MEMORANDUM

July 29, 2003

TO: Peggy Cha, Chancellor, Kaua‘i Community College
Shirley Daniel, Interim Chancellor, Hawai‘i Community College
Peter Englelert, Chancellor, University of Hawai‘i at Manoa
Angela Meixell, Chancellor, Windward Community College
John Morton, Chancellor, Kapi‘olani Community College
William Pearman, Chancellor, University of Hawai‘i at West O‘ahu
Ramsey Pedersen, Chancellor, Honolulu Community College
Clyde Sakamoto, Chancellor, Maui Community College
Mark Stillman, Chancellor, Leeward Community College
Rose Tseng, Chancellor, University of Hawai‘i at Hilo

FROM: Edward Yuen
Director of Collective Bargaining and Affiliated Faculty Affairs


In our preparations to implement the 2003-2005 faculty collective bargaining agreement (hereinafter "Agreement"), it came to our attention that certain concepts which were discussed and agreed to in negotiations were not clearly stated in the language of the Agreement. We have since clarified these matters with the University of Hawai‘i Professional Assembly and the Agreement will be implemented as listed below.

Article New, Faculty Professional Responsibilities and Workload

1. The language in this article which provides that the chair and the faculty member will determine the faculty member's instructional workload does not abrogate management's right to assign work. The instructional load agreed upon by the chair and the faculty member may be subject to approval by the appropriate dean or director.

2. Revised CCCM #2250 provides that community college faculty who teach 15 credit hours in one semester will be granted three credits of assigned time in the following semester. This requirement will be met if community college instructional faculty teach 27 credit hours with 3 credit hours of assigned time in AY 2003-04. In other words, you have the flexibility to assign a 15 credit hour teaching load to your faculty during one semester if they are assigned a 12 credit hour teaching load and three credit hours of assigned time in the other semester of the same academic year. The three credit assigned time entitlement is only applicable to instructional faculty. We are reviewing
the situation involving instructional faculty in vocational education and other programs who do not teach the standard 15 credit hour load to determine how their assigned time will be allocated.

**Article New, Faculty Appointments Not Eligible for Tenure**

1. **Section B, Conversion of Temporary Appointments to Probationary Status**
   
   A. This section refers to the conversion of positions, not individuals, to probationary status despite the use of the term "appointments" in the title of the section.
   
   B. This section requires the administration to (1) identify all permanent faculty positions which are fully funded through general funds but are filled with faculty not eligible for tenure; (2) identify all temporary faculty positions which have averaged at least 75% general funding for the past seven consecutive years as of July 1, 2003; and (3) identify all non tenure-track faculty who have served in the same position on a full-time basis for at least the past seven consecutive years as of July 1, 2003. **It is requested that you have your programs compile this information and submit it to my office no later than Friday, August 29, 2003.**

2. **Section C, Limited Term Contracts**
   
   **A.** By July 1, 2004, we are required to offer three-year rolling appointments to full-time and part-time faculty not eligible for tenure who have been appointed to the same bargaining unit position for five consecutive years. A rolling three-year appointment is one where another year is automatically added to the appointment period so that the faculty member will always have a three year appointment. In order to terminate such an appointment, notice of termination must be given prior to the end of the current year of the appointment period.

   **Example:**

   October 1, 2003 to September 30, 2004
   October 1, 2004 to September 30, 2005
   October 1, 2005 to September 30, 2006

   In the example above, another year will automatically be added to the appointment period unless notice of termination is given prior to September 30, 2004. If such notice is given, the appointment shall terminate on September 30, 2006. If notice is given on or after September 30, 2004, the appointment shall terminate on September 30, 2007.
B. The requirement that multi-year limited term contracts be terminated upon four months notice only if all other individuals with temporary contracts of shorter duration in the same program, division, or department have been given prior notice of termination shall not apply in cases where termination is based on the faculty member's lack of experience or expertise to perform necessary work, poor performance, or lack of funding. In such cases, the limited term contract may be terminated prior to the end of the appointment period upon four months notice.

C. Beginning Fall 2003, we are required to offer year long or multi-year appointments to lecturers who meet the following conditions:

1) They must have taught during the last academic year in a unit of your campus (which is defined as the department, division or other level at which the hiring decision is made); and

2) They must have taught a sufficient number of credit hours to be in the bargaining unit for a minimum of eight semesters in the last seven consecutive years as of July 1, 2003 (credit hours taught as a lecturer and instructional faculty appointments of .50 FTE or more shall be considered for this determination).

If there are courses to be taught in the unit, lecturers who meet the conditions above shall be offered a one, two or three year appointment based on seniority, which is to be determined by the number of qualifying semesters as described above. In cases of a tie, priority will be given to the lecturer who taught the greater number of credit hours in the qualifying semesters. If possible, such lecturers are to be offered appointments which provide them with the minimum number of credit hours to place them in the bargaining unit. Lecturers on multi-year appointments will be placed on leave without pay during the summer. In order for them to maintain their health insurance coverage, they must write a check each month for their portion of the insurance premiums and mail the check directly to the Employer-Union Trust Fund.

D. Should there be a need to cancel classes because of declining enrollment or insufficient funding to support the planned course offering, lecturer appointments may be amended to reduce the number of credit hours assigned or the lecturer may be terminated. In such an event, the lecturer should be notified of course reductions or termination as soon as possible.

E. We are not obligated to provide multi-year appointments to lecturers who have performed poorly as determined by peer evaluations, course evaluations or student complaints.
Peggy Cha, et al.
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F. The provisions of this article take precedence over the provision in the salary article giving lecturers at higher steps priority in course assignments.

