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UNIT 08
AGREEMENT

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UNIT 08
AGREEMENT

This Agreement is entered by and between the State of Hawaii Board of Regents, University of Hawaii, hereinafter the Employer, and the Hawaii Government Employees Association, AFSCME Local 152, AFL-CIO, hereinafter the Union.

ARTICLE 1 - RECOGNITION

A. The Employer recognizes the Union as the exclusive bargaining representative for those Employees in the University, referred to as Unit 8, Personnel Other Than Faculty, as certified by the Hawaii Labor Relations Board.

B. The term "Employee" as used in this Agreement refers to Employees in the bargaining unit.

ARTICLE 2 - NON-DISCRIMINATION

The Employer and the Union agree that neither party will discriminate against any Employee because of membership or non-membership or lawful activity in the Union or on the basis of race, national origin, color, religion, age, sex, ancestry, disability, marital or parental status, sexual orientation, for being a disabled veteran, veteran of the Vietnam area, or lawful political activity, except for bona fide occupational or legal requirements. The Employer and the Union agree to comply with all applicable federal and state laws.

ARTICLE 3 - NO STRIKE OR LOCKOUT

A. The Union agrees that during the life of this Agreement the Union, its agents or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slow down, sick-out, refusal to work, picketing or strike against the Employer.

B. The Employer agrees that during the life of this Agreement, there will be no lockout.

C. Any violation of this Article by Union or the Employer shall not be subject to Article 17, Grievance Procedure, and either party may pursue such legal remedies as provided by law.

D. Disciplinary action taken against an Employee for violation of this Article shall be subject to Article 17, Grievance Procedure.

ARTICLE 4 - MAINTENANCE OF RIGHTS AND BENEFITS

Except as modified by the terms of this Agreement, Employees shall maintain all rights, and benefits provided in the applicable statutes, written rules, regulations, and policies of the Board of Regents existing at the time of the execution of this Agreement, but excluding matters which are not negotiable under Chapter 89, HRS.

ARTICLE 5 - PERSONNEL POLICY CHANGES

A. All matters affecting Employee relations, including those that are, or may be, the subject of a regulation promulgated by the Employer are subject to consultation with the Union. The Employer shall consult with the Union prior to effecting changes in any major policy affecting Employee relations.

B. No changes in wages, hours or other conditions of work contained herein may be made except by mutual consent.

ARTICLE 6 - UNION SECURITY

A. The Employer shall maintain a list of Union members in this bargaining unit who have payroll assignment forms on file with the Employer. This list will be made available to the Union by request and contain information listing the names of Union members, unit Employees, and total Union deductions made without cost to the Union on a form supplied by the Employer.

B. The Employer shall also maintain a list of Employees from whom service fees are deducted from wages to defray the cost for services rendered by the Union in the negotiation and administration of this Agreement; such list will be made available to the Union without cost and on a form supplied by the Employer.

C. The Employer shall maintain and update the above listings and notify the Union of any changes.

D. Union dues, initiation fees, service fees, and other Employer authorized deductions shall be collected twice a month and transmitted to the Union not later than the 15th day of the following month by check drawn to the order of the Union. Upon the issue of such check and transmission of same to the Union, all responsibility on the part of the Employer shall cease with respect to any amount so deducted. The Employer shall not be bound in any manner to see to the application of the proceeds of any such check, nor to investigate the authority of any designated officer of said Union to sign any request, to accept any such check, or to collect the same. The Union hereby undertakes to indemnify and hold blameless the Employer from any claim that may be made upon it for or on account of any such deduction from the wages of any Employee.

E. Scattergrams reflecting Employee distribution on the salary schedule as of July 15 of each year shall be provided to the Union by each jurisdiction.

ARTICLE 7 - UNION REPRESENTATION RIGHTS

A. The Union may call four (4) meetings per year of all Employees in each department during working hours for informational and educational purposes, including the interpretation, application, and administration of this Agreement. The year for this purpose shall begin with the effective date of this Agreement. The Employees may be divided into groups of convenient size and one (1) meeting held for each group so that all Employees will have an opportunity to attend each of said four (4) meetings. The meetings shall last no longer than two (2) hours. The Union may use the Employer's conference rooms and similar building facilities for such meetings. The Union will notify the Employer in writing of the time and place of the meetings at least ten (10) days before they are held, provided, however, that the hours during which the meetings are held shall be mutually acceptable. In addition to the foregoing meetings, additional meetings may be held by agreement of the Employer and the Union.

B. The Union shall be provided adequate space on bulletin boards for posting of usual and customary Union notices.

C. Full-time Union representatives shall be permitted to visit and confer with Employees at their work sites regarding complaints and grievances and to assure that the Agreement is being properly administered in their work areas, during working hours without loss of pay or benefits. The Union representative will notify the appropriate supervisor upon arrival at the work site. While on the Employer's premises or work site, the representative will not interfere with normal operations.

D. The Union shall appoint a sufficient number of unit representatives from among the Employees whose function shall be to investigate complaints, handle grievances, and assure that the Agreement is being properly administered in their work areas, during working hours without loss of pay or benefits. The Employer assures privacy to the unit representative and the Employee while discussing the Employee's grievance.

E. Representatives of the Union shall be permitted to attend orientation meetings held by the Employer during working hours for new Employees, and shall be allowed up to thirty (30) minutes to address the Employees at the conclusion of the meeting. In the absence of a scheduled orientation meeting, representatives of the Union shall be permitted a reasonable time during working hours to meet with the new Employees for the purpose of explaining their rights and benefits under the collective bargaining law.

F. The Union shall provide the Employer with a list of duly certified officers, representatives, and unit representatives and maintain its currency.

G. Employees may be permitted to use the Employer's conference rooms or other similar facilities for meetings during non-working hours.

H. The term "unit representatives" as used in this Agreement shall refer to Union stewards.

ARTICLE 8 - LEAVE OF ABSENCE FOR UNION BUSINESS

A. Any Employee elected or appointed to an office in the Union will, if such office requires the Employee's 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 Employer for a period not to exceed twelve (12) months, for a total leave not to exceed two (2) years.

B. Any Employee elected or appointed to attend a Union convention or conference may be given a leave of absence without pay or vacation leave for the duration of the convention or conference including reasonable travel time.

C. Unless otherwise provided by law, no Employee on leave of absence without pay shall be entitled to accrue or accumulate vacation allowance, sick leave, or other rights and benefits for the term of the Employee's leave.

ARTICLE 9 - EMPLOYMENT SECURITY

A. All Employees shall serve a probationary period until obtaining employment security as indicated below. Employees with employment security shall not be suspended, demoted or discharged without proper cause provided, however, that the foregoing is not intended to interfere with the right of the Employer to relieve Employees from duties because of lack of work or other legitimate reasons.

B. Employees shall serve a probationary period of three (3) years of continuous creditable service. These Employees may be terminated without a statement of reasons at any time during the probationary period by the Employer upon thirty (30) days' notice or by non-renewal of their appointment. Employees so terminated have no reemployment rights as defined under Article 10, Employment Rights. An Employee who satisfactorily completes the probationary period shall be given employment security.

C. All Employees who have completed three (3) years of continuous creditable service shall have reemployment rights under Article 10, Employment Rights.

D. Continuous creditable service shall mean active Administrative, Professional & Technical (APT) service and not include periods of leave without pay. Leaves without pay shall not constitute a break in service.

ARTICLE 10 - EMPLOYMENT RIGHTS

A. Employees who have reemployment rights and who are being relieved or terminated because of lack of work or other legitimate reasons may exercise the rights outlined below.

B. Employees who are discharged for proper cause which discharge is upheld or not contested or who resign their positions shall not be eligible to exercise any employment rights outlined in this Article.

C. Employees who have reemployment rights and (1) have an appointment with a specified ending date or (2) are notified of impending termination shall upon request be provided information on vacancies which occur during the 60-day period prior to the end of their appointment period. These Employees must each provide the University Personnel Office with a current resume. The Personnel Office, in consultation with each Employee, will make a determination as to the Employee's qualification for preferential selection under paragraph E below.

D. Employees relieved or terminated under paragraph A above will have priority for reappointment for a period of eighteen (18) months upon application for any specific vacancy for which they are qualified. If an Employee declines an offer for reemployment in a position for which the Employee applies, the Employee forfeits any further reemployment rights.

E. When filling vacancies, the following procedures shall apply:

1. Notices for filling of vacancies shall be given to the Union and publicized in campus and system-wide news bulletins at least fifteen (15) working days prior to the closing date for receipt of applications. If the Employer does not give notice to the Union or publicize in the bulletins for the specified number of days as provided in this Article, the Employee or former Employee with reemployment rights shall be entitled to submit late applications.

2. The announcements shall contain the following minimum information:

a. Class, title, description, pay range (starting salary) and location of the vacancy.

b. Manner of making application.

c. Closing date and place for applying.

d. Minimum qualifications.

e. Other information deemed necessary and desirable by the Employer.

