrative Official believes that there is probable cause for the suspension or discharge of a Faculty Member for reasons not based on failure to fulfill professional obligations, he shall make a statement in writing of the grounds and have such statement served upon the Faculty Member in person or by registered or certified mail to the Faculty Member's address of record. A copy of such statement shall also be sent to the Assembly.
- 2. The Faculty Member may file an answer to the statement with the chancellor within five (5) calendar days. If the Faculty Member fails to answer in the stated time, the University may proceed with the suspension or discharge and such action shall be final and binding.
- 3. If the Faculty Member files an answer disagreeing with the statement and in the answer also requests a meeting, the chancellor or his designee shall afford the Faculty Member an opportunity to meet within twenty (20) calendar days after receipt of the answer. In filing his answer, the Faculty Member may also request the appointment of a committee, in which case the chancellor shall appoint an advisory committee of three members from the Faculty Personnel Panel established pursuant to Article X of this Agreement. The committee shall attend the meeting of the chancellor with the Faculty Member and discuss the case with the chancellor and provide such other assistance as the chancellor may request before the chancellor renders his decision. The chancellor shall proceed

expeditiously with a decision on the matter after the meeting, or after receipt of the answer if a meeting is not requested. If the chancellor or his designee should decide to proceed with the suspension or discharge, he shall so notify the Faculty Member in writing and shall have such notice served upon the Faculty Member in person or by registered or certified mail. A copy shall also be sent to the Assembly.

- 4. The Faculty member shall not be suspended during the foregoing proceedings pending the decision of the chancellor unless immediate harm to himself or others is threatened by his continuance; if the latter condition exists, the suspension shall be with pay.
- 5. The Faculty Member or the Assembly may file a grievance at Step 3 of the Grievance Procedure.

## D. Other Disciplinary Actions.

Other disciplinary actions which do not involve suspension or discharge may be the subject of a grievance at Step 1 of the Grievance Procedure.

#### ARTICLE X, FACULTY PERSONNEL PANEL

- A. A University-wide Faculty Personnel Panel (FPP) shall be elected by the Faculty to provide a resource of experienced Faculty to which the President of the University may look for assistance and advice with respect to personnel matters involving Faculty Members.
- B. All tenured full-time Faculty at rank 5 in the four-year campuses, and the one-fourth of the tenured full-time Faculty in each Community College with the longest periods of continuous service in that college shall be automatically candidates for election to the panel. Other tenured full-time Faculty Members may be nominated by petition of fifteen (15) Faculty Members.
- C. Members shall serve for two (2) years. When an elected member of the panel ceases to be a full-time Faculty Member he is automatically excluded from participation until returned to full-time duty.
- D. Election to the panel shall be by school or college as follows:
  - 1. Each school or college shall have a minimum of ten (10) representatives. If there are fewer than ten (10) tenured Faculty, all shall serve on the panel.
  - 2. Any school or college shall elect one (1) additional panel member for each 25 FTE Faculty in excess of 50.

3. Hawaii Community College, Hilo College and Hilo College of Agriculture shall have separate representation on the panel. Faculty Members at the University of Hawaii at Hilo who are not assigned to a college shall be considered in the representation of Hawaii Community College or Hilo College respectively according to their classification. Organized Research units at Manoa will be combined and treated as a college for representation purposes. Faculty Members at Manoa who are not in a school or college shall be aggregated and elect representatives in accordance with the FTE criteria stated above. Likewise, Faculty Members within the community college system who are not assigned to one of the colleges shall be aggregated and elect representatives in accordance with the FTE criteria stated above.

## **ARTICLE XI, PERSONNEL FILES**

A. Official personnel files shall be maintained for each Faculty Member.

Official personnel files shall be maintained in the following places: at Manoa, in the Faculty Records Office; at the University of Hawaii at Hilo, in the Office of the Chancellor; at West Oahu College, in the Office of the Chancellor and at the community colleges, except Hawaii Community College, in the Office of the Provost.

In addition, personnel files maintained in the offices of department or division chairmen and deans at the University of Hawaii at Manoa and the University of Hawaii at Hilo shall be deemed to be official personnel files. This provision shall also apply to the personnel files in the offices of the division chairmen in the community colleges, except Hawaii Community College.

- B. The Faculty Member, upon request, shall be permitted to examine the official personnel files referred to in this Article during normal business hours, in the presence of a representative of the University, provided, however, any letters of recommendation solicited in connection with his initial employment, and subsequent statements of reference marked confidential, shall not be available to that Faculty Member.
- C. A Faculty Member shall have the right to submit written additions or responses to the material contained in his official personnel files. He may submit information relating to his academic and professional accomplishments for inclusion in his official personnel files. No anonymous material shall be placed in the official personnel files.
- D. Derogatory material in the official personnel files concerning a Faculty Member shall be destroyed five (5) years after being placed therein. Materials relating to professional performance and employment status shall not be destroyed.

- E. Upon the request of the Faculty Member, he shall be provided a copy of any material in his official personnel files intended for use in connection with a grievance involving him.
- F. The University shall provide a Faculty Member with material from another Faculty Member's personnel file if it deems that such material would be relevant to the processing of a Faculty Member's grievance and the provision of such material would not impair the confidentiality of the personnel file. A Faculty Member requesting material from such other personnel file shall identify each item with specificity. The University shall also require the written approval of the other Faculty Member as to each item requested prior to releasing copies of same.
- G. A Faculty Member who is furnished material requested by him shall reimburse the University at the rate of 50¢ for the first five (5) sheets and 5¢ per sheet thereafter.

## ARTICLE XII, GRIEVANCE PROCEDURE

#### A. Definition.

A grievance is a complaint by a Faculty Member or the Assembly concerning the interpretation and application of the express terms of this Agreement.

