



AGREEMENT BETWEEN
THE UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY
AND THE UNIVERSITY OF HAWAII
JULY 1979 to JUNE 1981





Members of UHPA:

We are pleased to furnish you with this copy of the 1979-1981 collective bargaining agreement with the Board of Regents of the University of Hawaii. It stipulates agreements on working conditions for faculty of the University of Hawaii and the Community Colleges.

The rights and procedures detailed in this agreement are important to you. They were achieved only through substantial faculty involvement, effort and unity. Study them. Guard them. Protect them.

For any help in interpretation or application of any provisions of this agreement, feel free to contact UHPA, your Professional Assembly.

Sincerely,

Robert A. Fox
President

UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY
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AGREEMENT

This Agreement is made this 30th day of January 1980 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. **BOARD OF REGENTS POLICIES**

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. **FACULTY HANDBOOK, PART 4**

- 1. 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, **1977 Edition**, provided that:
 - a. 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;

- b. Maternity leave shall be governed by the provisions of applicable law;
 - c. Only Appendices H, I and T of said Handbook are incorporated herein.
2. 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.
- a. Appendix S of said Handbook is incorporated herein.

C. INSTRUCTIONAL PERIOD

Instructional Faculty Members in the I (Instruction) and C classifications are on duty for nine months of continuous service, with salary paid over a twelve-month period. The beginning and ending dates for the duty period for each campus will be determined by the University, provided that the beginning date shall be between August 15 and September 15, except that Faculty whose duties are other than classroom instruction may be assigned a duty period beginning two weeks earlier than the calendar established for the campus.

D. EXTRA COMPENSATION

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.

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. The total number of credit hours of overload teaching shall be limited to six hours during the academic year for Faculty on a nine-month appointment. For Faculty on an eleven-month appointment, a total of nine hours of overload teaching per calendar year may be allowed.

During the academic year, Faculty at Manoa, Hilo and West Oahu 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.

During the academic year, Faculty in the Community Colleges may receive extra compensation to teach classes on an overload basis in accordance with existing policies governing overload in the Community

Colleges. The rate of compensation will be determined by the number of credit hours taught and the Range of the Faculty Member.

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.

E. OUTSIDE EMPLOYMENT

Faculty may engage in outside employment for additional compensation according to the following guidelines:

1. The additional employment is neither so extensive nor so demanding as to interfere with the Faculty Member's meeting his normal responsibilities of teaching, research and public service; such additional supplementary activity must in no way interfere with the creditable performance of the primary obligation to the University.
2. **Ethical Considerations**
 - a. No teacher of any grade or classification shall accept pay to tutor students in the subject matter of the courses he teaches.
 - b. The results of research conducted by the University shall be published or otherwise made available to the public, and no researcher will sell the results of research conducted by and for the University, unless authorized by the President.
 - c. No Faculty Member shall accept any fee, gift, or payment of expenses over and above authorized compensation for services rendered in the post for which he has been appointed, except with specific approval of the President.
 - d. No Faculty Member shall use the University facilities, supplies, or equipment other than in the course of his University duties, except with prior approval of the President.
 - e. No Faculty Member shall accept off-campus positions or appointments, whether or not paid, when such activities may impair the judgment of the Faculty Member in the discharge of his University duties.
 - f. Although Faculty Members may not accept compensation for special information known to them by virtue of their employment with the University, they may charge a fee or accept a retainer for the utilization of their special competence, knowledge and skill in consulting, design, or research directed toward the solution of specific problems for a specific employer or client.
3. Before undertaking compensated outside activity, Faculty Mem-

bers shall file with the Department/Division Chairman or other administrative supervisor a form provided for this purpose. The Department/Division Chairman will endorse thereon his recommendation and forward it to the Dean, Director or Provost concerned. If the appropriate administrator approves the project, he will so notify the Chairman and the individual concerned. If the project is disapproved, the individual may appeal to the Chancellor. If at any time the Department/Division Chairman considers that the project interferes with the performance of the official duties of the Faculty Member, he will report the situation to the Dean, Director, or Provost.

4. Faculty Members who engage in consulting, contract or private employment shall not exceed eight (8) hours per calendar week.

F. EXEMPTION FROM TUITION

Faculty who register for a course are exempted from the payment of tuition and other fees subject to the following provisions: (1) the Faculty Member must be employed on a half-time basis or more, (2) each academic year not more than six credits may be carried exempt from fees; if more than six credits are taken, the Faculty Member will be tuition and fee exempt up to that amount, but will pay regular student tuition and fees for any instruction which exceeds that limit, (3) the Faculty Member's normal University duties must be carried out as usual, (4) he may enroll only after the regular students have had an opportunity to register, and (5) his enrollment shall place no undue or unusual burden on the instructor in the course. These provisions for tuition and fee exemption do not apply to individual instruction in such fields as music nor to Summer Session or College of Continuing Education credit or non-credit courses, except with special permission of the Dean of the Summer Session or the Dean of the College of Continuing Education, respectively.

G. MILEAGE REIMBURSEMENT

The University's present rules and regulations for reimbursing Faculty Members for use of their private vehicles when required to use such vehicles in carrying out their duties shall be modified to provide for reimbursement at a rate of twenty-one cents (21¢) per mile for the first 600 miles traveled on business per month and fifteen cents (15¢) per mile for every additional mile traveled on business in excess of 600 miles per month.

H. 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 at Rank or Range 3 or above may

be eligible for a sabbatical leave after six years of full-time creditable service with the University. Any leave of up to thirty (30) days will not constitute a break in service. 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, provided that an instructional Faculty Member appointed effective on October 1 or February 1 of the respective semesters or prior to that shall have such semester count as a full semester. Full-time creditable service refers to full-time active duty service in 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, a description or narrative 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.
6. In evaluating applications for sabbatical leaves, the following shall be considered: a) the nature of the educational or professional program to be undertaken; b) the contribution that the applicant has made or shows promise of making to his campus; and c) the effect of the applicant's absence on the work of the department or unit and on the operations of the University. Applications which were previously approved as to items (a), (b) and (c) above, but denied because of budget constraints, shall be given priority.
7. All requests for sabbatical leaves that are to start at the end of the school year or at the beginning of the fall semester must be submitted to the College Dean, Provost or equivalent official three months prior to April 1st. For leaves that are to start at the beginning of the spring semester, the requests must be submitted to the College Dean, Provost or equivalent official three months prior to

October 15th. Unless the applicant is notified otherwise by April 1st, and October 15th, as appropriate, the applicant may assume that the leave has been approved, subject to the availability of funds.

8. 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.

I. STUDY LEAVES

1. Study leave of three months with full pay or six months at half pay may be granted by the University to full-time Faculty Members in Rank 2 or in Range 1 or 2 at the end of five years' service with the provision that such leaves will be utilized in advanced study toward a degree.
2. 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 or Range, apply this time either to a study leave of three months, or as three years' credit toward a sabbatical leave. Faculty Members who have served four years in Rank or Range 2 shall, upon promotion, be granted two years credit toward a sabbatical leave, and Faculty Members who have served three years in Rank of Range 2 shall, upon promotion, be granted one year of credit toward a sabbatical leave. If a study leave is taken, no time served in the lower Rank or Range 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.
3. Faculty Members hired on or after August 1, 1978 in Range 2, who have not taken a study leave, shall, upon promotion, apply all time served in Range 2 as full credit toward a sabbatical leave up to a maximum of five years.
4. Each person who applies for a study leave shall submit through his Chairman to the Dean or Provost a description or narrative 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 Dean or Provost at least six months (one academic semester for instructional staff) before the effective date of the leave.

5. 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).
6. The Faculty Member must agree to return to the University of Hawaii for at least one year thereafter.
7. 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 University may grant leaves of absence with pay for the period actually devoted to these activities.

J. 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:

1. 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.

2. Leave 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.

3. 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.

K. VACATION AND SICK LEAVE

Faculty Members shall be entitled to vacation and sick leave in accordance with the provisions contained in the **1977 Edition** of the Faculty Handbook.

L. NON-WAIVER OF RIGHTS

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.

