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Bargaining a Progressive Contract - Manuscript

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**Bargaining a Progressive Contract: By Design and By Accident**

Mary Tiles, Professor of Philosophy, University of Hawaii, Manoa
Deane Neubauer, Emeritus Professor of Political Science, University of Hawaii, Manoa

**Background:**
In the academic year 2000-2001, the University of Hawaii Professional Assembly (UHPA) sought to bargain a contract on its conventional cycle for the period 2002-2003 with the State of Hawaii. The effort failed, leading to a two-week strike in April, coinciding with a state-wide strike of the Hawaii State Teachers Association (HSTA). For the first time in U.S. history the entirety of a state’s public education system was on strike with its state employer. For UHPA the strike had been provoked primarily by the gap between the state’s salary offer and the union’s request. To place the matter in context, during the 1990’s, while the other states had experienced “Clinton prosperity” with a record number of quarters of positive economic growth, Hawai‘i (its economy closely tied to Japan’s) had lagged, entering negative growth in 1996. From 1993 onward, the University struggled to maintain its state budgetary support, and collective bargaining for all public unions was a tortured affair. Matters came to a head in the strike of April 2001.

The University of Hawaii is the only state system of higher education in the United States with community colleges, state colleges and a doctoral campus organized into a single system, headed by a president and single board of regents (BOR). Historically, this combination has led to various institutional stresses directly traceable to different campus missions and faculty performance expectations, e.g. teaching load, research, service, requirements for promotion and tenure, etc.

The conclusion of the strike coincided with the departure of President Kenneth Mortimer, who had served through this difficult budgetary period, and also preface the last two years of Governor Benjamin Cayetano’s second term, which would end with the election of November 2002. Although UHPA had sought to introduce items of long-standing concern in contract negotiations, the strike was occasioned by deep differences over cost issues. In the Hawaii collective bargaining system, UHPA and the university administration seek contact agreement, but agreement by the administration is subject to concurrence by the State Office of Collective Bargaining, the governor’s agent. Davis Yogi, head of the Office of Collective Bargaining, inserted himself directly into the process of bargaining to assure that the governor’s position on money issues was sustained. In the end, the settlement provided a flat dollar amount for each faculty member: $2,325 in August 2001 and an across-the-board 6% increase in August 2002.

Evan Dobelle became the 12th President of the University of Hawaii on July 1, 2001. Within a month of his taking office, a series of speeches had begun to suggest his attitude toward the faculty union and the contract renewal negotiations that would take place in the second year of his administration. He suggested publicly (and made clear in private conversations) that he believed the strike was unnecessary and that under his administration it would not have occurred. He announced in speeches a goal to take the University of Hawaii “to the next level,” and he made clear that he believed improving working and financial conditions for the faculty was a key element to reaching that goal. Shortly after his arrival, he visited each of the ten campuses in the University of Hawaii system, setting out a series of positions that would alter faculty requirements and essentially reposition faculty/administration relationships. For example, he made clear that he wanted to:

- reduce community college teaching loads
- assure faculty access to six-month sabbaticals (this had been an issue on community college campuses, where budgetary restrictions had made the administration reluctant, in practice, to allow sabbaticals when they became allowable.)
- expand health care coverage to include domestic partners
- make paid family leave payable for care of designated family dependents

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1 At the time of the discussions leading up to this contract negotiation, Professor Tiles was President of The University of Hawaii Professional Association. Professor Neubauer was serving as the interim Vice President for Academic Affairs of the University of Hawaii system.
Most dramatically, Dobelle stated and restated his commitment to increasing faculty salaries throughout the system. In various campus visits he made other statements that would have an impact on campus missions and faculty roles. These included his opinion that one or more of the community colleges (most notably Maui Community College) could be encouraged to develop one or more four-year programs, and that UH Hilo could in time develop graduate programs, not excluding the possibility of offering selected doctoral programs.

