

SUPPLEMENTAL AGREEMENT

THIS AGREEMENT is entered into by and between the State of Hawai'i, the Board of Regents of the University of Hawai'i and the Hawai'i Government Employees Association, AFSCME Local 152, AFL-CIO.

The Employer and the Union agree that for the period July 1, 2009 to June 30, 2011 the following articles which are attached hereto shall be in effect and shall supercede the corresponding articles in the 2009 – 2011 Unit 8 collective bargaining agreement:

Article 10A – Employment Rights
Article 18A – Temporary Assignment
Article 19A – Overtime
Article 24A – Compensation Adjustments
Article 27A – Professional Improvement Leave
Article 36A – Parking
Article New – Standby Pay

If there is no extension of this Supplemental Agreement, the following articles in effect on July 1, 2011 shall be applicable:

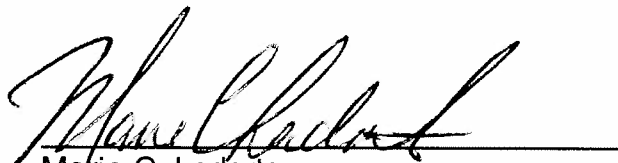
Article 10 – Employment Rights
Article 18 – Temporary Assignment
Article 19 – Overtime
Article 24 – Compensation Adjustments
Article 27 – Professional Improvement Leave
Article 36 – Parking

During the term of this Supplemental Agreement, the parties agree that they will not reopen negotiations on the articles covered by this Agreement.

The parties further agree to meet prior to the expiration of this Supplemental Agreement at a reasonable time and place to determine whether the terms of this Agreement will be extended.

FOR THE EMPLOYER:

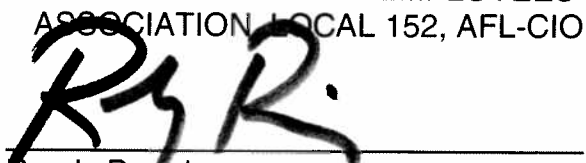
STATE OF HAWAI'I



Marie C. Laderfa
Chief Negotiator

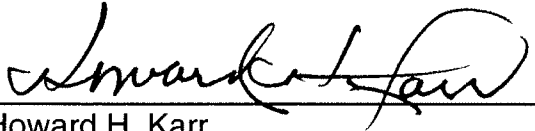
FOR THE UNION:

HAWAI'I GOVERNMENT EMPLOYEES
ASSOCIATION LOCAL 152, AFL-CIO



Randy Pereira
Executive Director

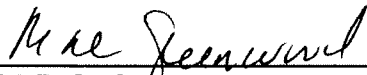
UNIVERSITY OF HAWAII:



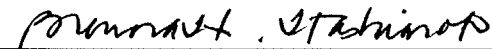
Howard H. Karr
Chairperson, Board of Regents



Dennis I. Hirota
Vice Chairperson, Board of Regents




M.R.C. Greenwood
President



Brenna H. Hashimoto
Its Spokesperson

APPROVED AS TO FORM:



Christine S.Y. Chun
University Associate General Counsel

ARTICLE 10A – EMPLOYMENT RIGHTS

This article shall remain in effect for the duration of this contract period and through June 30, 2011. Thereafter, Article 10 – Employment Rights shall govern if there is no executed Memorandum of Agreement to extend Article 10A – Employment Rights beyond June 30, 2011.

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

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

C. Employees who have employment security and (1) have an appointment with a specified ending date or (2) are notified of impending termination 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. It shall be the Employee's obligation to self-identify as having priority status when applying for vacancies. Employees shall be entitled to exercise their Priority 1 status up to 90 days prior to their date of termination.

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 for 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 the vacancy 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 a 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 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 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 employment security 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 forgoing 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, 2011. Thereafter, Article 18 – Temporary Assignment shall govern if there is no executed Memorandum of Agreement to extend Article 18A – Temporary Assignment beyond June 30, 2011.

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 approximately six percent (6%) of the monthly salary effective the first whole day of such temporary assignment.

2. If the Employee is assigned work of a position two (2) or more pay bands above the Employee’s own pay band, the temporarily assigned Employee shall receive a stipend equivalent to five (5) steps on the Employee’s own pay band or approximately ten percent (10%) of the monthly salary effective the first whole day of such temporary assignment.