M. CONSULTATION ON MATTERS AFFECTING EMPLOYEE RELATIONS

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 the period of assessment of eligible 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, except as otherwise provided in this Agreement.
- b. The probationary period ends by the granting of tenure, the refusal of tenure by the University, or the non-renewal of appointment. 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 percent of the funds come from the general revenues of the State, or less than 100 percent 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 percent 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 percent 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.

- e. A Faculty Member with full-time non-probationary service in one of the Ranks or Ranges specified in Paragraph B.2.c. below who accepts a probationary appointment without a break in service at the same Rank or Range and with the same duties shall, upon his written request made within thirty (30) days of the effective date of such appointment be granted a reduction in probationary period. His probationary period shall be as provided in Paragraph B.2.c. reduced by the number of full years of service in the prior non-probationary appointment as defined above, or shall be two (2) years, whichever is greater.

2. Duration of Probationary Period.

- a. For personnel whose appointments are effective 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 (4) years in these Ranks.
- b. 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 I2, R2, A2, S2, I3, R3, A3, S3, and C; three (3) years while in classifications I4, R4, A4, and S4; and two (2) years while in classifications I5, R5, A5 and S5.
- c. For personnel whose appointments are effective 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 I4, R4, A4 and S4; and two (2) years while in classifications I5, R5, A5 and S5. Faculty Members in salary classifications I3 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.
- 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 I3 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.
- f. 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 in the case of Faculty whose appointments are effective before July 1, 1975, and seven (7) years in the case of Faculty whose appointments are effective on or after July 1, 1975. If the criteria for tenure in the guidelines that are to be applied to the Faculty Member are substantially changed by the University during the last year of the normal probationary period, the Faculty Member shall at his request, be granted an extension of one year of the probationary period. 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.

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 B.2. 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 initial contract in the transition from the academic to the fiscal year

*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).

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 classification 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

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

E. PERSONNEL FOR WHOM TENURE IS NOT APPLICABLE

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.

2. 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 12 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 (4) full years of service.
4. Visiting Faculty should be appointed for not more than one (1) year at a time, with the title "Visiting" preceding the designated Rank. Temporary Faculty may be appointed to fill temporary vacancies in tenured positions or to fill temporary positions established from the general revenues of the State of Hawaii. Visiting and temporary 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 (1) 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 in writing by the Faculty Member to the University. 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. Leaves of absence of duration not greater than thirty (30) days during probationary periods

shall be credited toward the probationary period. Credit for periods of leaves of absence with or without pay, which exceed thirty (30) days in duration shall be approved in writing by the University before such leaves are taken, and in the absence of such approval, 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 University before reappointment, provided that the remaining probationary period upon reappointment shall consist of at least two (2) 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 B.2. 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, similar distinctions may be made with tenure granted at a college or major service or program unit.

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.** The University may grant a tenured Faculty Member transferring from Campus 1 to Campus 2 immediate tenure at Campus 2. Accepting tenure at Campus 2 automatically voids tenure at Campus 1.
4. **Transfer of tenured persons.** If immediate tenure is not granted at Campus 2, the Faculty Member may request a leave of absence from his tenured position at Campus 1 for one (1) year; the leave may be extended one (1) more year. If at the end of two (2) 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 1.
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 toward 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 (2) 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.

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 in accordance with Article X.
- 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 Dean/Director, or Provost who, after making his 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, or Provost for transmission to the Chancellor.
- 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.
- l. 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 Disciplines that have six (6) or more full-time Faculty Members, the Division Personnel Committee referred to in Article IV, V and VII may be composed of personnel in that discipline. In the formation of the Personnel Committee, the discipline should avoid inclusion of personnel who are applicants for tenure or promotion, personnel under consideration for contract renewal and personnel on terminal year appointments. The discipline may include other Faculty from within the Division in its Personnel Committee. For these disciplines, the term DC shall refer to Discipline Chairman for purposes of personnel evaluations.

Faculty in disciplines with fewer than six (6) full-time Faculty Members shall be served by a Division Personnel Committee composed of Faculty from the disciplines within their Division. For these disciplines the term DC shall refer to Division Chairman for purposes of personnel evaluation.
- n. The procedures set forth in this section shall apply to the tenure review process beginning with the academic year 1979-80.

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

Faculty 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 his 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, except as otherwise provided in this Article.
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. SALARY UPON PROMOTION

Each Faculty Member promoted in accordance with this Article shall receive an increase in salary of four percent (4%) above what his salary would have otherwise been; provided that such increase shall not be less than necessary to place him at the minimum salary of the next higher Rank or Range set forth in Table I of Article XXI to which he is promoted. In the event the increase of four percent (4%) should exceed the maximum salary on the next higher Rank or Range on said Table I, the

increase of the amount beyond the maximum shall be subject to the approval of the President.

D. NEGATIVE RECOMMENDATION

1. In the promotion evaluation process, the campus head (Chancellors or Provosts, except the Provost of Hawaii Community College), will, after receipt of the TPRC report, notify each Faculty Member whose dossier contains a negative recommendation with respect to his promotion application.
2. 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.
3. 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.
4. 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.
5. 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 the recommendation of the TPRC, make his recommendation or decision.
6. When a Faculty Member receives written notification from the University, in accordance with Section B, that his application for 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.
7. 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.
8. The Faculty Member may, within ten (10) calendar days after the examining the dossier, request a meeting with the Chancellor. In such event the Chancellor shall meet with the Faculty Member.

E. PROMOTION REVIEW PANEL (PRP)

1. For the purpose of providing the President with assistance and advice on certain cases which come before him in accordance with the provisions of this Article, Promotion Review Panels (PRP) to be made up of senior, experienced, and knowledgeable persons in the University shall be established.
2. Promotion Review Panels of three (3) to five (5) members shall be

appointed by the President of the University or his designee, with the concurrence of the President of the Assembly or a senior Faculty Member duly designated by him.

Separate Promotion Review Panels shall be established for the University of Hawaii at Manoa, University of Hawaii at Hilo and West Oahu College, and the Community Colleges. More than one Panel may be established for each of these constituencies.

3. A PRP may be convened in the following situations, upon compliance with the procedures set forth in this Article:
 - a. When the TPRC has recommended in favor of promotion and the Chancellor has decided against promotion;
 - b. When the Chancellor has recommended in favor of promotion (irrespective of the recommendation of the TPRC), and the President has reservations about acting favorably upon the recommendation to promote;
 - c. When the TPRC has recommended against promotion and the Chancellor has decided against promotion, but the Referee, as provided in Section J below, has found that there was a significant procedural violation which probably contributed in a material way to the negative decision.

F. REVIEW BY PROMOTION REVIEW PANEL UPON REQUEST OF FACULTY MEMBER

The applicant may request a review of the case by a Promotion Review Panel in situations in which the TPRC had recommended in favor of promotion and the Chancellor had decided against promotion. Such request must be made in writing, within five (5) calendar days after the meeting with the Chancellor.

The Faculty Member may, in connection with his request, submit additional materials not duplicative of materials in the dossier or previously submitted. The Chancellor shall transmit the dossier and such additional materials to the PRP.

G. REVIEW BY PROMOTION REVIEW PANEL UPON REFERRAL BY THE PRESIDENT

In those situations in which the TPRC and the Chancellor have both recommended in favor of promotion, or in which the TPRC has recommended against promotion and the Chancellor has recommended in favor of promotion, and the President has reservations about acting favorably on the recommendation to promote, the President shall refer the application dossier to the PRP for its review and report before rendering his decision.

H. FUNCTION OF PROMOTION REVIEW PANEL

The PRP shall consider the application dossier, and where applicable,

the Referee's report, as well as such additional materials as may be submitted in accordance with the provisions of this Article. It will make a finding on the substantive aspects of the application in the context of the Collective Bargaining Agreement and the Promotion Guidelines, and respond to the question: "Has the Applicant made a persuasive case for promotion?"

The PRP shall, at the outset, meet with the Chancellor in those cases in which the Chancellor had rendered a negative decision, and with the President or his designee in those cases referred to it by the President. The PRP may also meet with the President or his designee before submitting its report. Other than for these meetings the PRP will review the case on the basis of the written record, in the context of the provisions of this Article and the Promotion Guidelines. The PRP will consider each case according to its own merits, without comparison or contrast with any other case.