3. Section D, Research Grants or Other Non-State General Funded Contracts

The provision in Section C of this Article relating to the termination of limited term contracts as clarified herein applies to this Section.

4. The Board of Regents has delegated to the President and his designees the authority to approve multi-year appointments not exceeding three years for faculty. The President will be further delegating this authority to you and your designees.

5. Employment contracts will not be used for multi-year appointments; however, the attached sample offer letters which apprise the faculty member of the conditions of his or her employment should be used when a multi-year appointment is offered.

Article IX, Department/Division Procedures Governing Tenure, Promotion and Contract Renewal

Section B, Minimum Requirements for Departmental Procedures

A. The provision "allowing only faculty members of equal or higher rank to vote on applications for promotion" means that only faculty members at or above the rank of the applicant at the time of the application will be allowed to vote.

B. The prohibition against department and division chairs participating in the deliberations of the DPC in tenure and promotion cases does not apply in cases where the department or division chair will not be making an independent recommendation on the application as the chair, e.g., the applicant is from a different department.

Article XI, Tenure and Service

Section B.3, Contracts During the Probationary Period

Tenure-track faculty hired on or after July 1, 2003 will be offered initial two-year appointments. In the first year of the Agreement, current faculty members at rank 2 and 3 who have successfully completed their initial probationary year shall be given a one-year appointment to be followed, if renewed, by a two-year appointment. Faculty members at rank 2 and 3 who have successfully completed two years of probationary service will be given a two-year appointment. Faculty members at rank 4 who have successfully completed their initial probationary year shall be given a one-year appointment to be followed, if renewed, by another one-year appointment.
Article XIII, Promotion

Faculty will receive an eight percent (8%) increase upon promotion. Language providing that faculty be given a greater increase, if necessary, to place them at the minimum salary of the rank to which they are being promoted has been deleted.

Article XXII, Appointments, Duties and Compensation for Academic Chairs

1. Section A

Faculty at rank 4 or 5 who refuse to serve as department chair shall be considered unavailable thereby allowing a faculty member at rank 3 to be appointed as acting department chair.

2. Section B

Department, division and program chairs, including those with multi-year appointments, are reappointed annually because their reappointments are subject to favorable annual review.

Please insure that appropriate individuals at your campuses are provided a copy of these implementation instructions. I want to emphasize that this memorandum does not cover all of the changes that were agreed to in negotiations and that the actual contract language should be consulted. Should you have any questions concerning these matters, please contact me.

c: Executive Administrator and Secretary of the Board of Regents David Iha
President Evan Dobelle
Vice President James Sloane
Vice President David McClain
Interim Director Sharen Tokura
Acting Director Jan Doi

Attachments
SAMPLE LETTER TO FACULTY W/ ROLLING THREE-YEAR CONTRACTS

Dear

I am writing to inform you that under the terms of the 2003-2005 Agreement Between the UHPA and the BOR/UH you are entitled to a rolling three-year appointment as a ________________ in the Department of ________________, _________ (campus) _____ at an annual salary of $______________ ($__________ monthly). Your appointment period will begin on ________________ and will be for a three-year term. Your appointment will be automatically extended so that you will always have a three-year appointment unless notice of termination is given to you prior to the end of the first year of any appointment period. Please be advised that the University reserves the right to terminate your appointment prior to its expiration upon four months notice if (1) you lack the experience or expertise to perform necessary work; (2) you perform poorly; or (3) there is lack of funding to support your position.

Sincerely,

G:\BU07 Negotiations\Sample Ltr (Faculty with Rolling Contracts).wpd
SAMPLE LETTER TO LECTURERS WITH YEAR-LONG OR MULTI-YEAR APPOINTMENTS

Dear ,

I am writing to offer you a _______ year appointment as a lecturer in the Department of ________________, __________ (campus) _________ at the Step ___ rate of $__________ per credit hour. If you accept this offer, you will be assigned ______ courses for the _______ semester and ______ courses for the _________ semester. You will be notified of future course assignments at a later date. Your appointment period will begin on _______________ and will terminate on ______________, unless extended in writing. Your pay will not be pro rated; therefore, you be placed on leave without pay in the summer and will have to write a check each month to cover your portion of medical insurance premiums. Your check should be made out to “EUTF” and mailed to EUTF, P.O. Box 2121, Honolulu, Hawai‘i 96805-2121. Please be advised that the University reserves the right to reduce the number of courses you have been assigned to teach or terminate your appointment prior to its expiration because of low enrollment or lack of funding.

Your signature below will acknowledge your acceptance of this offer under the conditions outlined above.

Sincerely,

ACCEPT:

______________________________
Date

G:\BU07 Negotiations\Sample Ltr (Lecturers).wpd
SAMPLE LETTER TO FACULTY WITH MULTI-YEAR APPOINTMENTS
AND SUPPORTED BY EXTRAMURAL RESEARCH AND TRAINING
CONTRACTS AND GRANTS

Dear

I am writing to offer you a ____________ year appointment as a _______________
______ in the Department of ___________________, ________ (campus) ________ at
an annual salary of $______________ ($________________ monthly). If you accept this
offer, your appointment period will begin on _________________ and will terminate on
___________________, unless extended in writing. Please be advised that the University
reserves the right to terminate your appointment prior to its expiration upon four months
notice if (1) you lack the experience or expertise to perform necessary work; (2) you
perform poorly; or (3) there is lack of funding to support your position.

Your signature below will acknowledge your acceptance of this offer under the
conditions outlined above.

Sincerely,

ACCEPT:

_________________________________________________
Date

G:\BU07 Negotiations\Sample Ltr (Faculty).wpd