

MEMORANDUM OF AGREEMENT
ACT 253, SLH 2000
Article 8, Discipline
Bargaining Unit 4

This MEMORANDUM OF AGREEMENT is entered into this 18th day of May, 2006, by and between the State of Hawaii, the Hawaii Health Systems Corporation, the Judiciary, the City and County of Honolulu, the County of Hawaii, the County of Maui, and the County of Kauai ("Employer") and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO ("Union") on behalf of the employees of Bargaining Unit 4.

As the result of negotiations between the parties in compliance with Act 253, SLH 2000, Article 8, Discipline, is amended as follows:

ARTICLE 8 - DISCIPLINE

A. Regular Employees shall not be disciplined without proper cause. Grievances regarding these matters shall be handled in accordance with the provisions of Article 11, Grievance Procedure.

B. Exempt Employees who meet all of the conditions listed below shall not be disciplined without proper cause. Such Employees shall be identified in a Letter of Understanding executed by the State and the Union. Grievances regarding these matters shall be handled in accordance with the provisions of Article 11, Grievance Procedure.

1. Employee is in an exempt position in an ongoing program and whose appointment does not have a termination date.

2. Employee occupies a position which is within the authorized position ceiling as provided in the State Appropriations Act.

3. Employee has at least six (6) continuous months of service in the present position.

Exempt Employees in the [~~Hawaii Housing Authority~~] Housing & Community Development Corporation of Hawaii who are identified in the Letter of Understanding above, shall not be disciplined without proper cause. Grievances concerning the discipline of these Employees shall also be handled in accordance with the provisions of Article 11, Grievance Procedure, notwithstanding that such Employees are appointed for a definite term, provided that they meet conditions 2 and 3 listed above. It is understood and agreed that the Grievance Procedure shall not apply to the non-renewal of the employment contracts of such Employees or to the non-reappointment of such Employees after their employment termination dates.

Paragraph B does not apply to Employees in programs which provide temporary public service employment, such as SCET and CETA.

C. Disciplinary action taken against any Employee [~~in writing~~] shall be considered confidential.

D. When an Employee is orally reprimanded, it shall be done privately.

E. Written Reprimands.

1. A written reprimand issued to an Employee shall contain the specific reasons for the action and a statement that the Employee may consult the Union on the matter.

2. The written reprimand shall be issued to the Employee in person or, if impracticable, mailed to the Employee's last known address.

F. Suspensions.

1. Whenever an Employee is suspended for four (4) or less working days, the Employee shall be given written notice of the suspension within forty-eight (48) hours after the suspension; provided that, for suspensions of five (5) or more working days, the Employee shall be given written notice of the suspension prior to the commencement of the suspension. The notice shall contain the following:

a. The specific reason(s) for the suspension;

b. The effective date(s) of the suspension; and

c. A statement that the Employee may consult with the Union on the matter.

2. The notice of suspension shall be provided to the Employee in person or, if impracticable, mailed to the Employee's last known address.

G. Discharges and Disciplinary Demotions.

1. Whenever a discharge or disciplinary demotion action is to be taken against an Employee, the Employee shall be given a written notice of such action. The notice shall contain the following:

a. The specific reason(s) for the action;

b. The effective date(s) of the discharge or disciplinary demotion;

c. An opportunity to respond prior to the effective date of the discharge or disciplinary demotion action; and

d. A statement that the Employee may consult with the Union on the matter.

2. A written notice of a discharge or disciplinary demotion action shall be issued to the Employee in person, or if impracticable, mailed to the Employee's last known address at least ten (10) days prior to the discharge or disciplinary demotion action.

3. A disciplinary demotion shall be for a specified period of time.

This MEMORANDUM OF AGREEMENT is effective on the day first set forth above and shall continue in effect until such time that the provisions herein are incorporated into the BU 4 collective bargaining agreement with the printing of the next BU 4 collective bargaining agreement.


IN WITNESS WHEREOF, the parties hereto by their authorized representatives have executed this MEMORANDUM OF AGREEMENT as of the effective date written above.

FOR THE EMPLOYER:

FOR THE HAWAII GOVERNMENT
EMPLOYEES ASSOCIATION:



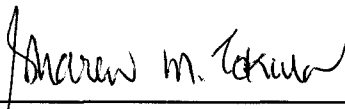
State of Hawai'i and
Office of Collective Bargaining



Russell K. Okata, Executive Director



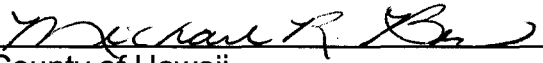
Hawaii Health Systems Corporation

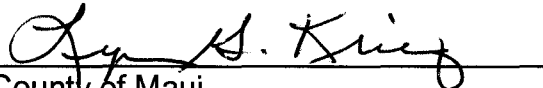


Judiciary



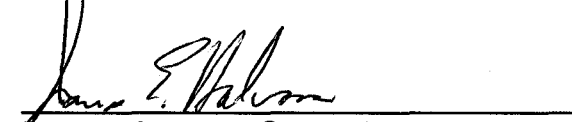
City and County of Honolulu


County of Hawaii


County of Maui


County of Kauai

APPROVED AS TO FORM


Deputy Attorney General