#### B. General.

- 1. Faculty are encouraged to work out grievances with their immediate superiors on an informal basis, without resort to the formal grievance procedure, whenever possible. If it is not possible to resolve the grievance informally, and the Faculty Member desires to pursue the matter, the procedures under C shall apply.
- 2. Any information pertaining to the grievance in the possession of the University needed by the grievant or the Assembly in behalf of the grievant to investigate and process a grievance shall be provided to them on request at a cost of 50¢ for the first five (5) sheets and 5¢ per sheet thereafter, within seven (7) working days.

#### C. Procedures.

1. Requirements for Filing a Formal Grievance. A grievance must be submitted in writing and shall contain (1) a statement of the facts concerning the grievance, (2) the specific provision of this Agreement alleged to have been violated, (3) the relief requested, and (4) whether the Faculty Member

attempted an informal adjustment of the grievance and, if so, with whom.

The Faculty Member may request the assistance and representation of the Assembly in the grievance procedure. Alternatively, the Faculty Member may file a grievance and have his grievance heard without intervention of the Assembly, provided the Assembly is afforded an opportunity to be present at the conference(s) with the grievant in which case a copy of the grievance shall be furnished to the Assembly. Any adjustment made shall not be inconsistent with the terms of this Agreement.

A grievance must be filed within twenty (20) calendar days or within forty-five (45) calendar days in the case of a class grievance, of the date following the alleged violation giving rise thereto, or the date on which the Faculty Member or the Assembly first knew or reasonably should have known of such alleged violation, whichever date is later. There shall be no obligation by the University to consider any grievance not filed within the specified time limit and in accordance with the specific procedure stated in each step.

Step 1. A grievance shall be filed at Step 1 with (a) the appropriate school or college dean or provost; or (b) such directors as may be designated by the chancellors or vice-presidents with respect to other administrative or program units. The dean, provost, or director or his respective designee shall schedule a grievance meeting with the grievant and/or his designated representative within ten (10) calendar days of the filing of the grievance. A response in writing shall be issued to the grievant within ten (10) calendar days after the close of the meeting.

Step 2. If the response at Step 1 does not resolve the grievance, the grievant may appeal the Step 1 response by filing an appeal with the chancellor, appropriate vice-president, their successors in office or their respective designee (herein all referred to as chancellor) within ten (10) calendar days after receipt of the Step 1 response. Such appeal shall be in writing and shall specify the reason why the grievant believes that the Step 1 decision is in error. The chancellor need not consider any grievance in Step 2 which encompasses different alleged violations or charges than those presented in Step 1. The chancellor or his designee shall schedule a grievance meeting with the grievant and/or his designated representative within fifteen (15) calendar days after receipt of the appeal and shall issue a decision in writing to the griev-

ant within fifteen (15) calendar days after the close of the meeting.

Step 3. If the response at Step 2 does not resolve the grievance, the grievant may appeal the Step 2 response by filing an appeal with the President of the University or his designee within fifteen (15) calendar days after receipt of the Step 2 response. Such appeal shall be in writing and shall specify the reason why the grievant believes that the Step 2 decision is in error. The President need not consider any grievance in Step 3 which encompasses different alleged violations or charges than those presented in Step 2. The President or his designee shall schedule a grievance meeting with the grievant and/or his designated representative within fifteen (15) calendar days after receipt of the appeal and shall render a response in writing to the grievant within twenty (20) calendar days after the close of the meeting.

The University and the Assembly may, by mutual agreement, waive any or all of the above steps and proceed directly to Step 4.

Step 4. Arbitration. If the grievance has not been settled at Step 3, then within thirty (30) calendar days after the receipt of the written decision of the President or his designee, the Assembly may request arbitration by giving written notice to that effect, in person or by registered or certified mail, directed to the President or his designee.

Representatives of the parties shall attempt to select an Arbitrator immediately thereafter.

If agreement on an Arbitrator is not reached within fifteen (15) calendar days after the request for arbitration is submitted, either party may request the Hawaii Public Employment Relations Board to submit a list of five (5) Arbitrators. Selection of an Arbitrator shall be made by each party alternately deleting one (1) name at a time from the list. The first party to delete a name shall be determined by lot. The person whose name remains on the list shall be designated the Arbitrator.

No grievance may be arbitrated unless it involves an alleged violation of a specific term or provision of the Agreement. The Arbitrator shall not consider any new alleged violations or charges than those presented initially.

If the University disputes the arbitrability of any grievance, the Arbitrator shall first determine whether he has jurisdiction to act; and if he finds that he has no such power, the grievance shall be referred back to the parties without decision or recommendation on its merits.

The Arbitrator shall render his award in writing, no later than thirty (30) calendar days after the conclusion of the hearings or, if oral hearings are waived, then thirty (30) calendar days from the date statements and proofs were submitted to the Arbitrator.

The decision of the Arbitrator shall be final and binding upon the Assembly, its members, the Faculty Member(s) involved in the grievance, and the University. There shall be no appeal from the Arbitrator's decision by either party, if such decision is within the scope of the Arbitrator's authority as described below:

- a. The Arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His award must be consistent with the terms of this Agreement.
- b. In any grievance involving the employment status of a Faculty Member, the Arbitrator shall not substitute his judgment for that of the official making such judgment unless he determines that the decision of the official is arbitrary or capricious.
- c. When the Arbitrator finds that any disciplinary action was improper, he may set aside, reduce, or otherwise modify the action, and may award back pay to compensate, wholly or partially, for any salary lost.

The fees of the Arbitrator, the cost of transcription and other necessary general costs, shall be shared equally by the University and the Assembly. Each party will pay the cost of presenting its own case and the cost of any transcript that it requests.