**The Salary Study and Its Aftermath**

A large step towards increasing faculty salaries—while dealing with persistent issues of salary inequity—was the joint University-UHPA salary study. By mutual agreement, the university system administration (through the president’s office) and UHPA commissioned a joint, third-party study of faculty salaries throughout the system. The goal was to complete the study by late 2002 or early 2003, in time for its findings to figure into the UH/UHPA collective bargaining sessions leading to a new contract taking effect in July 2004. It was clear even before the study took place that significant amounts of money would be needed to support increases in faculty salaries.

The study was conducted by John Lee of JBL Associates, Inc., who presented a Report in January 2002. He found that the UH community college faculty were paid $11,329 below the average for their peer group; UH Hilo faculty were behind by $10,573; and UH Manoa faculty by $11,965. In general, those at Rank 5 (Professor or equivalent) lagged further behind their peers than those in the lower ranks. Because President Dobelle had framed the discussion in terms of percentile goals, the analysis estimated the costs of moving Hawai’i salaries to the 50\textsuperscript{th} percentile of the relevant peer group by 2004 and the 80\textsuperscript{th} percentile by 2006. This would have cost $178 million above what was at that time the total budget for faculty salaries.

<table>
<thead>
<tr>
<th>Salary $ difference from peer average by rank</th>
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<tbody>
<tr>
<td></td>
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<tr>
<td>CC</td>
</tr>
<tr>
<td>Hilo</td>
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<tr>
<td>Manoa</td>
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<td>W Oahu</td>
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Under presidential mandate the whole of the UH system was led into a strategic planning exercise enabling the creation and presentation of a new biennial university budget for FY 2003-05 that would align with strategic planning goals. In this sense the budget was driven by the strategic plan, one commitment of which was increased faculty salaries. In a completely new step, the president’s office, working in cooperation with UHPA, developed a program for initiating legislative action suitable to meeting some of these salary needs. In effect, the originators of this plan (essentially the VPAA and what had become the union negotiating team) requested an increase, of the entire amount of money required to bring faculty salaries to what was believed to be a commensurate current level, in the university’s base budget. The idea was that once faculty salaries “had been made whole” by this action, one could bargain in good faith over increases over the range of the new contract.

After the salary study had been presented to the Board of Regents for information and tacit approval, the amounts for salary catch-up were added to the formal budgetary request. In time it was approved by the BOR and submitted to the governor and legislature as the official university budget request.

**Enter a New Governor**
A critical event took place in the fall of 2002 during the period in which the university and UHPA had begun to shape new contract discussions. The two participants, working within the climate established by President Dobelle, had agreed to develop a process in which regular discussions could take place between them over an initial list of twenty “issues.” These discussions were both informal and consequential. Informality was maintained through a regular series of meetings on the twenty items between the university team (consisting of the VPAA, the VP finance, and the designated “union contact” person, and a senior person in UH human relations) and the UHPA team (headed by the executive director of UHPA, the UHPA President, and a bargaining group of six members representing the diverse elements of the system) [See Appendix A for a listing of these items and their resolution]. The meetings were consequential in that issues were discussed item by item to ascertain whether agreement could be reached. If it could, the items were set aside to be included in the tentative contract document to be presented to all constituents. If they could not, they were scheduled for further development of the sub-issues involved, or treated as items for further exploratory and developmental discussions.

In November 2002 Hawaii’s first female governor was elected, the former mayor of Maui County and the first Republican governor since statehood. President Dobelle had recorded a television spot endorsing her opponent, the sitting Lt. Governor (a Democrat), that ran extensively in the days prior to the election. The governor-elect was not pleased, and let it be known in a variety of ways that Dobelle’s protestations that he was acting as a private citizen did not detract from the blatant partisanship of the act. Relations between the two were strained from this point on. One of her first acts when installed as governor was to fill three seats on the BOR that were either vacant or held by interim appointees. One of the new appointees was Ted Hong, an attorney from the Big Island who was also appointed to head the Office of Collective Bargaining in the new administration. Hong was to sit in on the collective bargaining discussions as they progressed, participating (ostensibly in his regent role), but not setting a governor’s administrative agenda as had his predecessor Davis Yogi.