3. Preference shall be given to Employees from within the bargaining unit who are being relieved or terminated because of lack of work or other legitimate reasons and have reemployment rights as outlined in Article 9, Employment Security, who meet the minimum qualifications of the position, for a vacancy in the same or lower pay range as the position from which the Employee is being relieved or terminated.

4. If no applicant in the foregoing category (sub-paragraph 3) meets the minimum qualifications of the vacancy, the Employer shall then consider Employees from within the bargaining unit, who have been relieved or terminated because of lack of work or other legitimate reasons and have reemployment rights as outlined in Article 9, Employment Security, who meet the minimum qualifications as set forth in sub-paragraph 2, above, for a vacancy in the same or lower pay range as the position from which the Employee was relieved or terminated.

5. If more than one applicant from the foregoing category in sub-paragraph 4 above meet the minimum qualifications of the vacancy, the applicant judged by the Employer to be most suitable for filling the vacancy shall be appointed.

6. If no applicant in the foregoing category (sub-paragraph 4) meets the minimum qualifications of the vacancy, the Employer shall then consider other applicants from within the bargaining unit. For the duration of this contract period up to June 30, 1999, if there are two (2) or less qualified applicants from within the bargaining unit, the applicant pool may be supplemented with qualified applicants from outside the bargaining unit. In situations where outside applicants supplement the applicant pool, the Employer shall interview all qualified Bargaining Unit 08 applicants and select from among all qualified applicants interviewed.

7. If no applicant in the foregoing categories (sub-paragraph 3, 4 and 6) meets the minimum qualifications of the vacancy, the Employer may then consider other applications from outside the bargaining unit.

8. If no applicant in sub-paragraph 3, 4, 6 and 7 meets the minimum qualifications of the vacancy, the Employer may readvertise the vacancy consistent with paragraph E.

F. An Employee who is employed or reemployed in a new position, in accordance with this Article, shall be on probationary status for six (6) months, which may be extended an additional six (6) months by the Employer. A reemployed Employee shall not forfeit the original reemployment rights if separated during the Employee's probationary period, unless dismissed for cause.

G. The provisions in this Article are not intended to contravene or conflict with any provisions in any extramural contract or grant, nor is it intended to avoid the provision of Section 89-20, HRS.

H. The Employer shall provide the Union after the end of each calendar quarter a list of former Employees who were terminated and have reemployment rights. The list shall contain the name, job classification and date of termination.

ARTICLE 11 - LAYOFFS

A. The term "layoff" as used in this Article shall mean a termination due to lack of funds or work, of an Employee whose salary is paid from the general revenues of the State of Hawaii or from funds deemed by the University to be assured for an indefinite period of time. It shall not apply to termination at the end of an appointment period for personnel in temporary positions or those positions paid from extramural funds.

B. Only Employees with employment security shall be entitled to the layoff procedure under this Article.

C. When there is an impending layoff, the Employer shall consult with the Union on its plans for the layoff and notify the affected Employee(s) in writing as soon as possible but not later than ninety (90) calendar days before the impending layoff is to take place.

D. The following procedures shall be followed to effectuate the layoff:

1. In the event an Employee must be laid off, seniority points based on months of creditable service in the APT system shall be used. One point shall be computed for each month of full-time equivalent service.

a. APT service at one-half time or more prior to March 21, 1973 is creditable.

b. Bargaining unit service subsequent to March 20, 1973 is creditable.

c. Only that service in a and b above which occurred during a period of continuous University service immediately prior to the layoff is creditable.

d. Periods of leaves without pay or non-bargaining unit service or non-APT service are not creditable.

2. In determining placement to a vacant position under paragraph 4 below, or a position from which the Employee is to be displaced, under paragraph 6 below, the Employee must meet the minimum qualifications of the positions being considered.

3. The Employee must be a member of the bargaining unit.

4. The Employee shall be referred for placement in a vacant position on the basis of the Employee's designation of the geographic location(s) where the Employee is willing to be placed and the minimum pay range the Employee will accept. Such designation shall be binding on the Employee. Referrals shall be to positions which are funded from the general revenues of the State of Hawaii or from funds deemed by the University to be assured for an indefinite period of time and full particulars of the position shall be disclosed to the Employee. Employees referred to vacant positions under this Article shall have priority over the filling of vacancies under Article 10, Employment Rights.

5. The Employee shall be entitled to three (3) offers for placement in a vacant position, which is in accordance with the terms as specified in 4 above. If however, the Employee should decline to accept the first offer of employment, the Employee shall have no rights under paragraph 6 below.

6. In the event there is no vacant position available in accordance with paragraph 4 above, an Employee shall have rights to positions held by members of the bargaining unit which are funded from the general revenues of the State of Hawaii or from funds deemed by the University to be assured for an indefinite period of time in the following order:

a. To a position in the same or related class occupied by a probationary Employee at the same or lower pay range in descending order. If more than one probationary Employee at any level is subject to displacement, the one with the least seniority points shall be displaced.

b. To a position in the same or related class occupied by an Employee with the least seniority points at the same or lower pay range in descending order.

7. When an Employee cannot be placed in another position or refuses to accept a position offered under D.5 of this Article, the Employee will be terminated subject to the conditions of Article 10, Employment Rights.

E. Waiver of Displacement Rights. Employees who are affected by the layoff may waive their bumping rights, in writing, to the Employer, thereby limiting their placement to vacant positions.

F. An Employee who is placed in a position at a lower range under paragraph D above, shall maintain the existing classification and pay range and all rights and benefits which would have accrued in the position from which the Employee is laid off.

ARTICLE 12 - RETURN RIGHTS TO APT POSITIONS

A. The following provisions shall apply whenever an Employee who has "employment security" in accordance with Article 9 terminates from an executive/managerial position within the University system:

1. If the termination other than for cause occurs within three (3) years, the Employee shall return to the Employee's former APT position at a salary equal to that which the Employee would have received had the Employee not assumed the executive/managerial position, provided, however, that if the position is filled by an Employee who has earned employment security, the Employer shall place the former Employee in a suitable vacant APT position at the same or lower pay range for which the former Employee qualifies at a salary equal to that which the former Employee would have received had the former Employee not assumed the executive/managerial position. Upon such return to the APT position the former Employee shall be reinstated with the rights and benefits contained in this Agreement.

2. The Employer may assign a former APT Employee, who had earned "employment security" and had served more than three (3) years in an executive/managerial position to a vacant APT position for which the former Employee qualifies that is at the same or lower pay range as the APT position the former Employee last held at a salary equal to that which the former Employee would have received had the former Employee not assumed the executive/managerial position.

B. The former Employee shall exercise the right to return to an APT position within three (3) years. After the three-year period, the former Employee forfeits the right to return contained in this Article.

C. Pending declaration by the former Employee within the three-year period whether or not to remain in the executive/managerial position, the vacated APT position as well as any other affected APT positions may be filled by an interim appointment, the provisions of Article 10, paragraph E notwithstanding.

D. If the former Employee does not return to the APT position within the three-year period, all interim appointments may be converted to regular appointments by the Employer.

ARTICLE 13 - SAFETY AND HEALTH

A. Safety and Health Requirements. The Employer shall conform to and comply with applicable regulations requiring safe, healthy, and sanitary working conditions prescribed by the Department of Health, Department of Labor, or any other governmental body. In addition, the Employer shall ensure compliance with the applicable provisions of the Hawaii Occupational Safety and Health Law, Act 57, SLH 1972. The Employer shall provide, among other things:

1. When feasible in the renovation or construction of government buildings, the Employer shall endeavor to include in the specifications, provisions to provide, but not limited to the following: air conditioning; cold water fountains; restrooms for Employees separate from public restrooms; areas for meals.

2. When adequate lighting is essential to the performance of a specific function, the Employer shall provide necessary lighting equipment.

B. Protective Clothing and Safety Equipment and Tools.

1. Whenever the Employer requires that Employees wear protective clothing or use safety equipment and tools, the Employer shall provide and replace such items.

2. When an Employee performs work requiring the use of protective clothing and the Employee's garment is damaged because the protective clothing is inadequate, the Employer shall be responsible for reimbursing the reasonable value of the garment. The reasonable value shall be mutually agreed upon by the department head or designee and the affected Employee. Whenever such damage occurs, it shall be reported immediately to the supervisor.

C. Working Conditions.

1. Toilet facilities will be provided.

2. Clean, cool, potable drinking water shall be made accessible.

3. All office and work areas shall be provided with natural or mechanical systems of ventilation.

D. The Employer shall endeavor to provide security and protection for public Employees in offices where there have been experiences of frequent threats or violence.

ARTICLE 14 - PERSONAL RIGHTS AND REPRESENTATION

A. Upon the request of the Union, existing dress and personal appearance codes shall be reviewed by the Employer or the designee and Union. The Employer or the designee shall consult with the Union before establishing new dress and personal appearance codes.

B. Both parties agree that Employees shall not use their business addresses (place of employment) to receive personal mail; provided, however, if personal mail is sent to Employees' business addresses without their knowledge or consent, the Employer shall endeavor to forward such personal mail unopened.

C. The Employer shall provide Employees with supplies and equipment, which are required in the performance of the Employee's official duties. Except in the case of negligence on the part of the Employee, when such equipment is stolen, lost, damaged and/or worn out it shall be repaired or replaced by the Employer.