#### D. Class Grievances.

The Assembly may file a Class Grievance if it affects two (2) or more Faculty Members whose complaints involve the same questions of fact and contract provision(s), so that a decision as to one grievant shall be decisive as to all members of the Class.

In filing a Class Grievance, the Assembly shall set forth, in addition to the requirements for filing a formal grievance, (1) the questions of fact which are common to all members of the Class, (2) the identification of all members of the Class known to the Assembly, (3) a statement as to whether or not the members of the Class have been notified and

given opportunity to be included or excluded from the Class, and (4) the name of the Faculty Member who shall serve as representative of the Class for purpose of determining the questions of fact and alleged contract violation.

If a Class Grievance involves more than one school or college dean or provost reporting to the same chancellor, the Grievance may be filed initially at Step 2.

If a Class Grievance involves more than one chancellor, the Grievance may be filed initially at Step 3.

## **ARTICLE XIII, REPRESENTATION RIGHTS**

A. Duly certified staff representatives of the Assembly shall be permitted on University premises at all reasonable hours for the purpose of conducting official Assembly business such as investigating complaints and grievances that have arisen and to ascertain whether or not the Agreement is being properly administered. The Assembly agrees that such visitation rights shall be exercised reasonably and also shall not interfere with the normal operations of the University.

The Assembly shall provide the University with a list of duly certified Assembly representatives and maintain that list's currency.

- B. The Assembly may use the University's meeting facilities for Assembly meetings upon request to the University, subject to the University's policies and procedures.
- C. The Assembly shall be permitted to use the University mail services for the purposes of intra-campus distribution, subject to the University's policies and procedures.
- D. The Assembly may use audio-visual equipment in connection with official Assembly meetings, provided that the equipment requested is not otherwise in use, and provided that the Assembly shall reimburse the University the normal charges for the use and services connected with the use of such equipment.
- E. The Assembly may use duplicating machines of the University on the following basis:
  - 1. The Assembly shall be assigned at least one auditron to be designated by the University. The Assembly shall reimburse the University for the normal charges connected therewith.
  - 2. On those campuses where the machines are not equipped for operation with auditrons, the Assembly may make reasonable use of a comparable machine to be designated

by the University, upon request and when the machine is not otherwise in use. The Assembly shall reimburse the University for the use of such machine at the same rate as the Assembly would for the use of the auditron-equipped machine on the Manoa Campus.

- 3. The use by the Assembly of the machines authorized herein shall not interfere with or interrupt normal University operations.
- F. The Assembly may post bulletins and notices on official bulletin boards pertaining to official Assembly business. All such postings shall be made over the signature of a certified Assembly representative, who shall furnish copies of all postings to the University at the time of posting, for the information of the University.
- G. Upon written request of the Assembly, the University shall provide information which is necessary to adequately represent its membership, provided the information is available and is not confidential.

## ARTICLE XIV, RIGHTS OF THE UNIVERSITY

The University reserves and retains, solely and exclusively, all management rights, powers, and authority, including the right of management to manage, control, and direct its personnel and operations except those as may be modified under this Agreement.

#### ARTICLE XV, CONFLICT

If there is any conflict between the provisions of this Agreement and any rules, regulations, and policies of the University, the terms of this Agreement shall prevail.

## **ARTICLE XVI, ENTIRETY AND MODIFICATION**

This document contains the entire Agreement of the parties. No provision or term of this Agreement may be amended, modified, changed, altered, or waived, except by written document executed by the parties hereto.

#### ARTICLE XVII, NO STRIKE OR LOCKOUT

- A. The Assembly, its representatives, and Faculty Members will not authorize, instigate, incite, aid, or engage in any work stoppage, slowdown, sick-out, picketing or strike against the Employer, during the life of this Agreement.
- B. The Employer agrees that during the life of this Agreement, there will be no lockout.

### **ARTICLE XVIII, SAVING CLAUSE**

Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction or by the Hawaii Public Employment Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect. The parties will meet not later than thirty (30) days after any such holding for the purpose of renegotiating the provisions affected.

### ARTICLE XIX, RETRENCHMENT

A. If retrenchment should occur, the University, after meeting with the Assembly, shall apply retrenchment in accordance with the qualifications of the Faculty to best meet its remaining institutional needs.

If the qualifications of the Faculty are relatively equal, tenured Faculty shall be accorded priority for retention over untenured Faculty, and more senior Faculty over less senior Faculty within each group. For the purposes of this section, seniority is defined as the total period of continuous full-time service since the initial date of appointment, with the understanding that of two Faculty Members having the same period of service the one with the higher rank, or placed at the higher step within the same rank, shall be regarded as the more senior.

No retrenchment shall be effectuated with respect to full-time personnel in an academic department or division or other comparable unit while other individuals in the same unit are teaching overload in the same subject, or while the same type of work is being done by lecturers or part-time personnel in the same unit of organization.

- B. The University shall notify persons affected by retrenchment as soon as practicable and, barring circumstances beyond its control, shall provide the following notice of termination.
  - 1. For those holding a term appointment: at least four (4) months:
  - For those holding tenured appointments: at least twelve (12) months.
- C. At the time of retrenchment, the University shall give special consideration for placement within the University to a Faculty Member whose services might be terminated as a result of retrenchment, provided that a suitable position vacancy is available in a classification appropriate to the bargaining unit, for which the Faculty Member is otherwise qualified.
- D. For a period of 36 months following retrenchment, a tenured Faculty Member who is not otherwise employed in the University in a position

comparable to the one held prior to retrenchment shall be offered reemployment in the same or similar position at the campus at which he was employed at the time of retrenchment should an opportunity for such reemployment arise. Offers of reemployment shall be in inverse order of layoff. Any offer or reemployment must be accepted within thirty (30) days after acknowledged receipt of the offer or forty-five (45) days after dispatch by registered or certified mail to the last recorded address of the Faculty Member, whichever shall sooner occur. In the event such offer of reemployment is not accepted, the Faculty Member shall receive no further consideration. The offer of reemployment shall be made by personal delivery or by registered or certified mail to the last address of the Faculty Member recorded at the University. It is the Faculty Member's responsibility to keep the University informed of changes of address.