The PRP will submit its report to the Office of the President for inclusion in the dossier. Any member of the PRP may submit an individual report which the PRP shall incorporate with its report.

The University will notify the Applicant of the Report of the PRP, if negative, and of the decision of the President, if negative. Within ten (10) calendar days after receiving such notice, the Applicant may submit a request in writing to the Office of the President for an opportunity to examine the dossier, and arrangements will be made to provide such opportunity. Additionally, if the Applicant so requests, the University will provide the Applicant with a statement of reasons for the decision.

I. PANEL OF REFEREES

Referees shall be utilized to assist in expediting the consideration of allegations of procedural violations in situations in which the TPRC has recommended against promotion and the Chancellor has decided against promotion.

A panel shall consist of five (5) referees to be jointly selected by the President of the University or his designee and the President of the Assembly or a senior Faculty Member designated by him, for each of the two (2) years of this Agreement.

The referees shall be selected from among persons with experience in and knowledge of the University. These persons may be from within or without the University.

Assignment of a referee to review a given case shall be by rotation, and the next available referee shall be requested by the Chancellor to review the case.

J. REFEREE REVIEW OF PROCEDURAL MATTERS

1. Request for Referee.

In situations in which the TPRC had recommended against pro-

motion and the Chancellor has decided against promotion, the Applicant may, within five (5) calendar days after meeting with the Chancellor, submit a written request to the Chancellor that his case be reviewed by a Referee, if he believes that a procedural error occurred which may have affected his case in a negative manner. The request shall include a statement of the particular procedural provision in this Article of the Collective Bargaining Agreement or the Promotion Guidelines which has been violated, and the manner in which the violation has contributed to the negative decision.

2. Report of the Referee.

The Chancellor shall forward the request to the next available Referee who shall, within ten (10) calendar days of receipt of the request, submit a written report to the Chancellor. The Chancellor shall provide the Applicant with a copy of the Referee's report.

If the Referee's report is in the negative as to either aspect of the question set forth below to be answered by the Referee, the case shall be terminated.

If the Referee's report is in the affirmative as to both aspects of the question addressed, the case shall be submitted to the Promotion Review Panel (PRP), if the Applicant so requests in writing to the Chancellor within five (5) calendar days of receipt of the Referee's report. The Applicant may submit additional materials to the Chancellor for transmission to the PRP, not duplicative of materials already in the dossier or previously submitted.

3. Function of the Referee.

The Referee, in his review of the case, shall consider the Collective Bargaining Agreement and the Promotion Guidelines for the year in question as well as the application dossier and the additional materials submitted by the Applicant. The Referee shall not conduct a formal hearing but may, at his discretion, interview the Applicant and any person who had an official role in the evaluation process.

The Referee's report shall respond to the following question:

"Has there been a significant violation of the particular provision of the Collective Bargaining Agreement or Promotion Guidelines as alleged, and if so, is there a reasonable probability that the violation of procedure contributed in a material way to the negative decision?"

The Referee shall not otherwise add to, subtract from, disregard, alter, or modify any of the terms of the Agreement or the Guidelines. His report must be consistent with the terms of the Agreement and the Guidelines.

The Referee shall consider each case according to its own circumstances, without comparison or contrast with any other case.

K. CONFIDENTIALITY OF PROCEEDINGS

The integrity and confidential nature of the promotion evaluation process shall be maintained. Other than for the personal examination of the dossier, meetings as provided for in this Article, and the submission of materials as provided for in this Article, the Applicant shall not otherwise attempt to influence or communicate with persons engaged in the evaluation and review process.

L. CONCLUSION OF PROCESS

A principal purpose of the promotion evaluation process set forth in this Article is to provide the Applicant with a final decision reached in a careful yet expeditious manner. Such decisions and the provisions of this Article shall not be subject to the formal grievance procedure.

ARTICLE VI, NEGATIVE TENURE ACTIONS

- A. In the tenure evaluation process, the campus head (Chancellors or Provosts, except the Provost of Hawaii Community College) will notify each Faculty Member whose dossier contains a negative recommendation with respect to his 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 the recommendation of the TPRC, make his recommendation or decision.
- F. When a Faculty Member receives written notification from the University, in accordance with Article IV-C, that his application for tenure 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) calendar 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:
1. 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 University official who notified him of the negative decision. In such event, the University official 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) calendar 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 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 Official 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 members selected by the University after consultation with the Chairman of the TPRC, if available, and the Chairman of the Faculty Member's department, division, or equivalent unit.
 - 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. The decision of the University shall be final.
 - 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 contracts during the probationary period shall not exceed one-year terms, except as provided in Article IV, B.2.c. Recommendations for renewal shall require that the Faculty Member's performance has been assessed for strengths and weaknesses and 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. A positive assessment does not necessarily assure renewal of appointment.

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. 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.

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. 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.

After two (2) or more full-time probationary years, at least twelve (12) calendar months' notice of termination will be given.

C. NON-REAPPOINTMENT, STATEMENT OF REASONS

In a case in which the University has exercised its prerogative of non-reappointment, the Faculty Member may within twenty (20) calendar days of receipt of the written notification request a meeting with the Provost, Dean or other appropriate official.

If the Faculty Member requests, he will be advised orally of the reasons for the non-reappointment. Upon written request of the Faculty Member, the reasons will be confirmed in writing.

D. NON-GRIEVABILITY

Since the probationer does not have a claim to his position and the University may exercise its prerogative of non-reappointment, the requested statement of reasons is provided for purposes of information only; and the statement of reasons, the decision of the University and the provisions of this Article, with the exception of Paragraph B, **Procedures**, shall not be subject to the grievance procedure.

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 Faculty 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

1. 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.

3. 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 (2) 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 Chancellor 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 Chancellor 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 Chancellor 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. A copy of all written materials not generally available which are initially transmitted to the committee shall be provided to the Faculty Member.

The Chancellor 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 Chancellor shall also appoint two administrative personnel to work with the committee.

The investigation shall be conducted with the utmost discretion. The committee may, with due regard for the sensitive nature of its proceedings, provide the Faculty Member with written materials in its possession. If, during the course of the investigation, additional grounds are considered by the committee, written materials relevant to the new grounds shall be provided to the Faculty Member. 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 Chancellor. Additionally, members of the committee may file individual reports with the Chancellor. The Chancellor 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 Chancellor 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 Chancellor. If a grievance is not filed within fifteen (15) calendar days, the Chancellor 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. **FUNCTION**

A University-wide Faculty Personnel Panel (FPP) shall be elected by the 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. **ELIGIBILITY**

All tenured full-time Instructional Faculty at Rank 5 and all tenured full-time Researchers, Specialists and Agents at Ranks 4 and 5 at the University of Hawaii at Manoa; all tenured full-time Faculty at Ranks 4 and 5 at the University of Hawaii at Hilo and at West Oahu College, and all tenured full-time Faculty at Ranges 3, 4 and 5 at the Community Colleges shall be eligible for election to the panel.

C. **TERM OF SERVICE**

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 PANEL**

Election units shall be schools, colleges, and, within the College of Arts and Sciences at Manoa, divisions. Election to the panel shall be by election unit as follows:

1. Each election unit shall have a minimum of twenty (20) representatives, unless there are fewer than twenty (20) eligible Faculty, in which case all eligible Faculty Members shall serve on the panel.
2. Any election unit shall elect one (1) additional panel member for each 10 FTE Faculty in excess of 20.
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 an election unit for representation purposes. Faculty Members at Manoa who are not in a school or college shall be aggregated in an election unit 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 in an election unit and elect representatives in accordance with the FTE criteria stated above.

E. **EXCLUSION OPTION**

A Faculty Member who shall have a case considered by a committee

composed of FPP members regarding Article IV, V or IX, may designate no more than five (5) Faculty Members who cannot serve on such a committee. For matters concerning Articles IV and V, such designations shall be made by the deadlines specified in the guidelines established by the University.