D. The Employer shall provide legal counsel for an Employee upon request when:

1. The Employee is sued for actions taken by the Employee in the course of the Employee's employment and within the scope of the Employee's duties and responsibilities.

2. The Employee must appear as a defendant or is subpoenaed to appear in court when sued for actions taken in the course of employment and within the scope of the Employee's duties and responsibilities.

3. The Employee must appear as a witness or is subpoenaed to appear in court on a matter arising in the course of employment and within the scope of the Employee's duties and responsibilities.

4. The Employee is required to give deposition or answer interrogatories on a matter arising in the course of employment and within the scope of the Employee's duties and responsibilities.

In addition, the Employee's required presence in any of the foregoing situations shall be considered work time.

E. When grievances are filed against Employees of this unit for actions taken by them in the course of their employment and within the scope of their supervisory and/or managerial duties and responsibilities, the Employer shall provide them with necessary staff support and representation. When such assistance is requested by the Employee and the Employer fails to furnish such assistance, the Employee will not be penalized for any improper action taken.

F. The Employer shall provide Employees with advice and assistance in the interpretation and administration of collective bargaining contracts or agreements covering their subordinates. Whenever Employees perform or carry out their assigned supervisory and/or managerial duties and responsibilities, based on such advice and assistance, the Employer agrees to provide full support to the Employees should conflict or grievances arise.

G. The Employee shall have the right to refuse for good cause to work overtime, to accept temporary assignment, and to perform any work not representative of the Employee's class.

H. If a judgment or court approved settlement is made against an Employee in a civil suit for actions taken by the Employee in the course of the Employee's employment and within the scope of the Employee's duties and responsibilities, the Employer agrees to do no more than submit to the Legislature or the County Council any judgment (or court approved settlement) against the Employee, with the Employer retaining the discretion of recommending or not recommending legislative approval.

I. The Employer shall not change the fund source nor reduce the FTE of a filled position funded from the general revenues of the State of Hawaii or from funds deemed by the University to be assured for an indefinite period of time without prior consultation with the Union. The Employee shall retain return rights back to the original fund source and FTE should such change be made.

J. The Employer shall provide access to the Employer's personnel policies and procedures to Employees.

K. Bill of Rights

1. No Employee shall be required to sign a statement of complaint filed against the Employee.

2. If the Employer pursues an investigation based on a complaint, the Employee shall be informed of the complaint, and shall be afforded an opportunity to respond to the complaint, and to furnish evidence in support of the Employee's case. The Employee shall have the right to be represented by the Union in presenting the Employee's case.

3. If the complaint filed against the Employee results in disciplinary action, and the Union or Employee believes that the action taken is improper or unjust, the Union or the Employee shall have the right to process a grievance pursuant to Article 17, Grievance Procedure.

ARTICLE 15 - PERSONNEL FILE

A. The Employee shall, upon request and by appointment, be permitted to examine their personnel files. The Employee shall be given a copy of any material if it is to be used in connection with a grievance or personnel hearing.

B. No derogatory material shall be placed in the personnel file unless the Employee has had an opportunity to read the material and an opportunity to sign it indicating the Employee had read the material. The Employee shall also be given an opportunity to attach explanatory remarks.

C. All derogatory material in an Employee's file shall be destroyed after two (2) years, unless the Employer makes a determination of the current relevancy of such material. If the Employee or the Union, upon consent of the Employee, disputes the relevancy to such material, the Employer shall attach the reasons for relevancy to such material in writing.

If the Employer determines that the material is relevant currently, it may remain in the file for another year and again reviewed, in the same manner.

D. All derogatory material shall be destroyed after five (5) years.

E. The employment history record shall not be destroyed.

F. The Employer may maintain more than one personnel file; however, one of these files shall include, but not be limited to, an Employee's personnel transaction records, derogatory materials, commendatory materials and performance evaluations. The Employer shall designate and inform the Union of the location of the file.

ARTICLE 16 - DISCIPLINE

A. Employee shall not be suspended, demoted or discharged during the terms of their appointments without proper cause. Notice of disciplinary action taken against any Employee shall be in writing and confidential. Grievances concerning disciplinary action shall be handled in accordance with the provisions of Article 17, Grievance Procedure.

ARTICLE 17 - GRIEVANCE PROCEDURE

A. Any complaint by an Employee or the Union concerning the application and interpretation of this Agreement shall be subject to the grievance procedure. Any relevant information specifically identified by the grievant or the Union in the possession of the Employer needed by the grievant or the Union to investigate or process a grievance, shall be provided to them upon request within seven (7) working days. The

grievance shall be presented to the appropriate supervisor within twenty (20) working days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) working days after the alleged violation first became known or should have become known to the Employee involved, except that in the case of an alleged payroll computational error, such allegation shall be presented to the President or the designee in writing within twenty (20) working days after the alleged error is discovered by the Employee or the grievance may not be considered.

B. An individual Employee may present a grievance to the Employee's immediate supervisor and the grievance heard without intervention of the Union, provided the Union has been afforded an opportunity to be present at the conference(s) on the grievance. Any adjustment made shall not be inconsistent with the terms of this Agreement. By mutual consent of the Union and the Employer, any time limits within each step may be extended.

C. Informal Step. A grievance shall, whenever possible, be discussed informally between the Employee and immediate supervisor within the twenty (20) working day limitation provided for in paragraph "A" above. The grievant may be assisted by the grievant's Union representative. If the immediate supervisor does not reply by seven (7) working days, the Employee or the Union may pursue the grievance to the next step.

D. Step 1. If the grievant is not satisfied with the result of the informal conference, the grievant or the Union may submit a written statement of the grievance within seven (7) working days after receiving the answers to the informal complaint to (a) the Dean in the case of the University of Hawaii at Manoa (UHM) and University of Hawaii at Hilo (UHH); (b) Provost in the case of the Community Colleges; or (c) such directors as may be designated by the Chancellors with respect to other administrative or program units (hereinafter "division head"); or if the immediate supervisor does not reply to the informal complaint within seven (7) working days, the Employee or the Union may submit a written statement of the grievance to the division head or the designee within fourteen (14) working days from the initial submission of the informal complaint; or if the grievance was not discussed informally between the Employee and the immediate supervisor, the Employee or the Union may submit a written statement of the grievance to the division head or the designee within the twenty (20) working day limitation provided for in paragraph "A" above.

A meeting shall be held between the grievant and a Union representative with the division head or the designee seven (7) working days after the written grievance is received. Either side may present witnesses. The division head or the designee shall submit a written answer to the grievant or the Union within seven (7) working days after the meeting.

E. Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievant or the Union may appeal the grievance in writing to the Chancellor, or appropriate Vice

President, successor in office, or the designee (hereinafter "department head") within seven (7) working days after receiving the written answer. The department head or the designee need not consider any grievance in Step 2 which encompasses different alleged violations or charges than those presented in Step 1. A meeting to discuss the grievance shall be held within seven (7) working days after the receipt of the appeal. The department head or the designee shall reply in writing to the grievant or the Union within seven (7) working days after the meeting.

F. If the Union has a class grievance involving Employees within a college, administrative or program unit, it may submit the grievance in writing to the division head or the designee. Time limits shall be the same as in individual grievances and the procedures for appeal from unsatisfactory answers shall be the same as in Step 1.

If the Union has a class grievance involving Employees from more than one college, administrative or program unit, it may submit the grievance in writing to the department head. Time limits shall be the same as in individual grievances and the procedures for appeal from unsatisfactory answers shall be the same as in Step 2.

G. Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievant or the Union may appeal the grievance in writing to the President or the designee (hereinafter "Employer") within seven (7) working days after the receipt of the answer at Step 2. Within seven (7) working days after receipt of the appeal, the Employer and the Union shall meet in an attempt to resolve the grievance. The Employer or the designee need not consider any grievance in Step 3 which encompasses a different alleged violation or charge the presented in Step 2. The Employer or the designee shall reply in writing to the Union within seven (7) working days after the meeting.

H. Step 4. Arbitration. If the grievance is not resolved at Step 3 and the Union desires to proceed with arbitration, it shall serve written notice on the Employer or the Employer's representative of its desire to arbitrate within ten (10) working days after receipt of the Employer's decision at Step 3. Representatives of the parties shall attempt to select an Arbitrator immediately thereafter. If agreement on an Arbitrator is not reached within ten (10) working days after the notice of arbitration is submitted, either party may request the Hawaii Labor Relations and 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.

If the Employer disputes the arbitrability of any grievance, the Arbitrator shall first determine whether the Arbitrator has jurisdiction to act; and if the question of jurisdiction is not satisfactorily resolved, the grievance shall be referred back to the parties without decision or recommendation on its merits.

The Arbitrator shall render the award in writing, no later than thirty (30) calendar days after the conclusion of the hearings or if oral hearings are waived then thirty (30) calendar days from the date statements and proofs were submitted to the Arbitrator. The decision of the Arbitrator shall be final and binding upon the Union, its members, the Employees involved in the grievance, and the Employer. 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.