- E. Reappointment of Retrenched Faculty:
  - A retrenched Faculty Member reappointed to a position in the same organizational unit from which he was retrenched shall carry with him full credit for all years which would be applicable to tenure and/or promotion in rank. In addition, all other benefits which have accrued in the organizational unit from which he was retrenched shall adhere to the Faculty Member.
  - A retrenched tenured Faculty Member reappointed to a postion other than the one from which he was retrenched shall be treated in accordance with Paragraph J, Article IV of this Agreement.
  - 3. A retrenched non-tenured Faculty Member reappointed to a postion in an organizational unit other than the one from which he was retrenched may be credited with service applicable to tenure and/or promotion in rank. A written request for such credit must be approved by the appropriate chancellor.
- F. The University shall not employ new full-time Faculty Members in any organizational unit in which a layoff is effective until such time as all qualified retrenched persons eligible for recall in the organizational unit have been offered such recall.
- G. Retrenchment shall not refer to non-renewal of appointments under Article VII or disciplinary actions under Article IX.

### ARTICLE XX, JOINT STUDY COMMITTEE

A joint study committee will be established after the execution of this Agreement.

- 1. The committee will consist of not more than eight (8) members, with up to four (4) to be appointed by the Assembly, and up to four (4) by the University. The parties may appoint alternate members.
- 2. The function of the committee will be to identify problem areas and explore possible solutions with respect to subjects which may be appropriate for collective negotiations, without determining whether or not any subject is a mandatory subject for negotiations.
- 3. The committee is not authorized to make any commitments on behalf of the University or Assembly, nor to negotiate any changes in terms and conditions of employment.
- 4. The committee will meet at mutually convenient times, preferably at least four times a year.

### **ARTICLE XXI, SALARIES**

- A. Subject to the approval of the Legislature of the State of Hawaii:
  - 1. Faculty Members shall receive salary adjustments effective July 1, 1977 as follows:

Each Faculty Member shall advance one step on the salary schedule of July 1, 1976, applicable to his classification, as set forth in Article XX of the Amendment of Agreement Between the Parties hereto dated April 8, 1976, provided that a Faculty Member at the last step of a given salary rank or range, or whose salary exceeds the last step, shall be given a salary adjustment in an amount based on a percentage equivalent to the percentage increase between the last two steps on that rank or range.

2. Faculty Members shall receive salary adjustments effective July 1, 1978 as follows:

Each Faculty Member shall advance one step on the salary schedule of July 1, 1976, applicable to his classification, as set forth in Article XX of the Amendment of Agreement Between the Parties hereto dated April 8, 1976, provided that a Faculty Member at the last step of a given salary rank or range, or whose salary exceeds the last step shall be given a salary adjustment in an amount based on a percentage equivalent to the percentage increase between the last two steps on that rank or range.

3. In the event no increase is provided for in Section 1, or if the monthly increase provided under said Section is less than

\$50 per month, the Faculty Member shall receive a \$50 monthly increase, in lieu of an incremental increase.

- 4. Faculty whose salaries are funded from sources other than the general revenues of the State of Hawaii shall be given corresponding salary adjustments, provided that the particular contract, grant, special or other fund or account has funds available to pay for the increase, and the utilization of the funds for that purpose does not violate the terms of the particular contract, grant, special or other funds. If funds are not available to provide the increases ont he effective date specified above, then the increases shall be implemented when funds become available. If there is a dispute between a Faculty Member and an Administrative Official as to whether funds are available, the dispute shall be referred to the Director of Administration for resolution.
- 5. Faculty Members who resign or are terminated for any reason prior to September 1, 1977 or September 1, 1978, respectively, shall not be entitled to the salary increases stated in this Article. Faculty Members who retire from State service prior to September 1, 1977 or September 1, 1978, respectively, shall be entitled to the increases stated herein.
- B. It is understood that the structure of the salary schedules effective July 1, 1976 may be revised by the University, provided that such revisions shall not result in a diminishment of the amounts of the salary adjustments provided above.

### C. Lecturer fee schedule

Lecturers and resident instructional personnel for the Continuing Education and Summer Session programs and the Community Colleges (abbreviated "C"), shall be paid on a credit hour basis, in accordance with the following rates. In the case of lecturers who do not carry a University classification or academic rank, an equivalence basis shall be used:

Classification Grade	Rate Per Credit Hour
I, R, S, A-2, C-1, C-2	\$352
I, R, S, A-3, C-3, C-4	429
I, R, S, A-4, C-5	483
I, R, S, A-5	557

Fees shall be paid on the basis of the policies and rates in effect on the campus where the course is taught.

Personnel applying for lectureships in Continuing Education, Summer Session, and other non-general funded programs may agree to a stipend

in an amount other than the rates herein specified if the enrollment for the proposed course does not provide sufficient revenue to cover the instructional cost.

### d. Non-credit fee schedule for Community Colleges

In the absence of a specific agreement between the individual and the University, personnel engaged in non-credit instruction in the Community Colleges shall be paid \$10 per contract hour.