F. REPRESENTATION OF FPP MEMBERS ON TPRC'S

In the appointment of Tenure and Promotion Review Committees (TPRCs) provided for in Articles IV and V, at least fifty percent (50%) of each TPRC shall be appointed from the FPP, and to the extent sufficient FPP members are available from the applicant's campus, such fifty percent (50%) shall be from the campus of the applicant; provided that should one or more FPP members appointed to a TPRC decline to serve, and the TPRC functions with a membership which does not have at least fifty percent (50%) from the FPP, such TPRC shall not be deemed to be improperly constituted.

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.

2. Formal Grievance Procedure.

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 grievant 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.

- a. 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.
- b. 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.
 - 1) 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.

- 2) 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.

If the Arbitrator determines that the provision of this Agreement which forms the basis of the grievance was violated in a significant manner, and further finds that there was a reasonable probability that such violation of procedure in the evaluation process adversely prejudiced the decision complained of, the Arbitrator shall direct that the application dossier be reconsidered. He may direct that the reconsideration process commence at any of the levels of review, or that any intervening level of review up to the Chancellor be omitted; he may also direct that any improper material which has prejudiced the decision be expunged from the dossier. In extreme cases, the Arbitrator may direct that a new TPRC be appointed in accordance with the provisions of this Agreement. As an alternative remedy to directing reconsideration in grievances involving the denial of tenure, the Arbitrator may direct that the probationary period be extended for an additional year, notwithstanding the limitations in Article IV, Section B-2, and the Faculty Member be permitted to submit a new application for tenure.

- 3) When the Arbitrator finds that any disciplinary action under Article IX 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 auditorium 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 operations with auditoriums, 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 auditorium-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.
- H. Any Faculty Member elected or appointed to an office in the Assembly will, if such office requires his full time in the exercise and discharge of its duties, be given a leave of absence without pay not to exceed one (1) year. Extension may be granted by the University for a period not to exceed twelve (12) months.

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, slow-down, 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. GENERAL

Retrenchment refers to the termination of the employment of any Faculty Member during any appointment as a result of lack of work or other legitimate reason in accordance with Section 89-9(d), H.R.S., such as fiscal exigency; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs or functions; curtailment of one or more programs, course offerings, or functions.

B. CONSULTATION ON RETRENCHMENT

When the University determines that retrenchment may occur, it will so inform the Assembly and will provide whatever information that is available. The Assembly may submit its assessment and/or recommendation within thirty (30) days of such notification. The University will not proceed with its retrenchment action until forty-five (45) days after its notification to the Assembly.

C. ORDER OF RETRENCHMENT

After determination by the University of the need to retrench and its assessment of institutional needs, the following order of layoffs shall be followed within the program or function, department, division, or comparable unit to be retrenched:

1. Part-time Faculty, including lecturers
2. Non-tenured Faculty
3. Tenured Faculty

Within each of these groups of Faculty Members, more senior Faculty shall be accorded priority over less senior Faculty. For the purposes of this section, seniority is defined as the total period of full-time continuous service since the date of initial appointment, with the understanding that of two (2) Faculty Members having the same length of service, the one with the higher rank, or placed on the higher step with the same rank, shall be regarded as the more senior. Approved leaves with or without pay do not count as breaks in continuous service.

No retrenchment shall be effectuated with respect to full-time personnel in a department, division, or comparable unit or program while other persons are teaching overload in the same subject in that unit.

D. NOTICE TO FACULTY

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) calendar months.
2. For those holding tenured appointments, at least twelve (12) calendar months.

E. PLACEMENT OF RETRENCHED FACULTY

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.

F. EMPLOYMENT RIGHTS OF RETRENCHED TENURED FACULTY

A tenured Faculty Member who is retrenched according to the provisions of this Article shall have employment rights to any position within his locus of tenure for which he is qualified and which is occupied by the Faculty Member with the least seniority, provided that the provisions of this paragraph shall not be applicable to the Faculty Member who is displaced.

G. REAPPOINTMENT OF RETRENCHED FACULTY

For a period of thirty-eight (38) 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 re-employment in the same or similar position at the campus at which he was employed at the time of retrenchment, should an opportunity for such re-employment arise. Offers of re-employment shall be in inverse order of layoff. An offer of re-employment 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 re-employment is not accepted, the Faculty Member shall receive no further consideration. The offer of re-employment 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. The Faculty Member thus recalled shall be recalled with full tenure.

H. RESOLUTION OF DISPUTES REGARDING QUALIFICATIONS

If a dispute arises as to whether or not a retrenched Faculty Member is qualified for the purposes of Sections E, F, and G above, the recommendation of the department, division or comparable unit affected will be given substantial weight by the University.

I. STATUS OF REAPPOINTED FACULTY

1. 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.
2. A retrenched tenured Faculty Member reappointed to a position other than the one from which he was retrenched may be granted immediate tenure. If he is not granted immediate tenure, then he shall serve a probationary period of not more than two (2) years.
3. A retrenched non-tenured Faculty Member reappointed to a position 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.

J. RESTRICTIONS ON HIRING NEW FACULTY

The University shall not employ new part-time or 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.

K. EXCLUSIONS

Retrenchment shall not refer to non-renewal of appointment under Article VII or Disciplinary Actions under Article IX.

ARTICLE XX, JOINT COMMITTEES

A. 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 ten (10) members, five (5) appointed by the University and five (5) Faculty appointed by the Assembly. The committee may invite any person it deems appropriate to meet with it.
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 or formal consultation without determining whether or not the subject is a mandatory subject for negotiations. Such matters may include subjects having system-wide implications.
3. The Assembly may communicate information regarding matters discussed by the committee to its membership.

4. An Agenda subcommittee composed of representative(s) of the University and of the Assembly shall plan an agenda for each meeting. The agenda will be made available to other committee members no less than one (1) week prior to the meeting.
5. The committee will meet at mutually convenient times, at least six (6) times a year.
6. 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.

B. COMMUNITY COLLEGE WORKLOAD STUDY TASK FORCE

1. A joint University-Assembly task force will be established to examine current workload practices in the Community Colleges and to recommend policies which will govern workload practices on all Community College campuses.
2. No later than June 30, 1980, the task force will either submit a joint report to the University and Assembly, or the members of the task force will submit separate reports to the University and Assembly.
3. The Joint Task Force is established as a study group and is not authorized to negotiate or make any commitments on behalf of the University or Assembly.

ARTICLE XXI, SALARIES

A. SALARY ADJUSTMENTS

Subject to the approval of the Legislature of the State of Hawaii, the following salary adjustments shall be made.

1. Effective July 1, 1979 each eligible Faculty Member shall receive an increase in salary of seven percent (7%) plus twenty dollars (\$20.00) per month (\$240 per year) over his salary of June 30, 1979, the seven percent (7%) to be calculated first.
2. Effective July 1, 1980 each eligible Faculty Member (except Faculty in the School of Law and Clinical Faculty in the School of Medicine) shall receive an increase in salary of seven percent (7%) plus twenty dollars (\$20.00) per month (\$240 per year) over his salary of June 30, 1980, the seven percent (7%) to be calculated first.

Effective July 1, 1980 the eligible Faculty of the School of Law and the eligible Clinical Faculty of the School of Medicine shall have their salaries adjusted as above, unless the parties mutually agree to other individual adjustments, the total of which represents an equivalent amount.

B. NEW APPOINTMENTS

1. New appointments to the Faculty shall be paid initial salaries within the minimum and maximum range for each Rank or Range as set forth in Table I. New appointments in 1979-80 shall be eligible for the general increase provided in Section A-2 above, taking into account the special provisions with respect to the Faculty of the School of Law and the Clinical Faculty of the School of Medicine.
2. Distinguished Faculty or distinguished Visiting Faculty may be appointed to chairs or special status above the maxima as provided above.

C. SALARIES FROM SOURCES OTHER THAN STATE GENERAL REVENUES

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 on the 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 Vice President for Administration for resolution.

D. ENTITLEMENT (RESIGNATION, TERMINATION, RETIREMENT)

Faculty Members who resign or are terminated for any reason prior to September 1, 1979 or September 1, 1980, respectively, shall not be entitled to the salary increases stated in this Article. Faculty Members who retire from State service prior to September 1, 1979 or September 1, 1980, respectively, shall be entitled to the increases stated herein.