2. The Arbitrator's power shall be limited to deciding whether the Employer has violated any of the terms of this Agreement.

3. The Arbitrator shall not consider any alleged violations or charges other than those presented at Step 3.

4. In any case of suspension or discharge where the Arbitrator finds such suspension or discharge was improper, the Arbitrator may set aside, reduce or modify the action taken by the Employer. If the penalty is set aside, reduced or otherwise changed, the Arbitrator may award back pay to compensate the Employee, wholly, or partially, for any wages lost because of the penalty.

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

ARTICLE 18 - TEMPORARY ASSIGNMENT

A. Employees may be temporarily assigned to fill a position at a higher pay range than their own on an "acting basis".

B. When it is expedient to assign an Employee to fill a higher pay range position than the Employee's own on an "acting basis", e.g., an Administrative Officer III temporarily detailed to assume the duties of a vacant Administrative Officer VI position, a temporary salary adjustment in the form of a stipend will be awarded subject to the following conditions:

1. For the duration of the assignment to a higher pay range position and provided, that the individual is not filling a "deputy" or "assistant" position before such assignment which inherently requires the assumption of the higher level position during the absence of the incumbent, the temporarily assigned employee shall receive a stipend which will be effective the first whole day of such temporary assignment and for each whole day thereafter.

2. Upon completion of the temporary assignment, the stipend will be terminated.

3. In no case will the amount of the stipend be less than the amounts indicated below:

The stipend amount shall be the following:

for Employees in pay ranges 1 to 5	$8.08 per day
for Employees in pay ranges 6 to 10	$9.23 per day
for Employees in pay ranges above 10	$10.38 per day

providing that the above amounts may be increased if the Employee is detailed to a higher pay range position that is more than three (3) pay ranges or the equivalent of three (3) pay ranges higher than the Employee's own, up to $1.38 per day for each pay range or its equivalent in excess of three (3) pay ranges or their equivalent.

4. The temporary assignment must be made by and approved by the Employer's authorized designee.

C. The amendments to this Article shall be effective beginning June 1, 1997.

ARTICLE 19 - OVERTIME

A. This Article does not apply to nine (9) month personnel.

B. Whenever an Employee in pay ranges one (1) through ten (10) works upon proper written authority in excess of forty (40) straight time hours per work week, the Employee shall have the option of cash payment or compensatory time off at the rate of one and one-half (1 1/2) hours for each such excess hour worked. If the Employee elects in writing to take compensatory time off in lieu of cash payment, it shall be taken at a time mutually agreed upon. Overtime shall not be allowed for an Employee working on an overload basis. Any official leave with pay or compensatory time which has been actually taken by an Employee shall be included in computing whether an Employee has worked in excess of forty (40) hours in a week.

C. Employees at pay ranges eleven (11) to seventeen (17) may be compensated in the form of (a) a stipend or (b) be given compensatory time off at the one and one-half (1 1/2) time rate for overtime work as defined in B above. The alternative (a) or (b) selected will be by mutual understanding between the unit head and the Employee at the time the overtime work is authorized and directed. When the stipend alternative is authorized it will be the following:

for Employees in pay ranges 11 and 12	$200
for Employees in pay ranges 13 and 14	$225

for Employees in pay ranges 15 to 17 $250

In addition, the following conditions shall apply to the award of stipends:

1. The Employee is required to work extra hours due to circumstances beyond the control of the Employer, and,

2. The conditions are expected to last at least thirty (30) days, and,

3. A request from the program head in advance for the award of the stipend must be in writing specifying the reasons for the stipend, the period to be covered and the recommended amount.

4. The University President or the designee has authority to approve stipends under this Article.

D. Cash payment for authorized overtime work, including stipends, shall be made within thirty (30) days (approximately two (2) pay periods) from the date the Employee submits the appropriate Employer form for overtime payment.

ARTICLE 20 - NIGHT DIFFERENTIAL

A. Whenever an Employee's scheduled straight-time hours, including holiday work, fall between the hours of six (6:00) p.m. and six (6:00) a.m., the Employee shall be paid, in addition to the Employee's basic compensation, the amount of sixty-five cents ($.65) per hour for each hour of actual work performed during such six (6:00) p.m. to six (6:00) a.m. hours; provided, however, if one-half (1/2) or more of the Employee's scheduled straight-time hours fall between six (6:00) p.m. and six (6:00) a.m., the Employee shall be paid, in addition to the Employee's basic compensation, the amount of sixty-five cents ($.65) per hour for each straight-time hour actually worked.

B. Whenever an Employee's overtime hours fall between the hours of six (6:00) p.m. and six (6:00) a.m., the Employee shall be paid the night differential for each hour of actual overtime work performed during such six (6:00) p.m. to six (6:00) a.m. hours.

C. The differential plus the basic compensation shall be used in determining the cash payment for overtime work performed pursuant to the provisions of paragraph A or B above.

D. For the purpose of granting differential for work performed for a portion of an hour, the differential shall be thirty-two cents ($.32) for work of one-half (1/2) hour or less, and sixty-five cents ($.65) for work of more than one-half (1/2) hour.

ARTICLE 21 - MEALS

A. When Employees covered by paragraph B of Article 19, Overtime, are required to work outside of their normal workday, the Employer shall either furnish them with meals or compensate them for meals at the rate of four dollars and twenty-five cents ($4.25) for breakfast, four dollars and seventy-five cents ($4.75) for lunch and six dollars ($6.00) for dinner under the following situations:

1. Post-Shift Work

Employees who perform work after their normal workday, shall be furnished or compensated for a meal after the first two (2) hours of actual work performed and after intervals of five (5) hours following the first meal.

2. Two or More Hours of Pre-Shift Work

When Employees are called to perform two (2) or more hours of pre-shift work and are required to work continuously into their normal workday, they shall be entitled to meals for the period of the pre-shift work as well as their normal workday. Employees shall be furnished or compensated for a meal upon completion of two (2) hours of work and at intervals of five (5) hours of continuous work performed following the first meal.

3. Less Than Two Hours of Pre-Shift Work

When Employees are required to work less than two (2) hours of pre-shift with less than twenty-four (24) hours prior notice and work continuously into the Employees' normal workday, they shall be furnished or compensated for a meal at the start of their normal workday and at their normal meal period during the workday.

4. Work During Off-Duty Hours, Scheduled Day Off or Holiday

a. Less Than 24 Hours Prior Notice

When Employees are required to work during their off-duty hours (not post-shift or pre-shift), on a scheduled day off or a holiday with less than twenty-four (24) hours prior notice, they shall be furnished or compensated for meal upon completion of two (2) hours of work and at intervals of five (5) hours of continuous work performed following the first meal.

b. 24 Hours or More Prior Notice

When Employees are required to work during their off-duty hours (not post-shift or pre-shift), on a scheduled day off or a holiday with at least twenty-four (24) hours prior notice, they shall be furnished or compensated for a meal upon completion of ten (10) hours of such work and at intervals of five (5) hours of work performed following the first meal.

5. Work While on Standby

When Employees render service in response to a call to work standby they shall be furnished or compensated for a meal upon completion of two (2) hours of work at intervals of five (5) hours of continuous work performed following the first meal.

B. For purposes of meal compensation, the following shall apply:

1. Breakfast shall mean any meal allowed an Employee from 3:00 a.m. to 9:00 a.m.

2. Lunch shall mean any meal allowed an Employee after 9:00 a.m. to 3:00 p.m.

3. Dinner shall mean any meal allowed an Employee after 3:00 p.m. but before 3:00 a.m.

C. The Employer shall compensate Employees for meals within thirty (30) days (approximately two pay periods) from the date on which the claim for compensation is filed with the respective disbursing officer.

D. The term "post-shift" is defined as that period of time immediately following a workday.

The term "pre-shift" is defined as that period of time immediately preceding a workday.

ARTICLE 22 - OVERLOAD

Employees shall be allowed to teach classes, conduct special studies, and other tasks not related to their normal duties on an overload outside their normal working hours. Overload activities are secondary to the duties and responsibilities, which must be performed by Employees during their normal working hours. Overload activities for Employees in the Administrative, Professional, and Technical Classification shall be governed by the appropriate guidelines including the following:

1. Overload payment is authorized for teaching classes;

a. outside the Employee's normal working hours, or

b. may be allowed during an Employee's normal working hours, provided the Employee's immediate supervisor allows an adjustment of the Employee's normal work hours so as to permit the Employee to perform the

overload teaching during normal working hours and the affected portion of the normal duties during off-duty hours.

2. Overload is authorized for research paid from grants, contracts or University-sponsored research during the summer months (for personnel on the nine-month salary schedule) or during authorized annual leave periods (for personnel on the eleven-month salary schedule). However, one may not simultaneously teach and work full-time on a grant or contract.