COMMUNITY COLLEGES' SALARY SCHEDULE GROUP I (Academic Year Instructional Personnel)

RANGE	STEP:	-	8	3	4	ĸ	œ	7	a	•	•	;			=	
•				5				-	•	0	2	=	12	13	7	15
-	Z	10812	-	11532	11916	12312	12744	13188	13632	14112	14604	15120	15626	46400	10101	
	NO W	90	931	961	993	1026	1062	1099	1136	1176	1917	1260	200	0000	10/04	7,352
٥	NNA	11530	11016	40040	101	0	ur <sup>2</sup>		3		1	202	3	242	1397	1446
		2001	0181	7157	12/44	13188	13632	14112	14604	15120	15636	16188	16764	17352	17076	10001
	Z C S	961	993	1026	1062	1099	1136	1176	1217	1260	1303	1340	1207	4446		4200
က	ZZ	12312	12744	12100	12620	4440	7 7007				3	2	60	0	498	1552
ı		1007		90.0	2005	71141	4004	15120	15636	16188	16764	17352	17976	18624	19296	10000
	Z O Z	1026	1062	1099	1136	1176	1217	1260	1303	1349	1397	1446	1400	1550	0000	7000
4	NNA	13188	13639	14110	14604	47	000					2	100	7001	909	1000
			1000	7114	1004	02161	12636	16188	16764	17352	17976	18624	19296	19992	20724	21468
	202	6601	136	11/6	1217	1260	1303	1349	1397	1446	1498	1552	1608	1666	4707	1100
Z,	ZZ	14112	14604	15120	15636	16100	10701	1010					3	3	1771	68/1
	N	44.16		02.01	200	00101	10/04	700/1	1/8/6	18624	19296	19992	20724	21468	22248	23076
	200	0/11	1211	1260	1303	1349	1397	1446	1498	1552	1608	1666	1727	1700	1054	
										1	)	2	7	002	900	1823

COMMUNITY COLLEGES' SALARY SCHEDULE GROUP II (11-Months Instructional Personnel With Administrative Duties)

RANGE	STEP:	-	7	က	4	2	9	7	<b>60</b>	6	5	1	12	13	14	15
-	ANN	12624	13044	13488	13944	14412	14904	15408	15948	16500	17064	17652	18288	18936	19608	20292
	MON	1052	1087	1124	1162	1201	1242	1284	1329	1375	1422	1471	1524	1578	1634	1691
7	ANA	13488	13944	14412	14904	15408	15948	16500	17064	17652	18288	18936	19608	20292	21024	21768
	MON	1124	1162	1201	1242	1284	1329	1375	1422	1471	1524	1578	1634	1691	1752	1814
ო	V	14412	14904	15408	15948	16500	17064	17652	18288	18936	19608	20292	21024	21768	22560	23376
	MON	1201	1242	1284	1329	1375	1422	1471	1524	1578	1634	1691	1752	1814	1880	1948
4	ANA	15408	15948	16500	17064	17652	18288	18936	19608	20292	21024	21768	22560	23376	24228	25116
	MON	1284	1329	1375	1422	1471	1524	1578	1634	1691	1752	1814	1880	1948	2019	2093
လ	ANA	16500	17064	17652	18288	18936	19608	20292	21024	21768	22560	23376	24228	25116	26028	26976
	WOW WO	1375	1422	1471	1524	1578	1634	1691	1752	1814	1880	1948	2019	2093	2169	2248

UH MANOA AND HILO CAMPUSES' SALARY SCHEDULE GROUP I (9-Months Instructional Personnel)

5         6         7         8         A         B         C           12312         \$12744         \$13188         \$13632         \$14112         \$14604         \$15120           1026         1062         1099         1136         1776         1217         1260           5120         15636         16188         16764         17352         17976         18624           1260         1303         1349         1397         1446         1498         1552           9296         19992         20724         21468         22248         23076         23916           1608         1666         1727         1789         1854         1923         1993           1804         25728         26676         27672         2300         2300         2300           1067         2144         2223         2306         2300         2300         2300			Œ	EGULAR	EGULAR SCHEDULE	E E						7	
\$10812 \$11172 \$11532 \$11916 \$12312 \$12744 \$13188 \$13632 \$14112 \$14604 \$15120 \$1089 \$1136 \$13632 \$11916 \$12312 \$12744 \$13188 \$13632 \$11916 \$12312 \$12744 \$13188 \$13632 \$11916 \$1277 \$1260 \$1089 \$1136 \$1176 \$1217 \$1260 \$1303 \$1349 \$1397 \$1446 \$1498 \$1552 \$17976 \$18624 \$1397 \$1446 \$1498 \$1552 \$1608 \$1666 \$1727 \$1789 \$1854 \$1923 \$1993 \$2067 \$21468 \$22248 \$23076 \$23916 \$1789 \$1854 \$1923 \$2306 \$	RANK	-	2	6		1					SPECIA	AL STEPS	
\$10812 \$11172 \$11532 \$11916 \$12312 \$12744 \$13188 \$13632 \$114112 \$14604 \$15120     Professor	2-Instructor					O	9	7	80	4	0	ပ	۵
13188 13632 14112 14604 15120 15636 16188 16764 17352 17976 18624 1552 17976 18624 1466 1727 1789 1397 1446 1498 1552 17976 18624 19992 20724 21468 22248 23076 23916 1789 1854 1923 1993 2067 21468 22248 23076 23916 24804 25728 26676 27672 2306 2300 2300 2430 2430 2430 2430 2430 2430	ANN	\$10812 901		\$11532 961	\$11916 993	\$12312		\$13188	\$13632	\$14112		\$15120	\$15636
13188 13632 14112 14604 15120 15636 16188 16764 17352 17976 18624 1099 1136 1176 1217 1260 1303 1349 1397 1446 1498 1552 17976 18624 1552 17976 18624 19296 19992 20724 21468 22248 23076 23916 21468 22248 23076 23916 21468 22248 23076 23916 24804 25728 26676 27672 2306 23076 29784 30900 3 2430 2430 2430 2430 2430 2430 2430	3-Assistant Profess	ior				ť			9	1176		1260	1303
Professor  16764 17352 17976 18624 19296 19992 20724 21468  1397 1446 1498 1552 1608 1666 1727 1789 1854 1923 1993  21468 22248 23076 23916 24804 25728 26676 27672 28704 29784 30900 3  1789 1854 1923 1993 2067 2144 2223 2306	ANN	13188 1099	13632 1136	14112	14604	15120 1260	15636	16188	16764	17352	17976	18624	19296
16764     17352     17976     18624     19296     19992     20724     21468     22248     23076     23916       1397     1446     1498     1552     1608     1666     1727     1789     1854     1923     1993       21468     22248     23076     23916     24804     25728     26676     27672     28704     29784     30900       1789     1854     1923     1993     2067     2144     2223     2306     2302     2432     2432	1-Associate Profess	30r						2	60	1446	1498	1552	1608
21468 22248 23076 23916 24804 25728 26676 27672 28704 29784 30900 3	ANN MON	16764 1397	17352 1446	17976 1498	18624 1552	19296 1608	19992 1666	20724	21468	22248	23076	23916	24804
21468 22248 23076 23916 24804 25728 26676 27672 28704 29784 30900 1789 1854 1923 1993 2067 2144 2223 2306 2306 2302 2432	-Professor							1		1834	1923	1993	2067
	ANN MON	21468	22248 1854	23076	23916 1993	24804	25728	26676	27672 2306	28704	29784	30900	32064