E. 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:	
	Year 1	Year 2
I, R, S, A-2, C-1, C-2	\$385	\$420
I, R, S, A-3, C-3, C-4	\$467	\$508
I, R, S, A-4, C-5	\$525	\$570
I, R, S, A-5	\$604	\$654

The effective dates for Year One shall be September 1, 1979 for resident instruction in the Community Colleges and January 1, 1980 for Continuing Education and Summer Session in the University.

The effective date for Year Two shall be September 1, 1980.

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.

F. 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 eleven dollars (\$11) per contact hour.

TABLE I

G. Monthly Salary Ranges for New Appointments and Promotions

1. Community Colleges

Range	July 1, 1979				July 1, 1980			
	9-Month		11-Month		9-Month		11 Month	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
1	\$ 984	\$1623	\$1146	\$1895	\$1073	\$1757	\$1246	\$2048
2	\$1048	\$1741	\$1223	\$2032	\$1141	\$1883	\$1329	\$2194
3	\$1118	\$1868	\$1305	\$2180	\$1216	\$2019	\$1416	\$2353
4	\$1196	\$2004	\$1394	\$2341	\$1300	\$2164	\$1512	\$2525
5	\$1278	\$2232	\$1491	\$2606	\$1387	\$2408	\$1615	\$2808

2. University of Hawaii at Hilo and West Oahu College

Rank	July 1, 1979				July 1, 1980			
	9-Month		11-Month		9-Month		11-Month	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
2	\$ 984	\$1322	\$1146	\$1542	\$1073	\$1435	\$1246	\$1670
3	\$1196	\$1623	\$1394	\$1895	\$1300	\$1757	\$1512	\$2048
4	\$1515	\$2078	\$1768	\$2425	\$1641	\$2243	\$1912	\$2615
5	\$1934	\$2676	\$2260	\$3126	\$2089	\$2883	\$2438	\$3365

3. University of Hawaii at Manoa

Rank	July 1, 1979				July 1, 1980			
	9-Month		11-Month		9-Month		11-Month	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
2	\$ 984	\$1463	\$1146	\$1708	\$1073	\$1585	\$1246	\$1848
3	\$1196	\$1803	\$1394	\$2104	\$1300	\$1949	\$1512	\$2271
4	\$1515	\$2314	\$1768	\$2704	\$1641	\$2496	\$1912	\$2913
5	\$1934	\$2986	\$2260	\$3490	\$2089	\$3215	\$2438	\$3754
				\$3126 S				\$3365 S

**4. University of Hawaii at Manoa
County Extension Agents**

Rank	July 1, 1979		July 1, 1980	
	Min.	Max.	Min.	Max.
2	\$1011	\$1542	\$1102	\$1670
3	\$1223	\$1895	\$1329	\$2048
4	\$1442	\$2260	\$1563	\$2438
5	\$1651	\$2606	\$1787	\$2808

ARTICLE XXII, DURATION

- A. This Agreement shall be effective as of July 1, 1979 and shall remain in effect to and including June 30, 1981.
- B. Negotiations for renewal hereof shall begin on the first day of October 1980, or as soon thereafter as agreed to by the parties, but not later than the first day of November 1980.

In Witness Whereof, the parties hereto, by their authorized representatives, have executed this agreement this 30th day of January 1980.

State of Hawaii

University of Hawaii
Professional Assembly

By: George R. Ruyshak
Its Governor

By: [Signature]
Neal W. Wilson

[Signature]

Conrad Butera

Harry V. Ball

Jeanne de Haan

Ronald Baurasa

Board of Regents,
University of Hawaii

[Signature]

By: [Signature]

LOSE Myers

[Signature]

[Signature]

[Signature]

FACULTY HANDBOOK
1977 EDITION



Parts referred to in the Agreement between the
University of Hawaii Professional Assembly
and the University of Hawaii
July, 1979 to June, 1981

PART 4: CONDITIONS OF SERVICE

ACADEMIC FREEDOM

See Article VIII of Agreement.

POLITICAL ACTIVITY

The Regents believe that it is a faculty member's right as a citizen to engage in politics so long as these activities do not interfere with his University duties or violate established rules of the University. Furthermore, the Regents have expressed the belief that political activities by members of the faculty, in accordance with the following statement by the Faculty Senate, should result in no embarrassment to the University nor detrimentally affect these policies.

It is expected that members of the faculty will use appropriate discretion in the exercise of the political rights which they share in common with other citizens; that they will be careful always to emphasize that their utterances and actions in political matters are theirs as individuals and in no manner represent the University; that they will always recognize that their first obligation is toward their work as scholars and teachers; that they will accord the University administration the courtesy of prior notice of any political commitment which is likely to bring them into prominence; and that they will understand that leaves of absences for political activity which cannot be undertaken appropriately in conjunction with professional duties must be contingent upon the possibility of adjusting departmental schedules in such ways that the work and progress of the University will not be adversely affected. (This statement was prepared by Steering Committee of Senate and presented to Board of Regents which accepted the statement on May 27, 1953, as a "self-imposed rule" for the faculty.)

Because of the conflict in interest between services in the Legislature and employment at the University, the Board of Regents has established the following policy in regard to campaigning for and holding a seat in the State Legislature.

Any faculty member seeking a legislative seat shall:

1. Campaign completely on his own time, without adversely affecting his duties at the University;
2. Be subject to the same general University policies governing appearances and activities of political candidates on the campus; and
3. If elected, resign his position with the University effective on the first day of February immediately following his successful election.*

*Approved by Board of Regents
August 30, 1969

TENURE AND SERVICE

The procedures governing tenure are defined in Article IV of the collective bargaining Agreement.

DUTY PERIOD FOR INSTRUCTIONAL FACULTY

See Article III-C of the Agreement.

VACATION AND SICK LEAVES

(Reference Article III, Section K)

Except for those classified as Instruction (I-), who do not earn vacation or sick leave credit, faculty members are entitled to vacations and sick leaves as provided by State law, which is interpreted as follows:

1. Regular employees and full-time appointive and elected officers earn vacation credit at the rate of $1\frac{3}{4}$ days credit for each month of service. A month of service means not less than 19 days of work in a calendar month. All employees operating under civil service regulations with regard to accumulation of leave shall be required each year to take their "minimum" (six days) vacation leave; except that during the last calendar year before they take sabbatical leaves, study leaves, or other leaves with or without pay, they may, upon approval of the Vice-President for Administration, accumulate all leave due them during that period. Not more than 15 days a year of vacation credit may be accumulated unless prior approval is secured by the employee from the Vice-President for Business Affairs for the accumulation of the full amount, said accumulation to be granted only for good cause. Request for accumulation for the full amount should be made in writing to the Vice-President for Administration. The total accumulation shall not exceed 90 working days.

Faculty members taking vacation leave must make application on U.H. Form 1 (Pers) to the University Personnel Office in order that leave records may be maintained currently and accurately. In addition to the obvious requirement for an accurate accounting of leave on a current basis, it is worthy of note that if an individual requests lump sum payment for his accumulated vacation leave at the time of his retirement — which many do — the University Personnel Office must submit the individual's leave records for the five years immediately preceding retirement or termination to the Department of Accounting and General Services for audit before the payment can be made.

2. Regular employees and full-time appointive officers will earn sick leave credit at the rate of $1\frac{3}{4}$ days for each month of service. Employees may indefinitely accumulate for succeeding years the earned and unused portion of sick leave.

3. 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 dates of their annual employment contracts will coincide with anniversary dates of the research grant or contract from which they are paid. Vacations and sick leaves will be comparable to those granted to regular faculty members. However, approval to carry over vacation credit beyond the anniversary date of the contract will require recommendation of the principal investigator, who will certify that this action is in the best interest of his project and that funds are available to cover the accumulated vacation. In the case of sick leave, if the employee's contract is not renewed, the unused credit shall be void. Neither vacation nor sick leave will be granted for any period extending beyond the expiration date of the contract or grant providing the funds from which the employee is paid.*

This is a generalized statement only. Faculty members who are on the accumulation system may refer to Business Instruction 2071, **Vacation and Sick Leave Accounting System**, or may obtain a full statement of vacation and sick leave regulations from the Personnel Office.