3. Overload normally is not authorized for extra work in the position to which an individual is appointed.

4. The maximum allowable overload for teaching shall be on a credit-hour basis at the same rate established for equivalent faculty ranks or at the established hourly rate for non-credit courses. Overload teaching may not be for courses construed as part of the Employee's regularly assigned duties, and it must be approved by the appropriate Chancellor.

a. Full-time appointees on the eleven-month accumulative leave scale may teach a maximum of twelve (12) credit hours per year, not to exceed one (1) course at any one time.

b. Full-time appointees on the nine-month scale, who do not accumulate vacation, may teach a maximum of twelve (12) credit hours per year not to exceed one (1) course at any one time.

5. The maximum allowable annual overload for research or other non-teaching services for the two (2) categories of appointees noted in paragraph 4 are:

a. Eleven-month appointees may use their earned vacation to work in another capacity for the University. The maximum monthly overload compensation rate for these individuals shall be computed on the basis of one-twelfth (1/12) of their current annual salary.

b. Nine-month appointees may earn up to 2.5/9 of their current annual salary for doing research or contract work during summer months.

6. An Employee who is performing on an overload basis and such overload interferes with the Employee's primary duties and responsibilities, shall make an appropriate adjustment to the overload activities to accommodate the primary duties and responsibilities, subject to the approval of the immediate supervisor.

ARTICLE 23 - TEMPORARY HAZARD PAY

A. Award and Approval. Upon recommendation of the appropriate administrator or upon request by the Union, the President or the designee, in consultation with the Union, shall grant hazard pay to Employees who are temporarily exposed to unusually hazardous working conditions and where the following conditions are met:

1. The exposure to unusually hazardous working conditions is temporary;

2. The degree of hazard is "Most Severe" or "Severe"; and

3. The unusually hazardous working conditions have not been considered in the assignment of the class to a pay range.

B. Hazard Pay Differentials. Hazard pay differentials shall be based on the minimum step of the Employee's salary range and shall be prorated as follows:

1. Most Severe--twenty-five percent (25%)

a. Exposure likely to result in serious incapacitation, long period of time lost, or possible loss of life.

b. Accidents occur frequently in spite of reasonable safety precautions.

c. Frequent exposure to hazard where failure to exercise extreme care and judgment might cause an accident, which would result in total disability or fatality.

2. Severe-fifteen percent (15%)

a. Frequent injuries likely but serious accidents rare.

b. Exposure leads to possible eye injuries, loss of fingers, or serious burns.

c. Might cause incapacitation.

d. Moderate periods of compensable lost time result.

3. Any disagreement on the granting of Temporary Hazard Pay or the differential granted shall be subject to the grievance procedure and in accordance with step 3 of Article 17, Grievance Procedure.

C. Computing Hazard Pay. The basic unit for computing such payments shall be the hour provided that:

1. A fraction of an hour shall be considered an hour;

2. A half day's pay at hazard rates shall be allowed for one (1) or more but less than four (4) hours of hazard work per day;

3. A full day's pay at hazard rates shall be allowed four (4) or more hours of hazard work per day; and

4. This pay is in addition to any other rate that may apply to the job.

D. Duration of Hazard Pay Award. Such hazard pay award shall remain in effect for a period not to exceed six (6) months but may be renewed by the President or the designee upon showing by the supervisor that the working conditions and duties remain the same.

E. Forms, and Other Requirements. Recommendations for hazard pay differentials shall be submitted on such forms and such manner as the Employer may require.

ARTICLE 24 - COMPENSATION ADJUSTMENTS

Special Compensation Adjustments

The Union hereby agrees that the Employer may grant special compensation adjustments in accordance with procedures jointly developed by the parties and approved by the President and incorporated in the BOR Administrative Procedures A9.210 Attachment C.

ARTICLE 25 - PATENTS AND COPYRIGHTS

An Employee may be entitled to royalties from patents and copyrights in accordance with the University of Hawaii Patent and Copyright Policy, adopted by the Board of Regents on August 14, 1968, and approved by the Governor of the State of Hawaii on November 12, 1968.

ARTICLE 26 - DEVELOPMENT OPPORTUNITIES

A. Employees, their spouses or domestic partners, who register for credit course are exempted from the payment of tuition subject to the following provisions:

1. The Employee must be employed on a half-time basis or more;

2. Each academic semester not more than six (6) credits may be carried exempt from tuition;

3. The Employee's normal University duties shall be carried out as usual;

4. The Employees, their spouses or domestic partners may enroll only after the regular students have had an opportunity to register; and

5. The Employee's, spouse's or domestic partner's enrollment shall place no undue or unusual burden on the instructor in the course.

B. 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 credits or non-credit courses, except with special permission of the appropriate Dean.

ARTICLE 27 - PROFESSIONAL IMPROVEMENT LEAVE

A. For the purpose of improving professional services, the Employer shall encourage Employees to apply for and may grant professional improvement leaves of absence under conditions set forth in this Article.

B. An Employee who has served six (6) continuous years with the University shall qualify for such leave of absence. Such leave shall be for a period not to exceed one (1) year and should not be granted again to the same Employee until the Employee has served an additional period of six (6) continuous years with the University.

C. The Employer shall consider at least the following matters in reviewing a request for such leave.

1. The purpose of the leave is mutually beneficial to the Employee and the Employer;

2. The nature, length, and pertinency of professional educational course work, research, or other professional activity which the Employee plans to undertake during such leave are consistent with the needs of the University;

3. The Employee's absence will not adversely affect the operations of the unit and the University; and

4. The Employee's work performance record and seniority (continuous length of service with the University).

D. In the event a request for such leave is denied, the Employee may request and, the Employee and the Union shall be provided the reasons for the denial in writing from the Employer.

E. An Employee on professional improvement leave shall be paid while on such leave as follows:

1. If the leave is for a period not more than six (6) months, the Employee shall be paid the full pay.

2. If the leave is for a period of one (1) year, the Employee shall be paid one-half (1/2) of the full pay.

3. If the leave is for period of more than six (6) months but less than a year, the Employee shall be paid one-half year's pay prorated over the period of the leave.

4. The pay of the Employee on professional improvement leave shall include any negotiated pay increase.

F. An Employee granted such leave may engage in other employment provided the primary purpose for which the leave was granted is met.

G. Before being granted such leave, an Employee shall enter into a contract with the Employer which shall provide for the following:

1. The Employee shall agree to return to work upon termination of such leave or any other leave which may be granted by the Employer immediately following such leave. If the Employee fails to report to work upon termination of such leave and/or any other leave granted under this Agreement, the Employee shall be considered to have resigned and shall refund all monies received while on such leave.

2. However, the above paragraph G.1 shall be considered to have been waived should the Employee die or retire due to accident or illness. The above agreement to return to work shall be held in abeyance should an Employee meet with an accident or illness which causes the Employee to be unable to perform the assigned duties at work for an extended period of time, until such time as the Employee is able to perform the assigned duties.

3. Upon return from such leave and/or other leave granted under this Agreement, the Employee shall agree to work for a period of one (1) continuous year. If the Employee fails to complete the year, the Employee shall refund all monies received from the Employer while on such leave. The Employer and the Union, by mutual agreement, may waive or shorten the return period.

4. The Employee shall be guaranteed a return to the APT position or an equivalent APT position at the expiration of such leave and/or any other leave granted

under this Agreement. Upon the Employee's return, the Employee shall receive the salary at the pay range and step that the Employee had at the time of taking the leave including any negotiated pay increase.

H. The Employee shall not accrue any vacation or sick leave credits during the period of such leave.

I. Any other provisions mutually agreed to by the Employer, the Employee, and the Union to be included in the contract.

ARTICLE 28 - HOLIDAYS

A. The following days of each year are established as holidays:

New Year's Day
Dr. Martin Luther King, Jr., Day
President's Day
Prince Jonah Kuhio Kalanianaole Day
Good Friday
Memorial Day
King Kamehameha Day
Independence Day
Statehood Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day

All election days, except primary and special elections day, in the county wherein the election is held;

Any day designated by proclamation by the President of the United States or by the Governor as a holiday.

B. Observance of Holidays

1. Employees whose workdays fall on Monday through Friday during the work week in which a holiday occurs shall observe such holiday as provided below:

Day Holiday Falls	Day Holiday Observed
Saturday	Friday preceding holiday
Sunday	Monday following holiday
Workday	Workday

2. Employees whose workdays fall on other than Monday through Friday during the work week in which a holiday occurs shall observe such holiday as provided below:

Day Holiday Falls	Day Holiday Observed
Day Off	First workday after the day off
Workday	Workday

3. An employee shall be compensated for the holiday based on the employee's normal scheduled working hours provided the employee worked (or was on paid leave) either the normal scheduled workday immediately preceding the holidy or the normal scheduled workday immediately following the holiday.

C. Two Holidays Observed on the Same Calendar Day.

Whenever two holidays are to be observed on the same calendar day in accordance with paragraph B. above:

1. The first holiday shall be observed in the normal manner, and

2. The second holiday shall be observed on a date mutually agreed to between the employee and the employee's supervisor provided that the mutually agreed upon date shall occur within the same calendar year.

ARTICLE 29 - FUNERAL LEAVE

A. Employees covered by this Agreement shall be allowed three (3) working days as funeral leave with pay which shall not be deducted from any other leave to which the Employee may be entitled. Funeral leave shall be granted on such days as designated by the Employee provided they fall within a reasonable period of time after a death in the immediate family.