# UH MANOA AND HILO CAMPUSES' SALARY SCHEDULE GROUP II (11-Months Instructional, Research and Specialist Personnel)

<b>I</b> ⊕		2	EGULAR SCHEDULE	SCHEDUL	<u> </u>				2	SPECIA	SPECIAL STEPS	
RANK	-	2	က	4.0	5	9	7	80	A	•	ပ	٥
2-Instructor, J	2-Instructor, Junior Researcher or Ju	her or Ju	nior Specialist	alist								
ANN	\$12624 \$13044	\$13044	\$13488	\$13944	\$14412	\$14904	\$15408	\$15948	\$16500	\$17064	\$17652	\$18288
NO M	1052	1087	1124	1162	1201	1242	1284	1329	1375			1524
3-Assistant Pro	3-Assistant Professor, Researcher or		Specialist									
NNA	15408	15948	16500	17064	17652	18288	18936	19608	20292		21768	22560
MOM	1284	1329	1375	1422	1471	1524	1578	1634	1691	1752	1814	1880
4-Associate Pr	4-Associate Professor, Researcher or	archer or	Specialist						<i>I</i>			
NN S	19608	20292	21024	21768	22560	23376	24228	25116	26028	1 26976	27972	29004
MON	1634	1691	1752	1814	1880	1948	2019	2093	2169			2417
5-Professor, R	5-Professor, Researcher or Specialist	pecialist										
Z	25116	€6028	26976	27972	29004	30006	31212	32364	33576	34836	36144	37512
MOM	2093	2169	2248	2331	2417	2508	2601	2697	2798			3126

UH MANOA AND HILO CAMPUSES' SALARY SCHEDULE GROUP III (11-Months County Extension Service Agents)

		Œ	EGULAR	EGULAR SCHEDIII E	u				=				T
RANK	:	·									SPECIA	SPECIAL STEDS	
		4	2	4	2	9	7	œ			=		1000
2-Junior Extension Agent	sion Agent									<	20	ပ	۵
MON	\$11112	\$11112 \$11472 926 956	\$11844 987	\$12228	\$12624	\$13044	\$13488	\$13944	\$17	\$14412	\$14904	\$15408	\$15948
3-Assistant Extension Agent	ension Agent					i i		701.	F 42		1242	1284	1329
ANN	13488	13944	14412	14904	15408 1284	15948	16500	17064	17	17652	18288	18936	19608
4-Associate Extension Agent	ension Agent							774	23	471	1524	1578	1634
ANN MON	15948 1329	16500 1375	17064 1422	17652	18288	18936	19608	20292	21	21024	21768	22560	23376
5-County Extension Agent	sion Agent					2	1034	1691	7	752	1814	1880	1948
MON	18288 1524	18936 1578	19608 1634	20292	21024 1752	21768	22560 1880	23376	242	24228	25116	26028	26976
				155	I						2007	8017	2248

### ARTICLE XXII, DURATION

- A. This Agreement shall be effective as of July 1, 1977 and shall remain in effect to and including June 30, 1979.
- B. Negotiations for renewal hereof shall begin on the first day of October 1978, or as soon thereafter as agreed to by the parties, but not later than the first day of November 1978.

In Witness Whereof, the parties hereto, by their authorized representatives, have executed this agreement this 13th day of April, 1977.

