

ARTICLE 10A – EMPLOYMENT RIGHTS

This article shall remain in effect for the duration of this contract period and through June 30, 2009. Thereafter, Article 10 – Employment Rights shall govern if there is no executed Memorandum of Agreement to extend Article 10A – Employment Rights beyond June 30, 2009.

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 shall be provided the following information in the written notice of termination: (1) effective date of termination, that is, close of business date, (2) notice of Priority 1 status, (3) notice when Priority 2 status becomes applicable, and (4) instructions on applying for vacancies including the Employee's obligation to self-identify as having priority status when applying for vacancies. The appointing authority or designee shall offer to meet with the Employee about to be terminated to discuss the Employee's preferential selection under priority status.

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 the official system-wide news bulletin at least ten (10) working days prior to the closing date for receipt of applications. The information will also be uploaded to the University's web page. If the Employer does not give notice to the Union or publicize in the bulletin 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, summarized description, pay band, minimum salary (excluding Information Technology Specialists), 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. Priority 1: Preference shall be given to Employees from within the bargaining unit who are 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 band as the position from which the Employee is being relieved or terminated.

4. Priority 2: 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 band 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. Priority 3: 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. If there are two (2) or fewer 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 applicants 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.

During an Employee's six (6) months probationary period, the Employee may request in writing to the appointing authority to return to the Employee's former position within thirty (30) calendar days from the effective date of the new appointment, provided that: 1) the Employee has employment security in accordance with Article 9 – Employment Security, 2) the Employee held a permanent position as specified in Article 11 – Layoffs, immediately prior to the new appointment, 3) the Employee's former permanent position is available for filling, and 4) the Employee receives written approval of the appointing authority for the position to which the Employee seeks to return.

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 18A – TEMPORARY ASSIGNMENT

This article shall remain in effect for the duration of this contract period and through June 30, 2009. Thereafter, Article 18 – Temporary Assignment shall govern if there is no executed Memorandum of Agreement to extend Article 18A – Temporary Assignment beyond June 30, 2009.

A. Employees may be temporarily assigned to perform the duties and responsibilities of a position at a higher pay band than their own on an "acting basis." Assignment of more complex duties and responsibilities within the same band shall not be considered temporary assignment and shall be governed by the provisions of Systemwide Administrative Procedure A9.210.

B. When it is expedient to assign an Employee to perform the duties and responsibilities of a position at a higher pay band than the Employee's own on an "acting" basis, e.g., an Institutional Support, pay band A temporarily detailed to assume the duties of a vacant Institutional Support, pay band B position, additional compensation will be awarded as follows:

1. If the Employee is assigned to perform work of a position one (1) pay band higher than the Employee's own pay band, the temporarily assigned Employee shall receive a stipend equivalent to three (3) steps on the Employee's own pay band or