B. For the purpose of this Article immediate family is defined as: parents, brothers, sisters, spouses, children, parents-in-law, grandparents, grandchildren, or any individual who has become a member of an immediate family through the Hawaiian "Hanai" custom. Provided, however, an individual affected by the "Hanai" relationship shall be entitled to utilize funeral leave only for those members of the Employee's immediate family resulting from the "Hanai" relationship.

C. If the death or funeral occurs outside of the State of Hawaii, the Employee shall be granted, upon request, a reasonable number of additional days of accumulated vacation leave or leave without pay for travel to attend the funeral, or to make necessary arrangements for a funeral in the State of Hawaii.

ARTICLE 30 - LEAVE FOR JURY OR WITNESS DUTY

A. An Employee covered by the terms of this Agreement, if summoned to serve as a witness or juror in any judicial proceedings except those which may involve or arise out of the Employee's outside employment or the Employee's personal business or private affairs shall, if the Employee serves, be entitled to leave of absence with pay.

B. An Employee who serves as a witness or as a juror, and who receives a fee or mileage allowance shall not suffer the loss of such monies or have it offset against the Employee's salary account.

C. An Employee called to serve as a witness in a case which may involve or arise out of the Employee's outside employment or personal business or private affairs shall not be entitled to leave of absence with pay as provided in paragraph A above, provided that the Employee shall be entitled to use annual vacation leave or elect to take leave without pay.

ARTICLE 31 - VACATION LEAVE

A. Earning of Vacation Leave

1. Calendar year Employees are eligible to earn vacation leave at the rate of one and three-quarters (1 3/4) working days for each month of service.

"Calendar year Employees" are the eleven-month personnel, who have a twelve-month professional obligation less the month of vacation allowance.

"Academic year Employees" are the nine-month personnel.

2. If such Employees render less than a month of service, their vacation allowance for such month shall be computed as follows:

Actual Days of Service	Working Days of Leave
For 1 to 3	0
For 4 to 6	1/2
For 7 to 9	3/4
For 10 to 12	1
For 13 to 15	1 1/4
For 16 to 18	1 1/2
For 19 or more	1 3/4

3. Individuals who are employed on a temporary, contractual or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn vacation allowance for such employment.

4. Vacation allowance shall accrue to an Employee while the Employee is on leave with pay unless specifically prohibited by this Agreement.

5. No vacation allowance shall accrue:

a. During the period of any vacation leave or sick leave granted when the employment terminates or is to terminate at the end of such leave.

b. During the period the Employee is on leave without pay, except for the period of the Employee is on leave for disability and is being paid Workers' Compensation therefore.

c. During any period of valid suspension which is sustained in the event an appeal is made by the Employee.

d. During any period of unauthorized leave.

e. During any period the Employee is on educational leave (including, to the extent the term may be applicable, professional development or improvement leave).

B. Accumulation or Carry Over of Vacation Leave

1. An Employee may accumulate up to twenty-one (21) days of vacation leave per calendar year until the Employee accumulates the first forty-two (42) days. Subsequently an Employee may accumulate not more than fifteen (15) days of vacation leave per calendar year, even if the Employee's total accumulated days fall below forty-two (42) days. However, vacation leave in excess of fifteen (15) days per year may be accumulated for good cause when a request for such accumulation is approved by the Employer provided such request shall be accompanied by a stipulation that the Employee shall take such excess vacation days at a specified time. If the Employee fails to take this vacation at the time stipulated, the Employee shall forfeit the excess accumulation of vacation leave unless for good reason an extension of time is granted by the Employer.

2. Vacation leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

3. Any Employee who is entitled to a annual vacation may accumulate for the succeeding year or years such unused portion of the vacation allowance as is permitted above, provided that the total accumulation shall not exceed ninety (90) working days at the end of the calendar year. If any recorded accumulation of vacation allowance at the

end of any calendar year shall exceed ninety (90) working days, the Employee shall automatically forfeit the unused vacation allowance, which is in excess of the allowable ninety (90) working days.

4. Nothing in this Article contained shall be construed to prohibit the taking or to require the forfeiture, of any vacation which is validly granted and the taking of which is commenced on or before the last working day of any calendar year, notwithstanding that the recording of the current accrued vacation allowance for such year on the last day thereof might result in an accumulation of more than ninety (90) working days including the working days of vacation so granted and then being taken, but the period of such vacation shall be regarded for all purposes as if the same had been entirely taken on or before the last day of such calendar year.

5. Nothing in this Article contained shall be construed to prohibit the lawful payment of pay in lieu of vacation.

C. Taking Vacation Leave Granted

1. When a vacation is requested on a form prescribed by the Employer, it shall be granted and taken at such time or times as the Employer may designate; provided, that it shall be as close to the requested period as conditions in the unit will permit, and so as to prevent any forfeiture of vacation allowance.

2. When a vacation is granted, it may include, in accordance with law and at the request of the Employee, all vacation allowance accrued up to the end of the Employee's last full month of service immediately preceding the commencement of the vacation.

3. No vacation leave of less than one (1) hour may be granted. However, payment in lieu of vacation is legally permissible, or when the Employee's service will not continue at the expiration of the vacation, such payment may include a prorated amount for any fraction of a working day of vacation allowance to which the Employee is entitled.

4. Whenever an Employee's vacation leave which has been approved on the appropriate leave application form is rescinded, non-refundable travel and lodging expenses incurred by the Employee shall be reimbursed by the Employer.

D. Vacation Charged Only for Working Days. Employees on vacation shall have charged against their vacation allowance only scheduled working days, which occur during the period of the Employees' vacations.

E. Priority of Scheduling Vacation Leave. Priority in scheduling annual leave shall be given to Employees on the basis of length of service within the unit.

F. Emergency Advanced Vacation. Emergency advanced vacation shall be granted to an Employee who has exhausted all earned vacation and for a reason, which the Employee establishes to the satisfaction of the Employer. An Employee shall immediately communicate with the Employer and request such advance vacation and if the same is granted, it shall be considered as taken with the express understanding that if such leave is not later earned during the term of employment, the unearned portion of the vacation pay so advanced will be repaid, on demand of the Employer, by the Employee or the Employee's executors and administrators out of the Employee's estate, if the Employee is deceased, or deductions may be made for such unearned portion from salary due the Employee, or from any monies in the annuity savings fund of the Employees' Retirement System of the Employer to the credit of the Employee.

G. Effect of Transfer to Position in Which Vacation Allowance is not Earnable.

When an Employee is transferred from or otherwise relinquishes one's position in which vacation allowance may be earned, and accept employment in another position in the service of the Employer in which vacation allowance may not be earned, the Employee may be deemed, for purposes of receiving pay in lieu of vacation, to have terminated their services. But in the event that the Employee is not eligible under the circumstances to receive pay in lieu of vacation, the acceptance of such employment shall not of itself have the effect of forfeiting any vacation allowance to which the Employee is then entitled. Pay for lapsed vacation in excess of the maximum allowed may be granted only as permitted by law.

H. Pay for Vacation Allowance Upon Termination

1. Whenever a termination of services takes place, the Employee is to be paid, in accordance with law, for the vacation allowance either in lump sum or in the normal manner except as provided in subsection 2.

2. When payment in a lump sum is made, the sum payable for vacation allowance shall be equal to the amount of compensation to which the Employee would be entitled or which the Employee would be allowed during the vacation period if the Employee was permitted to take vacation on the normal manner. It is provided that whenever an Employee is discharged for cause, the lump sum vacation allowance payable shall be computed on the basis of the Employee's accumulated vacation hours multiplied by the Employee's hourly rate of pay as of the effective date of discharge.

3. However, if the Employee is immediately rehired by the Employer and will continue to earn vacation allowance, such a payment shall not be made.

4. An Employee who, pursuant to the U.S. Universal Military Service and Training Act or other Federal statute, is called or ordered and reports either voluntarily or involuntarily for active military duty with a branch of the U.S. Armed Forces shall be deemed to have resigned from the service of the Employer for purposes of this Article.

The Employee's choice of lump sum payment for the accrued vacation allowance will not of itself cause the forfeiture of the Employee's unused sick leave credits.

I. In the event that a vacation request is denied by the Employer, the Employee may request the Employer the reasons for the denial in writing.

J. For academic year Employees, no vacation leave shall be granted in addition to the time during which the Employees are permitted to be absent in any calendar year by reason of the terms of their annual professional obligations. Academic year Employees are not eligible to accrue and accumulate vacation leave.

K. Personnel whose salaries are paid from other than the general revenues of the State of Hawaii or from funds deemed by the University to be assured for an indefinite period of time have vacation leave comparable to other calendar year personnel.

ARTICLE 32 - SICK LEAVE

A. Earning of Sick Leave

1. Calendar year Employees are eligible to earn sick leave at the rate of one and three-quarters (1 3/4) working days for each month of service.

"Calendar year Employees" are the eleven-month personnel, who have a twelve-month professional obligation less the month of vacation allowance.

2. Academic year Employees are eligible to earn sick leave at the rate of one and three-quarters (1 3/4) working days for each month of service during the nine (9) month duty period.