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### University of Hawaii Professional Assembly

By: Jugar Chuyoh E	ov: top forte
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Board of Regents, University of Hawaii	hising your
By: Chairman, Personnel Relations Committee	Mennomit
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UH MANOA AND HILO CAMPUSES' SALARY SCHEDULE GROUP I (9-MONTH INSTRUCTIONAL PERSONNEL) (Effective July 1, 1976) With Between Step Adjustments (Effective July 1, 1977)

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UH MANDA AND HILD CAMPUSES' SALARY SCHEDULE
GROUP II (11-MONTH INSTRUCTIONAL, RESEARCH AND SPECIALIST PERSONNEL)
(Effective July 1, 1976)
With Between Step Adjustments
(Effective July 1, 1977)

RANK	~	-		,	3 .			9	SPECI	AL S1	S 6.3 L	
Instructor,	12 27 2-Instructor, Junior Researcher or Juni	or Junior	3Z 42 for Specialist	·	29 29	7 72	28 2	A AZ	2 8 22	25		Acove Scale
SCHEDULE ANN MON	12624 13044 1052 1087	13488	13944	14412	14904	15403	15948	16500	17064	17652	18289	
BETWEEN ANN STEPS KON	-7 / /	13224 / 13	13644 / 14		14544 / 15 1212 / 15	/	15504   15008	1375 <sub> </sub> 	5~ 1422~ 16548 ~ 17100	147	→ 1524 → 1524	78928
issistant Pr	3-Assistant Professor, Researcher or Sp	r or Speci	ecialist			-		7	/	5 7472	72	\$579
SCHEDULE ANN MON	15408 15948 1284 1329	16500	17064	17652	18288	18936	19608	20292	21024	21768	22560	
SETYEEN ANN STEPS MON	15504   16	16063 / 16		100 / 17	17664	9/6	1634	1691	1752	1814	) 08 08 1	25576
ssociate Pn	4-Associate Professor, Researcher or Specialist	r or Spect			! :							1948
SCHEDULE ' ANN MON	19508 20292 1634 → 1691	21024	21768	22560	23376	24228	25116	26028	26976	27972	29008	
BETWEEN ANY STEPS MON					2	7	5607	2169	2248	2331	2417	9
ofessor, Re	5-Professor, Researcher or Specialist	list									•	7507 72506
SCHEDULE ANN MON	25116 26028 2093 —> 2169	26976 2248	27972	29004	30096	31212	32364	33576		36144	37519	
BETWEEN ANN STERS MON				Ì	9067	1097	2697	2798	2903	3012	3126	

UH MANDA AND HILD CAMPUSES' SALARY SCHEDULE
GROUP III (11-MONTH COUNTY EXTENSION ACENTS AND COUNTY HOME ECONOMISTS)
(Effective July 1, 1976)
(Effective July 1, 1977)

A	1 1 1 1 1 1	4						
37	47 5 52	Z9 9 25	7 8 77	S 28	ECIALS: AZ BZ	7 E P S C C Z	Z2 Q	Above Scale
SCHEDULE AXX 11112 11472 11844 12228 XOX 926 956 1019-	28 12624 19 1052	13044	13488 13944 1124 1162	14412	14904	15408 1	15948	
SIEPS NON 1006 1006 1006	12444. 12828		1364 / 14	7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7, 7	14544 ~ 15012	15504	16008	16548
3 Asst. Extension Agent								
SCHEDULE ANN 13488 13944 14412 14904 MON 1124 1162 1201 1242	04 15408 42 1284	15948 1	16500 17064 1375, 1422,	17652	2 18288 1 → 1524	18936	19608 1634	
SETVEEN ANN 13644 14088 14544 STEPS NON 1137 11174 \\ \nagle \text{22}	15012 15504	16008	379	17100	7664 1472			20292
4 Assoc. Extension Agent								
SCHEDULE ANN 15948 16500 17064 17652 MON 1329, 1375, 1422, 1471	52 19288 71 —> 1524	13936 1 1578	19608 20292 1634 1691	21024	4 21768 2 1814	22560 2:	23376 1948.	
BETWEEN ANY 16008 16548 17100 STEPS HON 1334 1379 1425	17664						,,,,	
5 County Extension Agent								2018
SCHEDULE ANN 1828 18936 19608 20292 NON 1524> 1578 1634 1691	12 21024 11 1752	21768 2 1814	22560 23376 1880 1948	24228 2019	25116 2093	26028 26 2169 2	26976 2243,	
BETYEEN ANN STEFS: XON				<del></del>			/	27948
Patrician de han and and								6757

Advance to between steps

Starting point of advance to next step

COMMUNITY COLLECES' SALARY SCHEDULE
GROUP I (9-MONTH INSTRUCTIONAL PERSONNEL)
(Effective July 1, 1976)
With Berween Step Adjustments
(Effective July 1, 1977)

RANGE STEP:	1 2 3 4 5 6 7 8 9 10 11 12 12 17 15 14
	22 32 42 52 62 72 82 92 102 112 122 132 147
т	
SCHEDULE ANN	10812 11172 11 901 931
SETTEEN ANY SIEPS MON	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
7	
SCHEDULE ANN MON	11532 11916 12312 12744 13188 13632 14112 14604 15120 15636 16188 16764 17352 17976 12624 963, 993, $1026$ , $1062$ , $1099$ , $1136$ , $1176$ , $1217$ , $1260$ , $1303$ , $1349$ , $1397$ , $1446 \rightarrow 1498$ 1552,
BETWEEN ANN STEPS HON	12132 12516 12912 13344 13788 14232 14712 15204 15720 16236 16788 17364 15296 15296 1013 10043 10043 1006 1126 1226 1226 1220 1353 1399 1447
м	
SCHEDULE ANN	12312 12744 13188 13632 14112 14604 15120 15636 16188 16764 17352 17976 18624 19296 19992 1026, 1062, 1099, 1136, 1176, 1217, 1260, 1303, 1349, 1397, 1446-> 1498 1552 1608 1666,
BETWEEN ANN STEPS KON	12912 13344 13788 14232 14712 15204 15720 16236 15788 17364 1076 1112 1149 1166 1226 1267 1310 1353 1399 1447
4	
SCHEDULE ANN	13188 13632 14112 14604 15120 15636 16188 167 1099, 1136, 1176, 1217, 1260, 1303, 1349, 13
STEPS YON	13788 14232 14712 15204 15720 16236 15788 17364 1149 4186 1226 1267 1310 1353 1399 1447
'n	
SCHEDULE ANN MON	14112 14604 15120 15636 16188 16764 17352 17976 18624 19296 19992 20724 21468 22248 23076 1176, 1217, 1260, 1303, 1349, 1397, 1446—>1498 1552 1608 1666 1727 1789 1854 1923
BETWEEN ANN STEPS NON	7 14712 15204 15720 16236 15788 17364 1226 1267 1310 1353 1399 1447
	Advance to between steps Starting point of advance to next step
•	