Early in the governor’s term Hong was also the bearer of the informal message from her that there would be no collective bargaining salary increments for any public employee union in the first year of her administration. A further informal communication from her office was sent to the university administration (after presentation of its ambitious budget to a joint legislative hearing—televised throughout the state) that its budget was “dead on arrival” at the legislature, and that it would not be supported by the Department of Budget and Finance. She was explicit in her rejection of the effort to utilize a legislative appropriation to make university salaries “whole” again. The UH/UHPA salary study, while clearly specifying need, was also dead on arrival, despite having received the approval of the BOR both directly and through its role developing the strategic plan influenced budget requests. We return to the aftermath of the salary study and the state administration’s decisions below.

Returning to Other Matters
As these events were transpiring, the UH/UHPA discussion cum bargaining group continued to pursue the issues it had agreed to address. The tone of the discussions was invariably cordial, although it was clear in moving from issue to issue where interests lay on both sides and that these had to be confronted and worked through or around. These discussions “worked” in part because of the general tone that Dobelle had established for them, and in part because both sides appeared to sense where and when their own history of entrenchment with a given issue was being approached, and therefore sought to avoid reifying previous history. Some of these issues touched directly on matters that had previously been placed “out of bounds” because they had been encased in BOR policy. It was clear that to make progress on these issues would involve corresponding changes in BOR policy and moving past policy blockages established through the language of “management rights.”

The process can be illustrated with two issues of long-standing concern to the faculty, namely the lack of job security for long-term employees not holding tenure-track positions and paid family leave. Both issues were of system-wide import as all campuses sought to get bodies into classrooms within their restricted budgets. With respect to the first issue, in some cases faculty members would provide service in excess of 20 years on a series of annually renewed contracts. Yet in practice they enjoyed no employment security. With respect to the second issue, the absence of a paid family leave policy imposed a distinct gender burden on faculty.
Job Security for non-tenure track faculty: The discrete issue was defined as providing access to probationary employment status or continuing employment rights for non-tenure-track faculty.

Statement of Contract Issue: Bargaining Unit 7 faculty members paid from State General Funds should be eligible for either probationary employment status or some form of job security after three years of continuous full time service. The Employer will not be allowed to “dilute” general funded positions by adding 10% or less special funds to the positions, thereby disqualifying the faculty member from probationary status or job security. In addition, other changes should be made, especially concerning an administrator’s current right to hold return rights indefinitely to a position in Bargaining Unit 7. This leaves the unit from which the administrator came short one permanent position; whomever they hire as a replacement is hired into a temporary position.

Since the funding is from State General Fund sources there should be no additional economic impact, and thus generalized budgetary restrictions could not be deployed as a rationale for not granting these elements of employment security.

The overall rationale for this change focused on the relatively large numbers of faculty personnel with this status. At the time of discussion there were 1,177 faculty members in Bargaining Unit 7 not eligible for tenure. This was more than one third of the total unit, and did not include 242 lecturers employed in the UH system. Some of these individuals had served twenty years in their position; it was held to be unfair and unjust that they had no access to probationary track positions or other forms of job security. No other public employees in the State of Hawaii have a longer probationary period than Bargaining Unit 7, yet one third of the bargaining unit doesn’t even qualify for probationary status. No other bargaining unit of public employees had such a large proportion of at-will employees without any rights to continuing employment.