SABBATICAL LEAVES, STUDY LEAVES, AND OTHER LEAVES OF ABSENCE WITH PAY

See Article III, Sections H and I.

LEAVES OF ABSENCE WITHOUT PAY

See Article III, Section J.

MATERNITY LEAVES

See Article III, Section B.

EMPLOYMENT ABROAD UNDER UNIVERSITY CONTRACT

Faculty members serving abroad under a University contract retain the same conditions of service — such as sabbatical leave, promotion, salary increments and academic tenure — as if they continued to serve on campus, unless such retention is inappropriate to the circumstances of the detached duty, in which case the contract will specify the exceptions. Faculty classified as I serving abroad under contracts requiring year-round service receive the same vacations and sick leave as those classified as R, S, and A.

Non-faculty members appointed specifically for an overseas assignment will be given a one-year contract, renewal being subject to satisfactory service, the

*Approved by Board of Regents
October 20, 1966

needs of the program, and availability of funds. Vacations and sick leaves will be available within the period of employment, unless exception is made in the contract or by local custom.

EMPLOYMENT OF RELATIVES*

Statement on Nepotism

"The recruitment procedures shall insure the employment of the most qualified person for each position, and the employment of a relative of a Board or faculty member shall be determined by the same principles that apply to the employment of any other faculty member.

In the case of supervisory relationships involving relatives, there shall be guarantees that those will not inhibit the free and open operation of the other members of the unit, and the relative that is in the supervisory position must disqualify himself from all deliberations and actions affecting economic benefits of the relative and other actions where appropriate. Evaluation of performance and professional competence shall be carried out objectively and fairly through committees and outside review.

For the purpose of this section, 'relative' includes husband-wife, parent-child, sibling, and any other familial relationship."

EXTRA COMPENSATION AND OUTSIDE EMPLOYMENT

See Article III, Sections D and E.

FACULTY TRAVEL POLICY

It is the intent of the University to assist members of the academic faculty in their efforts to attain and maintain positions of leadership and authority among their colleagues in their respective disciplines. University policy, therefore, is to provide members of the faculty with the maximum opportunity to attend scholarly and professional meetings and conferences within the limits of available funds. Faculty members who, through the preparation of papers or otherwise, are prepared to take an active part, are encouraged to attend scholarly conferences and professional meetings at University expense, funds permitting.

Funds available for the support of faculty travel vary from year to year, and procedures and priorities are changed accordingly. In general, faculty members who are giving papers at a scholarly or professional conference or meeting may receive round trip air fare at economy rates between Honolulu and the city in which the conference takes place.

*1. BOR Minutes, August 9, 1973, p. 13.

2. See UHPA Contract, Article III, Section A-1.

3. Also applicable to Community Colleges.

4. See also, HRS 84-15 (a) and State Ethics Commission Report 252.

In addition, a small sum in lieu of **per diem** may be granted. Details on current procedures and policies should be available in the department offices or from the Office of Research Administration.

Whenever a faculty member travels during a period in which he is considered to be on duty, regardless of the source of funds (even personal), he should complete the Proposed Out-of-State Travel form to be submitted to the President through the channels indicated on the form. This is for the protection of the traveler (in case of accident), as well as a requirement by law.

Following his return to the campus, each faculty recipient of a travel grant under this policy is required to submit within ten days of his return, a report on the meeting or conference indicating the benefits derived from attending it. This report should be filed with the dean of his college or similar program head.

PATENTS, COPYRIGHTS, AND RECORDINGS OF LECTURES

With more academic research being subsidized by State funds and outside grants administered by the University, the question of title to inventions and scholarly and creative works is becoming increasingly important. University policy on these matters is covered in Appendix H.

Scholarly papers, such as dissertations and theses, written to satisfy requirements for courses or degrees are the property of the author. With the exception that a specified number of copies must be deposited with University officials and the Library, the author may copyright, publish, or otherwise dispose of his work. He must assume full responsibility for the contents of such a manuscript and must recognize that he, not the University, is liable to suit in any civil complaint for statement made therein.

Under the assumption that the preparation and delivery of classroom lectures is a creative work and should be protected from unwarranted infringement, University policy prohibits the recording of lectures or classroom discussions without the written permission of the instructor or the taking of notes for any purpose other than the personal educational use of the person making the notes. (See Appendix I)

EXEMPTION FROM TUITION

See Article III, Section F.

APPENDIX H, UNIVERSITY OF HAWAII PATENT AND COPYRIGHT POLICY

1. Equities

The principle is hereby recognized that there are usually three interests involved in connection with research work and invention performed in the University by or under the direction of the research and teaching staffs of the University. These three interests are represented by the research worker or inventor; the University, and the general public whose taxes and gifts support the University. If the research is financed wholly or in part by an outside agency, there exists an additional interest.

In general, these interests are best served by immediate publication and dissemination of the results of the research. In some cases, however, the interests of all are best protected and furthered by patenting the discoveries and inventions resulting from the research. (In still others, specific agreements with a Federal or other agency sponsoring and/or funding the research prescribe certain procedures and inhibitions.)

2. Procedures and Timing of Action

All persons employed by the University shall submit their ideas for patentable inventions through their immediate supervisor to a University Patent and Copyright Committee. In submitting a patentable invention to a superior, the originator shall attach thereto a written statement or justification stating whether the patentable invention was the result of his personal or private research, or research supported by State funds, or research supported by an outside agency. Such statement shall be reviewed by his immediate supervisor, who shall attach thereto his written opinion stating:

- a. Whether the patentable invention was the result of personal or private research, or research supported by State funds, or research supported by an outside agency; and
- b. The reasons for his judgment.

Such statements by the supervisor, together with the statement of the inventor, shall be submitted within 30 days after receipt by the supervisor to the Patent and Copyright Committee. The Committee, within 90 days after such submission, shall notify the President, the person submitting the invention and the immediate supervisor of its decision as to whether such patentable invention was the result of personal or private research, or research supported by State funds, or research supported by an outside agency. The President may overrule, in writing, the decision of the Patent and Copyright Committee. If the decision of the Committee is not overruled within 30 days after submission to the President, the decision of the Patent and Copyright Committee shall be binding on all parties, unless appealed.

Within 150 days after the submission of the invention by the inventor to his immediate supervisor, the University shall notify the inventor of its final decision on whether it deems the invention to be the result of personal or private research, or of research supported by State funds, or of research supported by outside agencies.

The University shall relinquish all of its rights to the inventor in the following cases:

- a. If the invention is judged by the Patent and Copyright Committee to be the result of personal or private research; or
- b. If the University decides not to secure a patent for an invention which is a result of personal or private research but has been submitted to the Patent and Copyright Committee voluntarily by the inventor for possible development and patent under University auspices as hereafter noted.

In all cases of waiver of rights, the University shall relinquish its rights to the inventor by written waiver signed by the President of the University or by his designated agent. If the final unappealed decision of the Committee is that such invention was the result of personal or private research, such decision may be used by the inventor as evidence in establishing the priority of his invention. Any person aggrieved by the decision of the Patent and Copyright Committee, within 30 days after receipt of the ruling of the Committee, may appeal to the President of the University. The decision by the President shall be final within the University administrative framework.

3. Inventions Resulting from Personal or Private Research

The University shall have no vested interest in inventions clearly resulting from personal or private research and developed by a person on his own time, without cost or expense to the University. Such inventions may be voluntarily offered by the faculty member to the Patent and Copyright Committee for the possible securing of a patent and for subsequent developing, processing and exploitation under University aegis. If such offer is accepted by the Patent and Copyright Committee, the inventor shall assign his rights to the University of Hawaii Research Corporation and shall thereafter receive 75% of the net profits if any (amount received by the Corporation, less costs) derived from any exploitation of the patent.

