

2003 - 2009

Addendum to the Agreement

between the

University of Hawai‘i Professional Assembly

and the

Board of Regents of the University of Hawai‘i

ARTICLE XXI, SALARIES

R-18 MEMORANDUM OF UNDERSTANDING
ON THE PROCEDURES FOR SPECIAL SALARY ADJUSTMENTS AND BONUS PAYMENTS

ARTICLE XXII, HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

ARTICLE XXIX, NO STRIKE OR LOCKOUT

ARTICLE XXX, DURATION

The following Article XXI, Salaries, shall be included in the 2003-2009 Collective Bargaining Agreement:

ARTICLE XXI, SALARIES

A. SALARY ADJUSTMENTS

Subject to legislative appropriations, Faculty Members shall have their salaries adjusted as follows:

1. Effective July 1, 2003, all Faculty Members shall have their base salaries increased by one percent (1%).
2. Effective July 1, 2004, all Faculty Members shall have their base salaries increased by three percent (3%).
3. Effective July 1, 2005, all Faculty Members shall have their base salaries increased by two-percent (2%).
4. Effective July 1, 2006, all Faculty Members shall have their base salaries increased by five percent (5%) of which one-fifth (1/5) of the five percent (5%) shall be paid by the University.
5. Effective July 1, 2007, all Faculty Members shall have their base salary increased by nine percent (9%) of which three-ninths (3/9) of the nine percent (9%) shall be paid by the University.
6. Effective July 1, 2008, all Faculty Members shall have their base salaries increased by eleven percent (11%) of which three-elevenths (3/11) of the eleven percent (11%) shall be paid by the University.
7. The cost of fringe benefits shall be paid as provided by law.
8. For Faculty Members promoted in accordance with Article XIV, Promotion, the above salary adjustments shall be applied subsequent to the salary adjustments provided for in Article XIV, C.

B. ENTITLEMENT (RESIGNATION, TERMINATION, RETIREMENT)

Faculty Members whose effective date of resignation, termination or retirement, falls before July 1 of the year in which a salary increase is to go into effect shall not be entitled to the salary increases set forth in this Article. Faculty Members who remain on the payroll solely for the purpose of vacation or pro rata summer pay shall not be entitled to receive the salary increases provided in this Article.

C. LECTURER FEE SCHEDULE

Lecturers who do not carry a University classification or academic rank and who teach in the Continuing Education and Summer Session programs and the Community Colleges or in other programs traditionally paid on a credit hour basis shall be paid in accordance with the following rates. Determination of the step assignment shall be based on the policies in effect on the campus where the course is taught. Policies shall be based upon the individual's prior teaching experience, academic credentials, or other equivalencies appropriate to the assignment.

The Employer reserves the right to exercise its judgment in hiring the best qualified applicant for a lectureship; however, where applicants have comparable qualifications, first priority shall be given to lecturers at level "C" on the fee schedule and second priority shall be given to lecturers at level "B" of the fee schedule. This priority shall apply only at the institution where the lecturer is home based and only for a total of nine (9) credit hours, if available. Classes assigned to a priority lecturer which are cancelled may be replaced at the option of the Employer.

RATE PER CREDIT HOUR OF INSTRUCTION OR EQUIVALENCY

Effective Date	Step A	Step B	Step C
8/1/03	\$1061	\$1275	\$1490
8/1/04	\$1103	\$1325	\$1549
8/1/05	\$1125	\$1352	\$1580
8/1/06	\$1169	\$1405	\$1642
8/1/07	\$1215	\$1460	\$1707
8/1/08	\$1263	\$1518	\$1774

D. NON-CREDIT FEE SCHEDULE

Faculty Members engaged in non-credit instruction shall be paid not less than the following rates per contact hour:

Effective Date	Hourly Rate
7/1/03	\$28.50
7/1/04	\$29.60
7/1/05	\$30.20
7/1/06	\$31.40
7/1/07	\$32.70
7/1/08	\$34.00

E. ADDITIONAL COMPENSATION

Faculty Members may receive additional compensation both during the duty period and during the non-duty period in accordance with the provisions of this paragraph E. Prior authorization must be obtained before undertaking additional University services for additional compensation. Such additional services are not to interfere with the Faculty Member's regularly assigned responsibilities. Faculty Members teaching credit courses shall be compensated according to the following schedule:

RATE PER CREDIT HOUR OF INSTRUCTION OR EQUIVALENCY

Rank	7/1/03	7/1/04	7/1/05	7/1/06	7/1/07	7/1/08
2	\$1123	\$1167	\$1190	\$1237	\$1286	\$1337
3	\$1294	\$1345	\$1372	\$1426	\$1482	\$1541
4	\$1407	\$1463	\$1492	\$1551	\$1612	\$1676
5	\$1578	\$1640	\$1673	\$1739	\$1808	\$1879