The issue was further complicated by the fact that some Bargaining Unit 7 members had been denied access to probationary positions because they were “holding” a departmental position into which an academic administrator had been tenured. In practice that administrator might never return to the department, but the faculty member would never be eligible for tenure regardless. Discussants agreed that at some point administrators must chose a path, and either reclaim their faculty position or remain entirely in their administrative position. In context of this discussion, it seemed clear that such administrators could not uphold the academic standards and expectations of a department when their professional careers focused on other activities outside the department and classroom. UHPA therefore proposed to limit the return rights of faculty promoted to administrative positions to no more than five years. (Seven years was the compromise.)

Paid Family Leave:
The Issue: The contract in force allowed for only four weeks of unpaid family leave and only in connection with the birth, adoption, or care of a child, or for the care of a spouse.

Rationale for Change: The period of leave was held to be too short to realistically provide the kind of family leave time associated with the birth of a child. There were no extant provisions for stopping the tenure clock in such cases. With respect to the provisions for extended family leave for non-birthing situations, the list of relatives listed in the contract was too narrow to meet the needs of faculty, especially in the multi-ethnic, extended family culture of Hawai‘i.

Economic Impact: The overall impact was believed to be small. Analysis provided by internal studies indicated very limited use of family leave for childbirth and adoption. Other requests for family leave had suggested that less than 100 faculty members, out of approximately 3,000, took leave each year. One might expect an increase in the requests when paid leave was added, but currently the use of sick leave allows for the continuation of salary during a family leave, so the numbers may not rise significantly. The key was to expand both the definition of eligible family members to accord with local needs and to expand the period of leave for childbirth.
Justification: A revamped policy would encourage more women to accept positions at UH and would help address the growing need of all faculty members to be able to respond to issues of elder care.

Proposal: The UHPA proposal was to extend the family leave period for up to six months in any year, with the first four months potentially paid. Tenure provisions would be amended to allow faculty members to suspend the “tenure clock” while taking family leave or approve a leave of absence related to child or elder care.

Resolution: The agreed language for family leave included circumstances of birth and adoption; and care of a spouse, domestic partner, parent, and father- or mother-in-law with a serious health condition, in accordance with the applicable state and federal laws and rules. Family leave can be up to four months (instead of four weeks). Out of consideration for ambient financial situations, the proposal was still for unpaid leave, but the language clearly specified that accumulated sick leave or vacation time could be used towards this purpose. There was no agreement on stopping the “tenure clock” for those on family leave.

University Reception to the Contract
In reviewing the bargained agreement, the most controversial provisions were those regarding the conversion to probationary status of contract employees. Many units within the system appeared to regard the position more as a burden for their given budget plans than a welcome increase in faculty. Some expressed the view that faculty in non-tenure-track assistant professor positions were simply not qualified to become probationary faculty. Some non-tenure-track faculty did not want to take the risk associated with probationary status and the eventual exposure to a tenure decision. Expressions of concern were forthcoming from department chairs and deans at UH Manoa, and from division chairs at the community colleges who interpreted the provision as an obligation imposed on them with no guarantee that subsequent university administrations would balance this increase in faculty job security with additional resources.

CC teaching load reductions were also regarded as problematic. Non-instructional faculty were concerned that they were not receiving a commensurate reduction in their work load, while some instructional faculty were of the opinion that the reduction was insufficient to meet their real instructional needs. Others, however, welcomed the reduction in the formal teaching load as opening the door for increasing their overload teaching and thereby their income. But this response problematized the original claim that teaching loads were excessive. So, after many years of requests for teaching load reduction, once a mechanism was established to achieve it, the teaching load per se was revealed as not the real underlying issue.

Reaching agreement
The governor’s negative position on salary increases for any public employee union in the first year of her administration provided a dilemma for both UHPA and the university administration, which, as indicated above, not only wanted to significantly increase salaries, but had also tried to do so by enhancing the legislative-determined base budget. Yet the agreement bargained had addressed a multitude of issues of long standing, an outcome that seemed too positive to endanger without finding a way to solidify agreement.