4. Inventions Resulting from Research Supported by State Funds

Inventions resulting from research wholly supported by State funds shall become the property of the University of Hawaii. Staff members shall assign their rights to the University of Hawaii Research Corporation and shall be entitled to receive 50% of the net profits (amount received by the Corporation, less costs) derived from any exploitation of the patent.

5. **Inventions Resulting from Research Supported by an Outside Agency**

Inventions resulting from research supported by an outside agency, either wholly or in part, shall be governed by the provisions of the agreement covered by the work. In the absence of such provisions, the invention shall be regarded as deriving from the category of State or University supported research.

6. **Copyrights**

This policy is designed to cover copyright of books or other similar materials, and of materials in all forms copyrightable under the laws of the United States or international copyright agreements.

Except for works produced or written for hire, any publishable material produced by a member of the Faculty or Staff of the University shall be the exclusive literary property of the author. The author may obtain copyright or dedicate his work to the public as he chooses — subject to any restrictions imposed by sponsoring or funding agencies not under University control.

Works produced or written "for hire" are defined as manuscripts or materials produced by persons who are engaged by the University specifically to produce such manuscripts or works, or released from other work to produce such materials. The University shall be the sole proprietor of any work done "for hire", and may make such disposition of resultant manuscripts as it may choose. Borderline determinations should be documented, when desired, in accordance with the foregoing patent policy. Should any controversy concerning this policy arise, it will be referred to the Patent and Copyright Committee of the University which will make a recommendation for action to the President.

7. The President, after consulting with the Patent and Copyright Committee, may enter into such financial agreements as he deems equitable whenever a staff member at his own expense desires to patent an invention or copyright written works which resulted from research supported by State funds or works produced or written "for hire" by the University, only in instances when the Committee disclaims interest in patenting or copyrighting the work produced by the staff member.

This policy shall become effective upon compliance with the provision of Section 6 C-4, R.L. H. 1955 as amended.

Approved by Governor Burns,
and made legally effective: November 12, 1968.

APPENDIX I, RECORDING OF CLASSROOM LECTURERS

On March 24, 1970, the Faculty Senate approved the following modification which was approved by the Board of Regents on April 23, 1970.

“Unless the instructor refuses permission, the use of tape recorders or other electric or mechanical devices for recording classroom lectures or events shall be permitted for the personal educational information of the person who records the lecturer, or if he is recording the lecturer or event on behalf of someone else, the recording shall be used by that person for his own educational information only.

If any other use of the recording is intended, written permission from the speaker or instructor shall be required.”

APPENDIX S, COMMUNITY COLLEGE SICK LEAVE POLICY

Sick Leave — When Granted

When an employee is ill and unable to discharge his duties or his presence at work is a health hazard to students or employees, sick leave is granted.

Schedule of Sick Leave for Faculty on Academic Year Appointment

1. All faculty members in service for the full academic year shall be entitled to 18 days of sick leave.
2. During the initial year employment, for those faculty members employed after September 30, sick leave days shall be prorated according to the following schedule:

First Semester

October	16 days
November	14 days
December	12 days
January to the end of the first semester	10 days

Second Semester

Beginning of 2nd semester through February	9 days
March	7 days
April	5 days
May	3 days
June	1 day

Schedule of Sick Leave for Faculty on Calendar-Year Appointment

1. Faculty members on a 12-month employment basis shall accumulate sick leave at the rate of 1 $\frac{3}{4}$ days per month (19 working days minimum). Employees working less than 19 days in a calendar month shall receive less than 1 $\frac{3}{4}$ days as provided for in the following schedule:

For Calendar Days of Service	= Working Day of Leave
1 to 3	= 0
4 to 7	= ¼
8 to 11	= ½
12 to 15	= ¾
16 to 19	= 1 full day
20 to 23	= 1¼
24 to 27	= 1½
28 or more	= 1¾

- Such leave allowance shall be recorded and administered on a calendar-year basis, the allowance accruing during each calendar year being credited to the employee as of December 31 of each year.

Accumulation of Sick Leave Days

- Sick leave which is not used during the year for which it accrues shall accumulate and be available for succeeding years.
- Accumulation of sick leave days shall have no limitation.
- A faculty member leaving the community college shall retain his accumulated sick leave for a period of five years, after which time, should he return to service, his sick leave status will be that of a new employee.
- Faculty members who were transferred or were recruited from the State Department of Education retain their accumulated sick leave when they join the community colleges.
- Faculty members who were entitled to earn and accumulate sick leave on the Manoa and Hilo campuses of the University of Hawaii retain their accumulation when they transfer to the community colleges.
- Instructional personnel at the Manoa and Hilo campuses of the University of Hawaii do not earn formal sick leave and consequently bring no accumulation when they transfer to the community colleges.

Number of Days Available

Sick leave available is equal to the number of days of cumulative sick leave which has been earned by the faculty member plus the number of days of current annual sick leave to which he is entitled.

Current annual sick leave entitlement will start the month an employee begins work.

Request for Leave

- The University of Hawaii Application for Leave of Absence (F3540) will be prepared and signed by the faculty member and forwarded to the Provost. For absence of more than five consecutive working days, the form must be accompanied by a statement from a licensed physician or accredited Christian Science practitioner.

2. For absence of five consecutive working days or less, the signature of a physician is not required.

Illness at the Opening of the Academic Year

1. A faculty member who is ill and under the care of a licensed physician at the opening of the academic year will be allowed full pay sick leave from the beginning of the academic year up to the limit of his full pay accumulated sick leave available.
2. Upon his return to work, he will be granted annual sick leave to which he is entitled for the balance of the year which may be applied retroactively to cover illness during the first days of the academic year.

Leave for Physical Check-Up

Sick leave shall not be granted for a physical check-up unless it is illness-connected and required by a licensed physician in connection with treatment.

Working Days Only to be Charged

In all cases of sick leave with pay, only actual school days will be charged against the amount of sick leave available.

Accumulation of Sick Leave During Leave of Absence Without Pay

When a faculty member is granted leave of absence without pay, the sick leave accumulation up to the time of leave will be registered and credited to him on his return to service.

Interns and Others on Special Short-term Contracts

Interns and others on special short-term contracts will be granted sick leave at the rate of $1\frac{3}{4}$ days per month. This sick leave will be non-accumulative.

Absence During Part of the School Day

A faculty member who leaves the campus because of illness may be considered present for the day after being on regular duty for three hours.

Approved by Board of Regents:
October 21, 1971

APPENDIX T, TEMPORARY DISABILITY*

Sick Leave Policy for Faculty Members of the University of Hawaii

Every eligible faculty member of the University of Hawaii, including Community College faculty, not covered by an approved sick leave plan shall be entitled to receive in the aggregate, a minimum of three calendar weeks of sick leave. Should a faculty member be entitled to earn and accumulate sick leave by any other policy, he shall be entitled to the number of days necessary to aggregate a minimum of three calendar weeks by this policy.

Coverage under this policy shall extend 14 days beyond the termination of the appointment period and shall include leave required due to complications arising from pregnancy or its termination thereof of any eligible appointee unless equal coverage is provided by any other sick leave plan or Temporary Disability Insurance Plan.

Approved by Board of Regents:
September 16, 1971

*NOTE: This policy was approved by the Board of Regents for all eligible faculty members of the University of Hawaii to comply with the requirements of the State's Temporary Disability Insurance Law.

**MEMORANDA
OF
AGREEMENT
AND
EXCHANGES
OF
LETTERS**

[What follows is a series of excerpts of letters which were exchanged to clarify various issues addressed in the contract.]

SUBJECT: MANDATORY RETIREMENT

[UHPA TO REGENTS]

JULY 16, 1979

On February 2, 1979, we proposed that the then separate and ongoing negotiation on Mandatory Retirement Age be combined in the current general negotiations and this was subsequently agreed to. We are hereby proposing that all proposals and counterproposals on this subject be withdrawn and that this subject be returned to a separate negotiation, consistent with HPERB Decisions NO. 83 and 91, effective with the date of your concurrence in this proposal.

[REGENTS TO UHPA]

JULY 31, 1979

We concur with your proposal of July 16, 1979 that the subject of a mandatory retirement age be withdrawn from the current negotiations, and that this subject be negotiated as a separate issue.