"Academic year Employees" are the nine-month personnel.

3. When an Employee renders less than a full month of service, the Employee shall earn sick leave in accordance with the table of earnings shown below:

Actual Days of Service	Working Days of Leave
For 1 to 3	0
For 4 to 6	1/2
For 7 to 9	3/4
For 10 to 12	1
For 13 to 15	1 1/4
For 16 to 18	1 1/2
For 19 or more	1 3/4

4. Individuals who are employed on a temporary, contractual, or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn sick leave allowance for such employment.

5. Except as hereinafter otherwise provided, sick leave allowance shall accrue to an Employee while the Employee is on leave with pay. No sick leave allowance shall accrue:

a. During the period of any vacation leave or sick leave granted when the employment terminates or is to terminate at the end of such leave;

b. During the period the Employee is on leave without pay except for the period the Employee is on leave for disability and is being paid Workers' Compensation therefore;

c. During any period of valid suspension which is sustained in the event an appeal is made by the Employee;

d. During any period of unauthorized leave; or

e. During any period the Employee is on educational leave (including, to the extent the term may be applicable, professional development or improvement leave).

B. Accumulation of Sick Leave

1. An Employee may accumulate earned sick leave. The unused sick leave accumulated shall be credited to the Employee's account for subsequent use in the event of sickness.

2. Such unused sick leave may be accumulated without limitation, and sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

C. Notification of Sickness. Notification of absence on account of sickness shall be given as soon as possible on the first day of absence or if impracticable as soon thereafter as circumstances permit. If, in the opinion of the Employer, such notification has not been given in accordance with this section, such absence may, in the discretion of the Employer, be charged to vacation allowance or leave without pay.

D. Application for Sick Leave

1. Application for sick leave shall be filed on a form prescribed by the Employer or the designee, within five (5) working days after return to duty; provided that in the event such Employee dies before that time or before returning to duty, the Employee's executor or administrator or the Employee's immediate supervisor if the

Employer deems it proper may file such application within six (6) months after the Employee's death. Sick leave shall not be granted unless it is proved to the satisfaction of the Employer that the Employee's absence from work was necessary because of sickness.

2. The Employer shall require the Employee to submit a licensed physician's certificate for absences of five (5) or more consecutive working days to substantiate the fact that the period of absence was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of the position. The Employer may require the Employee to be examined by a physician of the Employer's choice provided the Employer assumes the cost of the physician's services.

3. No sick leave of less than one (1) hour may be granted.

4. Upon application by the Employee, sick leave when granted may include all sick leave allowances as of the last full month of service immediately preceding the return from sick leave, or as must thereof as is needed, to permit the Employee to recover from sickness.

E. Sick Leave Charged Only for Working Days. Employees absent from work on account of sickness, shall have charged against their sick leave allowance, only scheduled working days which occur during such absence.

F. Additional Sick Leave With Pay. Additional sick leave with pay, in excess of that which the Employee is entitled to, may be granted with the written approval of the Employer provided, that due consideration shall be given to the length of service of the particular Employee requesting the leave.

G. Credit for Sick Leave During Vacation. When sickness lasting one (1) or more consecutive working days occurs during a vacation, the period of sickness shall, upon submittal of a licensed physician's certificate or other satisfactory proof of such sickness as deemed necessary by the department head, be charged as sick leave, and the charge against vacation allowance shall be reduced accordingly. Application for such substitution of sick leave for vacation shall be made within five (5) working days upon return to work.

H. Sick leave shall be allowed for medical, dental, optical, and optometrical examination appointments which the Employee cannot schedule for non-work time.

I. Sick leave shall be allowed for temporary disabilities as defined under the Equal Opportunity Commission Guidelines, Title 29, Chapter 14, Section 1604, of the Code of Federal Regulations.

J. Physical examinations required by the Employer shall not be charged against the Employee's sick leave.

K. Personnel appointed under research and training grants and contracts, and other extramural sources of funds, have sick leave comparable to other personnel. If the Employee's employment is terminated, the unused sick leave credit shall be void.

ARTICLE 33 - LEAVE OF ABSENCE WITHOUT PAY

A. Leave Without Pay for Professional Improvement

1. Leaves of absence without pay for professional improvement may be granted where such leave is determined to be to the advantage of the University, provided that the Employee's absence will not adversely affect the operations of the unit and the University. Such leaves will not be granted for periods longer than one year at a time. Leaves without pay which exceed one (1) month are creditable toward professional improvement leave with pay or salary increments if there is a prior agreement in writing.

2. Professional improvement leaves are granted only in cases where the recipient will enhance their value to the University by deliberately seeking to improve their 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, then the statement of purpose establishes whether the primary purpose is professional improvement.

b. If the support is provided by an outside agency, then the agency's reason for providing support defines the primary reason for the leave.

c. Fellowship 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 professional improvement.

B. Leave Without Pay for Personal Reasons

1. Leave without pay may be granted to an Employee for the purpose of engaging in activities judged by the Employer to be to the advantage of the University, but which do not qualify the Employee for leave without pay for professional improvement leave, provided that the Employee's absence will not adversely affect the operations of the unit and the University. Such leaves shall normally not be granted for more than one (1) year at a time.

2. Personal leave may also be granted to an Employee for compassionate reasons, provided that the Employee's absence will not adversely affect the operations

of the unit and the University. Such leave shall not be granted for more than ninety (90) days at a time. When such leaves are of an emergency nature, approval shall not be unreasonably withheld.

3. Leaves of absence for personal reasons are not creditable toward leave with pay for professional improvement or salary increments.

ARTICLE 34 - POLITICAL LEAVE

An Employee may request leave of absence without pay, or use vacation leave or compensatory time off, while campaigning for elective political office. An Employee may continue working while campaigning for elective political office as long as the campaigning does not interfere with the duties and responsibilities of the Employee, as determined by the Chancellor or Vice President, and the Employee complies with BOR Policy, Section 9-5, Political Activity and other applicable rules of the University existing at the time of the execution of this Agreement.

ARTICLE 35 - TRAVEL

A. Applicable rules, ordinances, and policies, Except as modified by this Article, Chapter 3-10, Hawaii Administrative Rules shall remain applicable for the duration of this Agreement.

B. Travel occurring on same island. When Employees are required to work in locations, which make it impracticable and undesirable to return home at the end of the workday, one of the following shall apply:

1. If commercial lodging is utilized, the Employee shall be paid a travel allowance pursuant to paragraph D.

2. If commercial lodging is not available, such as in mountainous or other remote areas, the Employer shall provide cabins or tentage and needed camping supplies and equipment. At the Employee's option, the Employer shall also provide adequate stores of food or pay each Employee $20 per day in lieu thereof.

C. Off-island travel to mountainous or other remote areas.

1. Whenever Employees are required to travel on official business to mountainous or other remote areas where no commercial lodging is available, the Employer shall provide cabins, tentage, or shall arrange for lodging within available facilities, and shall provide adequate stores of food or pay each Employee $20 per day in lieu thereof.

2. Notwithstanding the provisions of this paragraph, a mutual agreement may be arranged among Employees with the Employer to provide for per diem expenses in lieu of this paragraph.

D. Intra-state travel.

1. When an Employee is required to travel on official business to another island the Employee shall be provided with a per diem of $80 per 24-hour day.

2. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter day periods from midnight. In computing the amount of per diem, the quarter-day period shall begin 30 minutes before the scheduled flight departure time. This shall also be applicable to one-day trips; that is, leaving and returning on the same day.

E. Out-of-state travel.

1. When Employees are required to travel on official business to areas outside the State of Hawaii, they shall be provided a per diem of $130 per 24-hour day.

2. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter-day periods measured from midnight.

F. Reimbursement for per diem related expenses exceeding the per diem rate.

Whenever an Employee's commercial lodging cost exceeds $50 per 24-hour day for intra-state or $85 per 24-hour day for out-of-state travel, the Employee shall be entitled to an additional amount added to the Employee's per diem. This amount shall be equal to the difference of the actual daily cost of commercial lodging and 50$ or 85$ as applicable, multiplied by the number of days spent on commercial lodging. Unless otherwise waived by the Employer request for excess expenses shall be made in advance of the employee's trip.

G. Advance per diem.

Whenever possible, an Employee shall receive advanced per diem for official travel.

H. In order to provide freedom of choice in meal consumption, the Employee's per diem shall not be reduced on the basis of meals included in the conference programs.

I. Mileage reimbursement.

1. The term "vehicles" as used in this paragraph only applies to automobiles, trucks, vans, or buses.

2. Employees who are authorized to use their private vehicles to carry out their duties and responsibilities shall be reimbursed at the rate of $.37 for each mile traveled for business purposes.

3. Employees who are presently being provided automobile allowance for the required use of their private vehicles in the performance of their duties shall continue receiving such allowances, provided that the amount of the allowance may be modified through a separate memorandum of agreement mutually agreed to by the Union and the Employer concerned. However, allowances shall be terminated when the Employer no longer requires the Employees to use their private vehicles in the performance of their official duties.