1. Faculty Members employed less than full-time may be compensated for other activities at any time. This compensation is not deemed overload for the purposes of this Agreement until the Faculty Member's employment is considered full-time. At that point, the overload regulations described herein become applicable.
2. Compensation During the Non-Duty Period
 - a. Faculty Members may receive compensation from their contracts and grants during the non-duty period in accordance with the terms of the contract or grant and federal regulations, if applicable.
 - b. Faculty Members on nine-month appointments may not teach for additional compensation in the summer session at the same time that they are receiving a summer research salary or other compensation for services to the University.
 - c. Faculty Members who accrue vacation leave may teach only if they are on vacation, or on leave without pay and are not receiving a summer research salary or other compensation for services to the University. Faculty Members on 11-month appointments who do not accrue vacation leave may teach only if they are off-duty or on leave without pay and are not receiving a summer research salary or other compensation for services to the University.
3. Compensation During the Duty Period (Overload).
 - a. During the academic year, Faculty Members at UH-Manoa, UH-Hilo, and UH-West Oahu shall be authorized overload teaching when the course(s) to be taught cannot be assigned to another Faculty Member and the hiring of a

- B. Members of the faculty need, and accept, the opportunity to be recognized for outstanding achievement in the profession. Special salary adjustments can provide a system that recognizes meritorious performance in teaching, research, and/or service.
- C. The existence of salary differentials among faculty in a given discipline must be clearly attributable to academic credentials, rank, experience, years of service, and/or the individual's academic and service accomplishments. Inequitable differentials caused by other factors should be eliminated.
- D. Although there is no one field of study or academic discipline intrinsically more valuable than another, there is a need to address differentials in salaries required to retain faculty in specific fields or disciplines
- E. Salary determination and placement must be free from biases, in accordance with Article II, Non- Discrimination.

Internal reallocation of budgeted resources to fund special salary adjustments shall not undermine the ability of the Departments or Divisions to carry out their educational missions.

Special salary adjustments will be made during the term of this Agreement only to prevent the erosion of the academic program or mission of the University. Even when otherwise justified, special salary adjustments to individuals will not be made when the cumulative impact of funding such adjustments, on students, faculty workload, and departmental/division resources, is deleterious to the University.

Bonus Payments

The parties further recognize that certain faculty achievements deserve to be recognized and rewarded through one-time bonus payments. Bonus payments are a means of recognizing outstanding achievement in the areas of teaching, research, and/or service. As with special salary adjustments, bonus payments shall be subject to the availability of funds and will not be made if there will be a resulting deleterious effect to the University. Requests and nominations for bonus payments shall be made in accordance with the procedures below.

Procedures

- A. Faculty may apply for a special salary adjustment or bonus payment by submitting a completed Special Salary Adjustment or Bonus Payment request form with supporting attachments to the appropriate Dean or Director. Faculty may also be nominated for special salary adjustments and bonus payments.
- B. All requests and nominations shall be brought before the Faculty Member's department/division. All bargaining unit members in the department/division shall be given the opportunity to review the request and support or not support the request. The department/division position and comments shall be provided to the Dean or Director.

- C. After consultation with the department, the Dean or Director shall review the request and submit a recommendation to the appropriate Chancellor. The recommendation shall include a proposed method of funding the request and a general statement concerning the impact the funding of the request will have upon the programs, faculty workload, and department/division resources.
- D. The Chancellor shall review the request and submit a recommendation to the President. All requests shall be forwarded to the President, including those not supported for lack of funding or based on the evaluative review.
- E. The President shall approve or deny all requests and nominations after consultation with the University of Hawai'i Professional Assembly. The President will secure the written concurrence of the University of Hawai'i Professional Assembly on the request form before any adjustment or bonus is awarded. A copy of the completed request form will be transmitted by the President's office to the Dean or Director and the Faculty Member.

ARTICLE XXII, HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

The following new Section E. shall be added to Article XXII. All other sections to remain unchanged.

- E. From and after plan year 2004-2005, parts B, C, and D of this Article, as amended, shall continue in force; provided that the Employer's percentage rate and monthly contribution for benefit plans in part B, and the Employer's share of family dental cost in part D, shall be not less than the highest rate, monthly contribution, or share paid for any Employee-Beneficiary in any other bargaining unit in the same month.

The following Article XXIX, No Strike or Lockout, shall replace the existing Article XXIX contained in the 2003-2009 Collective Bargaining Agreement:

ARTICLE XXIX, NO STRIKE OR LOCKOUT

- A. This Union, its representatives, and its bargaining unit members will not authorize, instigate, incite, aid, or engage in any work stoppage, slowdown, sick-out, picketing, or strike against the Employer during the life of this Agreement.
- B. The Employer agrees that during the life of this Agreement there will be no lockout.
- C. This Article does not apply to lawful picketing on issues of public interest unrelated to the University and on premises that are not under the control or jurisdiction of the University.

The following Article XXX, Duration, shall replace the existing Article XXX contained in the 2003-2009 Collective Bargaining Agreement:

ARTICLE XXX, DURATION

- A. This Agreement shall be effective as of July 1, 2003 and shall remain in effect to and including June 30, 2009. During the term of this Agreement, the parties, each on the call of the other, shall meet to bargain in good faith on matters covered herein. In the event that agreement cannot be reached on these matters, the current language of the Agreement shall continue in force and effect and Article XXIX, No Strike or Lockout, shall control the actions of the parties.

- B. Negotiations for renewal shall be as provided by law.