SUBJECT: NEW ARTICLE, INSTRUCTIONAL PERIOD

[UHPA TO REGENTS]

JULY 31, 1979

We have a question regarding your last proposal with respect to **Instructional Period**. Your proposal retains the current Handbook language of "nine months of continuous service." Our last proposal says "nine consecutive months." Would you please advise us of the meaning you attach to your language?

We are especially concerned with what it means regarding the period of the authority of administrators to assign duties to the Faculty. For example, does this include Sundays? Does it include twenty-four hours a day? Does it include holidays? How does it relate in general to Non-Instructional Days (including final examination periods within Instruction Days)?

[REGENTS TO UHPA]

JULY 31, 1979

In your letter of July 31, 1979 you asked several questions as to our interpretation of the phrase "nine months of continuous service."

As you indicated, this phrase has been in the Faculty Handbook for many years. As applied to the instructional faculty whose principal duties are classroom instruction, it normally would not involve the assignment of duties on Sundays and holidays, nor does it mean that such faculty would in effect be on stand-by status twenty-four hours a day.

In general, non-instructional days during the normal work week would be considered part of the duty period. However, they may or may not involve the assignment of specific, ad hoc duties.

We assume, of course, that faculty would on their own initiative use this time in pursuit of their professional activities.

It may be useful to mention that certain personnel in the faculty classification may be engaged in specialized activities, including certain types of research or training activities, which may involve extended period of duty time. These persons, however, are usually not among the nine-month instructional faculty.

We trust this responds to your inquiry.

**SUBJECT: ARTICLE III, NEW SECTION, CONDITIONS OF EMPLOYMENT,
OUTSIDE EMPLOYMENT; SECTION D**

[REGENTS AND UHPA JOINTLY]

OCTOBER 24, 1979

This memorandum is to confirm our understanding that the limitation stated in the sentence, "Faculty Members who engage in consulting, contract or private employment shall not exceed eight (8) hours per calendar week," applies only during duty periods and that there is no such limitation during vacation-leave of 11-month faculty, the summer non-duty period for nine-month appointees, and during periods of official leaves from the University.

**SUBJECT: ARTICLE IV, TENURE AND SERVICE; SECTION B, PROBA-
TIONARY PERIOD; SUBSECTION 2, DURATION OF PRO-
BATIONARY PERIOD; PARAGRAPH d: REMEDIES AVAILABLE
TO CERTAIN FACULTY DENIED TENURE**

[REGENTS AND UHPA JOINTLY]

OCTOBER 24, 1979

This memorandum is to confirm our understanding regarding the remedies available to certain Faculty denied tenure. The pertinent language in the proposed Agreement reads as follows:

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 I-3 or R-3 employed on or after July 1, 1977, shall be awarded promotion to Rank 4 if granted tenure.

It is our understanding that in any case involving a Faculty Member (a) who has the option to apply for tenure without applying for promotion at the same time and (b) who applies for both in the same academic year and (c) is denied promotion, thus requiring denial of tenure, shall be allowed the remedies available for denial of tenure in accordance with Articles VI and XII.

**SUBJECT: ARTICLE IV, TENURE AND SERVICE; SECTION J, LOCUS AND
TRANSFER OF TENURE WITHIN THE UNIVERSITY OF HAWAII;
SUBSECTION 1, LOCUS OF TENURE: COMMUNITY COLLEGES
OTHER THAN HILO**

[UHPA AND REGENTS JOINTLY]

OCTOBER 22, 1979

This memorandum is to confirm our understanding that at the present time the locus of tenure of the Faculty Members of each of the Community College campuses other than Hilo is the campus and that up to the present time the Board of Regents has not authorized any Provost of any Community College to define tenure-locus-units smaller than the campus.

**SUBJECT: NEW ARTICLE V, SUBSECTION E-3-b: PROMOTION REVIEW
PANEL'S RECOMMENDATION TO PRESIDENT**

[REGENTS TO UHPA]

OCTOBER 25, 1979

You have expressed the concern of some faculty over the reported delegation to the Chancellors by the President of certain personnel actions, particularly decisions on promotion applications. You also expressed concern over the impact such delegation would have upon the application of the new review procedures in the recently negotiated agreement.

With respect to the question on delegation, the President has decided to delegate to the Chancellors the authority to make positive recommendations on promotions to the Board of Regents, in the sense that involvement at the President's level (usually by the Vice President for Academic Affairs), will be procedural (processing only) rather than substantive.

With respect to the application of the collective bargaining agreement, the effect of this delegation is that, absent some obvious abuse of discretion, the President will forward the positive recommendation of the Chancellor to the Board of Regents, and forego his prerogative to review the merits of the application. That being the case, the contingency provided for in Subsection E-3-b of the new Article V, which is one of three contingencies which trigger the Promotion Review Panel, will not be exercised, since the President will also forego his prerogative to express "reservation(s) about acting favorably upon the recommendation to promote." The President's restraint in these regards would not prejudice the applicant.

Please note, however, that since the delegation by the President is purely administrative in nature, it may be revoked by him during the term of the Agreement, and if so revoked, the subject provision may again become effective.

It goes without saying that the University will observe the letter and spirit of new procedures, when the Promotion Review Panel is triggered into action by the other two contingencies. In such event, each case will be carefully

examined on its merits, in the context of the provisions of the collective bargaining agreement.

SUBJECT: ARTICLE XIX, RETRENCHMENT; SECTION D

[UHPA AND REGENTS JOINTLY]

OCTOBER 22, 1979

This memorandum is to confirm our understanding of part of the language of the indicated section. The present language in the proposed Agreement states that when two Faculty Members have "the same length of service, the one with the higher rank **or placed on the higher step with the same rank**, shall be regarded as the more senior" (bold lettering added).

Since we have formally done away with steps as such, it is our shared understanding that the above language shall mean: "... the same length of service, the one with the higher rank **or with the greater length in grade within the same rank**, shall be regarded as the more senior."

SUBJECT: ARTICLE XIX, RETRENCHMENT; SECTION F

[REGENTS AND UHPA JOINTLY]

OCTOBER 24, 1979

This is in follow-up of our discussions regarding the interpretation to be applied to the words, "the Faculty Member who is displaced." It is our understanding that you concur that the words refer to **the more junior faculty member who is being bumped**.

Our shared intention in this section is to limit the possibilities to one bump, in contrast to a sequence or chain-reaction of bumps, while at the same time preserving **all other rights provided in other sections of this Article** to the Faculty Member who is being bumped, that is, the bumpee.

SUBJECT: ARTICLE XIX, RETRENCHMENT; SECTIONS F AND H

[REGENTS AND UHPA JOINTLY]

OCTOBER 24, 1979

This memorandum is to confirm our understanding of the role of the "Minimum Qualifications" (M.Q.'s) in determining who is "qualified" in Section F in the light of the role assigned to the Faculty in Section H. The question which has been raised is: Can a Faculty Member who is "qualified" under the old M.Q.'s but not the new M.Q.'s "bump" a Faculty Member who has less seniority but meets the qualifications of the new M.Q.'s?

A review of the record indicates that it was agreed that once a determination of programmatic needs in the long range has been made by the Board of Regents it is the Faculty who have substantial responsibility in determining whether someone is qualified to fill a given position.

It is our understanding that the role of M.Q.'s **per se** may vary in particular situations depending upon many circumstances and is not necessarily

determinative. This could be among the kind of questions on which the recommendation of the Faculty of the affected unit should be given substantial weight under Section H. There is no way in which the Faculty of this unit can avoid an honest assessment of the real significance of any M.Q. changes relative to the unit's expected performance and the ability of the would-be bumper to perform accordingly.

SUBJECT: ARTICLE XIX, RETRENCHMENT; SECTION J

[UHPA AND REGENTS JOINTLY]

OCTOBER 22, 1979

This memorandum is to confirm our understanding that in the phrase, "The University shall not employ new part-time or full-time Faculty Members in any organizational unit in which a layoff is effective until . . .," the word "part-time" includes "Lecturers" as well as fractionated (less than full-time) Temporary Hires, e.g., "Instructor II-25%."

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