The solution was to make agreement a two-stage process. The first stage, accomplished in the first year, would be to reach agreement on language and determine not to reopen that portion of the agreement subsequently. The second stage, to take place the next year, would be to reach an agreement over salaries.

During overall contract discussions the issue of the contract length had been informally raised. Dobelle in particular seemed highly motivated to develop a contract for a period longer than the conventional two years. To reach agreement on a longer agreement, he believed, would bring both UHPA and the university into a more cooperative posture. However, the length of the contract did not become a major issue until bargaining began over money. As the process unfolded, an agreement emerged for a six-year period. The solution seemed to serve both parties well. Each liked the language of the proposed changed. Given a six-year time frame, the language would be set in place long enough to have significant effect. Furthermore, it was clear that there was no way to obtain a significant raise in the short term – only by putting them off for future negotiation could they occur.
Agreeing to Money in a Six-Year Contract

Money issues were bargained over the next academic year, 2003-4. The State’s initial position was to offer a two-year contract (2003-05), with no salary increase for the first year and 2% for the second. This offer was totally unacceptable to UHPA, and the Faculty voted to approve issuance of an intent to strike notice.

UHPA’s proposal was:

a) increase minimum salaries by rank and classification
b) provide 6% across the board
c) make the increase retroactively effective for July 1, 2003
d) a special 4% adjustment to the base salaries of full professors
   (based on their significant deficits in comparison to peer institution salaries at this rank)
e) a 12% increase over two years in the lecturer fee schedules
f) an increase of the non-credit instructional rates to $45 per hour.

The filing of intent to strike did focus minds, but it was clear that the Governor was very concerned about the state budget for the years 2004 and 2005; she remained implacable in resisting significant increases for those years. Given that situation, UHPA negotiators concluded that the only hope of gaining the significant increases in salary clearly required to get the UH faculty compensated at a level remotely comparable to their peers was to urge a long-term back-loaded contract. This was how, for the first time, UHPA entered into a six-year contract. Even then, UH (unwisely, in the view of UHPA) agreed to share with the state in meeting the costs of the collective bargaining agreement reached.

UHPA did, just barely, achieve is goal of not accepting any years of 0 increase, gaining a 1% retroactive raise for 2003. The net settlement was:

July 1 2003 1%
July 1 2004 3%
July 1 2005 2%
July 1 2006 5% (1% to come from UH)
July 1 2007 9% (3% to come from UH)
July 1 2008 11% (3% to come from UH)

The lecturer fee schedule was to be raised in even steps a total of 19% over the six-year term of the contract, as was the hourly non-credit rate ($34 by July 1, 2008).

Over the course of this negotiation it was realized that, partly as a result of the flat dollar adjustment in the prior contract, virtually no faculty were being paid according to the salary schedules in the contract. The decision was to eliminate them. This had one unfortunate side effect – there were then no minimum salaries in effect by classification and rank, and UHPA was unsuccessful in achieving agreement over these in 2004. The UH administration has since repeatedly resisted attempts to institute minima, although individual deans, realizing the need to take some action with respect to the low-paid outliers amongst their faculty, have taken action when they have had the resources to do so. This has left a rather chaotic, and certainly inequitable, situation across the campuses. (Manoa was the most seriously affected).

Certainly there are perspectives from which a long-term back-loaded contract makes little sense. This is especially the case from the point of view of UH administrators concerned with the impact on an aging faculty. The predictable effect has been that of encouraging older faculty to continuing teaching until they reap the full benefits of the negotiated contract, thereby increasing their retirement income. The university will inevitably face a wave of retirements in the next few years. UHPA also faced criticism from its own members, who did not believe that subsequent legislatures would honor the contract. With one year remaining to run, however, the skeptics have so far been proved wrong. The 9% increase went into effect on July 1, 2007, and for the first time in many years older faculty saw a significant increase in their salary checks. Unfortunately, this has been largely eroded by increases in the cost of living, on top of the erosion of purchasing power consequent to years of increases below the Islands’ rate of inflation. Faculty recently
hired at close to market rates, however, are doing comparatively well. Judged by the goals at the beginning of the process, the overall average contract money increase was 31%.