4. Mileage reimbursement to and from home to work site shall be allowed for all call back work and for overtime work on scheduled days off and holidays, except for Employees whose normal hours include the holiday.

ARTICLE 36 - PARKING

A. Parking Rates

1. This paragraph shall apply only to Employees under the following conditions:

a. The Employee is required to provide a personal vehicle for work purposes as a condition of employment as determined by the Employer; and

b. The Employee parks at a parking facility under the jurisdiction of the State Department of Accounting and General Services or City and County of Honolulu Building Department.

2. Parking rates for Employees covered by this paragraph shall be as follows:

STATE OF HAWAII

Island of Oahu

Covered Parking	$12.50/month
Uncovered Parking	7.50/month

Neighbor Islands

Covered Parking	$ 7.50/month
Uncovered Parking	5.00/month

CITY AND COUNTY OF HONOLULU

All Parking	$ 7.50/month

B. It is understood and agreed that Employees who are required to provide a personal automobile as a condition of employment and who are parking in commercial parking facilities shall be offered a parking assignment in a DAGS or City Building Department facility, as applicable, and as space becomes available. Until such time that the Employer can offer such parking assignment, the Employer agrees to reimburse each Employee a monthly sum as follows:

STATE OF HAWAII

Island of Oahu

Covered Parking	$12.50/month
Uncovered Parking	7.50/month

Neighbor Islands

Covered Parking	$ 7.50/month
Uncovered Parking	5.00/month

CITY AND COUNTY OF HONOLULU

All Parking	$ 7.50/month

Any Employee who declines an offer to park in a DAGS or City Building Department Facility shall not be entitled to the reimbursement.

C. It is further understood and agreed that Employees who are required to provide a personal automobile as a condition of employment and who presently are not charged for parking shall continue to receive free parking, unless their conditions of employment are changed.

ARTICLE 37 - MISCELLANEOUS

A. The Employer agrees to furnish a copy of the Agreement together with any letter which may be furnished by the Union outlining its collective bargaining services and membership information to all new Employees of the bargaining unit.

B. The Employer shall either reimburse Employees for the reasonable value, or pay for the actual cost of repair, of personal clothing, prescription glasses, and watches which are maliciously damaged or destroyed by another person or animal while the Employee is acting in the discharge of the assigned duties and without negligence. The Employer's liability shall be limited to fifty dollars ($50) for watches.

C. The Employer shall provide the Union upon request, not more than twice each year, lists showing the names of all Employees, their classification titles, their department, and the most recent dates of continuous hire in the jurisdiction.

ARTICLE 38 - SAVING CLAUSE

A. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction or by the Hawaii Labor 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.

ARTICLE 39 - SALARIES

A. The salary schedules in effect on June 30, 2003 shall be designated as Exhibit A (for 11-month APT) and Exhibit B (for 9-month APT) and shall remain applicable through December 31, 2004.

B. Subject to the approval of the respective legislative bodies, effective July 1, 2004:

1. Employees shall receive a one-step adjustment on their applicable salary range of Exhibit A (for 11-month APT) and Exhibit B (for 9-month APT), provided that an Employee shall not be placed beyond the maximum step of the Employee's salary range.

C. Subject to the approval of the respective legislative bodies, effective January 1, 2005:

1. The salary schedules in effect on December 31, 2004 designated as Exhibit A (for 11-month APT) and Exhibit B (for 9-month APT) shall be amended to reflect an across-the-board adjustment of five percent (5%) and such amended schedules shall be designated as Exhibit C (for 11-month APT) and Exhibit D (for 9-month APT).

2. Following B.1 above, 11-month Employees on Exhibit A and 9-month Employees on Exhibit B shall be placed on the corresponding salary range and step of

their respective salary schedules designated as Exhibit C (for 11-month APT) and Exhibit D (for 9-month APT).

3. Following C.1 and C.2 above, Employees shall receive a one-step adjustment on their applicable salary range of Exhibit C (for 11-month APT) and Exhibit D (for 9-month APT), provided that an Employee shall not be placed beyond the maximum step of the Employee's salary range.

ARTICLE 40 – HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

The purpose of this section is to incorporate the premium rates that have been recently adopted by the Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) Board and the premium rates set for Fiscal Year 2004-2005 and supercedes any and all other prior tentative agreements and/or agreements in their entirety.

A. Subject to the applicable provisions of Chapters 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of the Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2003, not to exceed the amounts as specified below:

1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (drug & chiro)	$141.32
b. Dental	$14.80
c. Vision	$3.60
d. Dual coverage (medical, drug, chiro):	
(1) HMSA (effective 04/01/04)	$84.20
(2) Royal State (effective 02/01/04)	$27.68
e. Dual coverage dental	$8.82
f. Dual coverage vision	$2.06

2. For each Employee-Beneficiary with one or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	MONTHLY CONTRIBUTION
a. Medical (PPO or HMO) (drug & chiro)	$419.78
b. Dental	$50.02
c. Vision	$7.68
d. Dual coverage (medical, drug, chiro):	
(1) HMSA (effective 04/01/04)	$251.28
(2) Royal State (effective 02/01/04)	$79.46

e. Dual coverage dental	$24.94
f. Dual coverage vision	$4.38

The Employer shall contribute the same amount for each member enrolled in a medical plan (PPO or HMO), regardless of which plan is chosen.

3. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay $4.16 per month, which reflects one hundred percent (100%) of the premium and administrative fees.

B. Effective July 1, 2004, for plan year 2004 – 2005, the Employer shall pay monthly contributions which include the cost of the Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund, not to exceed the amounts as specified below:

"Health Benefit Plan" shall mean the medical PPO, HMO, dental, vision, dual coverage medical, dual coverage dental, dual coverage vision plans, and stand alone prescription drug plan.

"Prevalent Plan" for the medical, dental, vision plans shall be defined as the medical, dental, vision plans, and stand alone prescription drug plan, that the Trust Fund determines to have the largest number of active employee enrollments as of December 31st of the previous fiscal year.

"Prevalent Plan" for the dual coverage medical, dental, and vision plans are the respective dual coverage medical, dental, and vision plans.

1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans, the amount shall not exceed:

BENEFIT PLANS	MAXIMUM MONTHLY AMOUNT
a. Medical (PPO or HMO) (drug & chiro)	$152.12
b. Dental	$15.56
c. Vision	$3.58
d. Dual coverage (medical, drug, chiro)	
(1) HMSA	$96.28
(2) Royal State	$27.30
e. Dual coverage dental	$9.26
f. Dual coverage vision	$2.04
g. Stand-alone Drug Plan	$32.54

2. For each Employee-Beneficiary with one or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans, the amount shall not exceed:

BENEFIT PLANS	MAXIMUM MONTHLY AMOUNT
a. Medical (PPO or HMO) (drug & chiro)	$453.14
b. Dental	$52.76
c. Vision	$7.64
d. Dual coverage (medical, drug, chiro)	
(1) HMSA	$288.16
(2) Royal State	$79.08
e. Dual coverage dental	$26.32
f. Dual coverage vision	$4.36
g. Stand-alone Drug Plan	$98.56

3. The Employer shall contribute the same amount for each member enrolled in a medical plan (PPO or HMO), regardless of which plan is chosen.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay no more than $4.16 per month, which reflects one hundred percent (100%) of the premium and administrative fee.

C. Whenever the Employer's monthly contribution to the Hawaii Employer-Union Health Benefits Trust Fund is less than one hundred percent (100%) of the monthly premium amount, such monthly contribution shall be rounded to the nearest cent as provided below:

1. When rounding to the nearest cent results in an even amount, such even amount shall be the Employer's monthly contribution. For example:

(a) $11.397 = $11.40 = $11.40 (Employer's monthly contribution)
(b) $11.382 = $11.38 = $11.38 (Employer's monthly contribution)

2. When rounding to the nearest cent results in an odd amount, round down to the next even amount, and such even amount shall be the Employer's monthly contribution. For example:

(a) $11.392 = $11.39 = $11.38 (Employer's monthly contribution)
(b) $11.386 = $11.39 = $11.38 (Employer's monthly contribution)

ARTICLE 41 - ENTIRETY, MODIFICATION AND CONFLICT

A. The Employer and the Union agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written between the parties hereto with respect to the subject matter herein.

B. The Employer and the Union agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree negotiations will not be reopened on any item during the life of this Agreement except as provided in Article 42, Duration, or by mutual consent.

C. If there is any conflict between the provisions of this Agreement and any rules and regulations, Board of Regents Policies or other personnel regulations applicable to Employees, the terms of this Agreement shall prevail.

ARTICLE 42 - DURATION

This Agreement shall become effective as of July 1, 2003, and shall remain in effect to and including June 30, 2005. It shall be renewed thereafter with respect to the subject matter covered, in accordance with statutes unless either party gives written notice to the other party of its desire to amend, modify or terminate the Agreement, and such written notice is given no later than May 14, 2004. After such written notice is given, the parties shall exchange their specific written proposals, if any, no later than June 14, 2004. Negotiations for a new Agreement shall commence on a mutually agreeable date following the exchange of written proposals, as applicable.