COMMUNITY COLLEGES' SALARY SCHEDULE
GROUP II (11-MONTH INSTRUCTIONAL PERSONNEL WITH ADMINISTRATIVE DUTIES)
(Effective July 1, 1976)
With Between Step Adjustments
(Effective July 1, 1977)

Acve See le	21900		1877		24215			26540			27548
15	20292	21758		23376			25116 2693	,		26976 2248	/
14	1634	21624		22560 1830			24228			26022 2169	
<u> </u>	18936 1572	20292		21763			23376			25116 2093	
2	18288 ➤ 1524 4	19608		21024	•		22550 1880			24223 2019	
	17652 1471 → 50 17664 25 4472	18936 1578		20292 1691			21768 1814			23376 1948	
10 20: 20	17064 1422 16548 171	18288 -> 1524 664	1472	19608 1634			21024 1752			22560 1880	
6	16500 1375_ 1606816	17652 - 1471 - 74 /	/	18936 1578			20292 1691			21768	
28 2	15943 1329 1504   160	17064	<i>,</i>	18288 → 1524	17664		19608			21024	
7 7	15408 1284 1284 112 - 156	16500 1375, 16003 / 166	/	17652	00 - 176 25 - 14		18936 1578			20292 1691	
797	14904 1242 544 / 150	15943	ジケ <sub>ノ</sub> 762	17064	16548 / 171		18288 → 1524	64 72		19608 1634	
25 2	14412 1201 1201 128 145 174	15408 1284 15012 / 155	7	16500	<i>;</i> ′		17652	00 \\ 17664 25 \\ \ 1472		18936 1578	
7 47	13944 1162 13644 141	1242		15948	04 \ 16008 92 \ 1334		17064	171 84		18288 → 1524	54 72
3	13488 1124- 13224- 1302- 130	14412 1201, 88 / 14544		15408	12 / 15504 51 / 2292		16500	16548		17552	25 17664
27	13044	1394 1 1162	7	14904	15012		15948	15008		17054	17100
	12624 1053	13488		14412 1201			15408 1284			16500 1375	
STEP:	A SON	ANN NON ANN		ŠŠ	AN NO		S S	ANN		NO NO	ANN
RANGE 1	SCHEDULE Between Steps	2 SCHEDULE SCHEDULE SETWEEN	ر ا ا	SCHEDULE	BETWEEN STEPS	4	SCHEDULE	BETWEEN STEPS	ιo	SCHEDULE	BETWEEN

Advance to between steps Starting point of advance to next step

# CONVERSION TABLE OF OFF STEP AND ABOVE SCALE SALARIES UH MANOA AND HILO CAMPUSES GROUP I (9-MONTH INSTRUCTIONAL PERSONNEL) Effective July 1, 1977

Rank	Present Rate Monthly	Effective Monthly	7-1-77 <u>Annual</u>
3	1,718.17	1,780	21,360
	1,875.00	1,943	23,316
	1,918.00	1,987	23,844
	2,048.00	2,122	25,464
5	2,416.67	2,509	30,108
,	2,500.00	2,593	31,116
	2,661.00	2,762	33,144
	2,740.00	2,844	34,128
	2,749.00	2,853	34,236
	2,750.00	2,855	34,260
	2,772.00	2,877	34,524
	2,791.00	2,897	34,764
	2,791.67	2,898	34,776
	2,833.33	2,941	35,292
	2,878.00	2,987	35,844
	2,987.00	3,101	37,212
30)	2,995.00	3,109	37,308
	3,109.00	3,227	38,724
	3,207.00	3,329	39,948
	3,333.34	3,460	41,520
	3,334.00	3,461	41,532
	3,600.00	3,737	44,844

## CONVERSION TABLE OF OFF STEP AND ABOVE SCALE SALARIES UH MANOA AND HILO CAMPUSES

GROUP II (11-MONTH INSTRUCTIONAL, RESEARCH AND SPECIALIST PERSONNEL)

Effective July 1, 1977

Rank	Present Rate Monthly	Effective Monthly	7-1-77 <u>Annual</u>
3	1,952.00	2,022	24,264
	2,019.00	2,092	25,104
	2,445.00	2,533	30,396
4	2,449.00	2,540	30,480
	2,601.00	2,697	32,364
	2,741.00	2,842	34,104
5	3,176.00	3,297	39,564
	3,207.00	3,329	39,948
	3,208.33	3,330	39,960
	3,243.00	3,366	40,392
	3,367.00	3,495	41,940
	3,600.00	3,737	44,844

# CONVERSION TABLE OF ABOVE SCALE SALARIES COMMUNITY COLLEGES Effective July 1, 1977

R	ange	Present Rate Monthly	Effective Monthly	7-1-77 Annual
Group :	[ (9-Mont	h Personnel)		
© .	5	2,223.00	2,305	27,660
		2,341.00	2,428	29,136
Group 1	II (ll-Mor	nth Personnel)		
	2	1,880.00	1,946	23,352

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