Has the long-term contract been good for UHPA? Yes and no. Since UHPA had been in almost constant bargaining for the great part of the preceding ten years, and would have had to turn around immediately in 2004 to get ready for a successor 2005-7 contract, the break afforded much-needed relief. It has enabled the organization to rebuild its infrastructure. It has also meant that the improved contract language bargained in 2003 has remained in place long enough for its changes to have been worked through; it would surely have come under attack if the contract had been reopened in 2005. The long-term contract has also provided an element of financial stability and predictability to the University System (although other factors, such as increased energy costs, have provided unanticipated shocks). On the other hand, when salary increases are determined well ahead of time, faculty readily slip into a mode of taking the union for granted and do not really notice its relevance (except for individuals who find the need to file a grievance). So as UHPA approaches the task of bargaining a successor agreement, it will have an uphill task communicating and reconnecting with faculty over contract issues.

Conclusion—seeking a progressive contract
It was clearly the intention of the participants in the contract negotiations to bargain a “progressive document,” although that language was rarely used. Rather, the dominant tone to the negotiations, certainly before the second money round, was that of creating a stronger university community by seeking shared interests between the university and its faculty union. On the issues of seeking job security for non-probationary faculty, improved family leave, and lowering the community college teaching load, both parties were clearly aware that the national direction in higher education was towards the erosion of tenure-track positions and greater use of contract faculty, with fewer rather than more provisions for job security. The commitment to the values represented in these positions arose from a shared sense that Hawai’i, a small and relatively isolated place, gains much in the long run by fostering a shared sense of improving equity, however interpreted. This sense was even more attenuated given the post-strike atmosphere and the almost palpable need to develop a new climate where faculty/university relationships could move beyond the damage that the strike had created.

As Marx famously remarked, however, we shall be known by our actions, not our intentions. As the later aspects of contract negotiations continued into the two-step process and negotiations over money, it became clear that UHPA needed to put more muscle into the negotiations to gain a resolute response from both the university and the state on money matters. The filing of an intention to strike was clearly where President Dobelle did not want these negotiations to go, nor, it could be argued, what the governor aimed for. UHPA had supported her in her first attempts at the governorship in 1998 and in 2002. Her studied position had been in 2002 that no public union could come away from the table with money, given the perilous post-911 context. However, as the issue became focused in the second stage of the negotiations, and as UHPA proved insistent that there be no year of the six without some money commitment, both the university and the state proved willing to make such a commitment. Fortunately, concern on the part of some UHPA members that the state might prove unwilling to honor a six-year agreement proved unsubstantiated.

In retrospect the contract can be viewed as a progressive document on four primary dimensions. First, the tone of the discussions on fundamental issues, and the bargaining that proceeded from them, significantly changed the comportment of both parties, making it much easier to reach agreement on critical issues. Some of the original 20 issues were not pursued simply because both sides recognized that the mutual cost of doing so outweighed the immediate benefits. Second, the shared responsibility for the salary study provided an effective baseline for calibrating both faculty expectations on salary and subsequent bargaining positions. Third, the lived-life of faculty in all ten units of the university was markedly improved by the provisions of the contract. Fourth, the invention of the two-stage, multi-year agreement, an ad hoc creation necessitated by circumstance, proved the kind of creative device required to gain a successful contract across a wide range of issues.
APPENDIX ONE—ISSUE RESOLUTION

<table>
<thead>
<tr>
<th>UHPA 2003 Negotiations ISSUES</th>
<th>RESOLUTION</th>
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<tbody>
<tr>
<td>1. exemption from tuition to be extended to cover faculty spouses/domestic partners and children.</td>
<td>1. extended to spouses and domestic partners</td>
</tr>
<tr>
<td>2. Teaching assignments at CCs:</td>
<td>2. reduced from 30 ch/yr to 27 ch/yr with revised equivalency policy</td>
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<tr>
<td>3. Professional responsibilities &amp; workload</td>
<td>3. New article establishes and recognizes the range of faculty work, that it extends beyond the classroom, and may vary by individual and department.</td>
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<tr>
<td>4. Sabbatical leaves – problem being denied on grounds of inadequate funds.</td>
<td>4. Slight modifications to existing language; failed to require leaves to be granted after being denied purely on financial grounds for 2 years.</td>
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<tr>
<td>5. Family leave: extend from 4wks, make provision for paid leave, extend definition of family.</td>
<td>5. extended to 4 months, paid only if sick leave used, definition of family extended.</td>
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<tr>
<td>6. Per Diem &amp; Travel Reimbursements &amp; Travel Grants: expand opportunities for travel, increase reimbursements to the federal rate.</td>
<td>6. Reimbursements tied to the federally allowable rates. No guaranteed opportunity to travel.</td>
</tr>
<tr>
<td>7. Department Personnel Committee Procedures Related to Tenure and Promotion</td>
<td>7. Clarification that Department Chairs cannot participate in or vote on tenure and promotion cases; other minor clarifications.</td>
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<tr>
<td>8. Intellectual Property Rights, Distance Learning &amp; Technology mediated Instruction: requested (a) changes in formula for distribution of patent royalties; (b) expansion of the article to cover inclusion of all distributed learning and technology mediated instruction; (c) adequate technology support for these; (d) methodology for assigning intellectual property rights associated with development of instructional materials; (e) limitations on class sizes.</td>
<td>8. (a) no change in the formula (b) article expanded to cover technology mediated instruction (c) faculty not required to teach the courses if adequate technology support not provided (d) no progress (provision for a joint committee to look at issues on an ongoing basis – committee never established). (e) class sizes limited to those of comparable, traditionally taught classes.</td>
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<tr>
<td>9. Access to Probationary Employment Status or Continuing Employment Rights for Non-Tenure Track Faculty</td>
<td>9. Clear definition of faculty not eligible for tenure. Agreement to convert temporary appointments to probationary where possible. Agreement that faculty not eligible for tenure will be offered three-year rolling contracts after five years of service.</td>
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<tr>
<td>10. Length of Contract during probationary period</td>
<td>10. Changed from annual renewal to 2-year contract for the first four years, followed by annual contracts up to a maximum of 7 years.</td>
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<tr>
<td>11. Contract renewals during probationary period</td>
<td>11. Language redrafted to include requirement that the employer provide the faculty member with a statement of reasons for non-renewal.</td>
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<tr>
<td>12. Transfer of tenured faculty within the UH system</td>
<td>12. Item added to clarify the provisions under which this can occur.</td>
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<tr>
<td>13. Health Fund Premium Payments</td>
<td>13. Agreed that UHPA members would get an employer contribution equal to the highest amount negotiated by any</td>
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<tr>
<td>No.</td>
<td>Issue</td>
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<tr>
<td>14.</td>
<td>Appointment &amp; Compensation of Department / Division / Unit Chairs – needed clarification</td>
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<td>15.</td>
<td>Grievance Procedure needed modifying, to accommodate changes in State Law regarding use of performance judges. No provision for filing a class grievance without identifying members of the class.</td>
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<tr>
<td>16.</td>
<td>Change in computation of 11-month salaries – currently the move from 9 to 11 does not increase salary by factor of 2/9.</td>
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<td>17.</td>
<td>Salaries</td>
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<tr>
<td>18.</td>
<td>Procedures &amp; Funding for Special Salary adjustments currently unfunded; procedure not satisfactory and limited to base salary adjustments.</td>
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<td>19.</td>
<td>Fee schedules</td>
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<td>20.</td>
<td>Duration</td>
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