3. The stipend amount shall be appropriately prorated to reflect the actual duration of the temporary assignment.

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

5. Additional compensation for temporary assignment shall not apply to an Employee who is filling a “deputy” or “assistant” position before such assignment, which inherently requires the assumption of the duties and responsibilities of the higher level position during the absence of the incumbent of the higher level position.

6. The temporary assignment must be made by and approved by the Employer’s authorized designee.

ARTICLE 19A – OVERTIME

This article shall remain in effect for the duration of this contract period and through June 30, 2011. Thereafter, Article 19 – Overtime shall govern if there is no executed Memorandum of Agreement to extend Article 19A – Overtime beyond June 30, 2011.

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

B. Whenever an Employee in pay band A or B works upon proper written authority in excess of forty (40) straight time hours per week, the Employee shall have the option of cash payment or compensatory time off at the rate of one and one-half (1 ½) 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 in pay bands C and D may be compensated in the form of (a) a stipend or (b) be given compensatory time off at the one and one-half (1 ½) 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 band C	\$250
for Employees in pay band D	\$300

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 the 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 24A – COMPENSATION ADJUSTMENTS

This article shall remain in effect for the duration of this contract period and through June 30, 2011. Thereafter, Article 24 – Compensation Adjustments shall govern if there is no executed Memorandum of Agreement to extend Article 24A – Compensation Adjustments beyond June 30, 2011.

Special Compensation Adjustments

The Union hereby agrees that the Employer may grant special salary compensation adjustments. Such special compensation adjustments shall be in accordance with procedures jointly developed by the parties and incorporated in the Systemwide Administrative Procedures A9.210.

ARTICLE 27A – PROFESSIONAL IMPROVEMENT LEAVE

This article shall remain in effect for the duration of this contract period and through June 30, 2011. Thereafter, Article 27 – Professional Improvement Leave shall govern if there is no executed Memorandum of Agreement to extend Article 27A – Professional Improvement Leave beyond June 30, 2011.

A. For the purpose of improving professional services, the Employer shall encourage Employees to apply for and shall grant ten (10) professional development leaves of absence under conditions set forth in this Article.

B. An Employee who has served six (6) continuous active years with the University shall qualify for such leave of absence. Such leave shall be for a period not to exceed one (1) year.

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

1. If the leave is for a period of 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 a 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. Employees who meet the requirements of Section B above may be granted professional improvement leaves with pay of durations shorter than six (6) months, provided that the total leave taken within a professional improvement leave period does not exceed that provided for regular professional improvement leaves.

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

F. The 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 36A – PARKING

This article shall remain in effect for the duration of this contract period and through June 30, 2011. Thereafter, Article 36 – Parking shall govern if there is no executed Memorandum of Agreement to extend Article 36A – Parking beyond June 30, 2011.

1. The provisions of this section shall apply to Employees under the following conditions:

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

b. The Employee is required to use a personal vehicle a minimum of 20 times or 200 miles per month on an on-going basis.

2. Employees who meet the conditions specified in Paragraph 1 of this section shall be offered a University parking permit from among those parking permits allocated to the appropriate Dean, Director, or Chancellor for assignment to employees, and as space becomes available.

3. The University parking rates for Employees who meet the conditions specified in Paragraph 1 of this section shall be thirty percent (30%) of the applicable University parking rates, if any, approved and as may be amended by the Board of Regents.

4. 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 NEW – STANDBY PAY

This article shall remain in effect for the duration of this contract period and through June 30, 2011.

A. An Employee is deemed to be on standby duty when the Employee is assigned in writing by the respective Senior Vice President, Chancellor, Dean, or Director to remain at home or at any other designated place for a specified period for the purpose of responding to calls for immediate service after the Employee's normal hours of work, on the Employee's scheduled day off or on holidays.

B. For each twenty-four hour period or portion thereof of assigned standby duty the Employee shall be paid an amount equal to twenty-five percent (25%) of the Employee's daily rate or portion thereof of the daily rate.

C. The carrying and/or activation of a pager or cellular telephone (personal or Employer issued) during non-work hours does not constitute standby duty.

D. Whenever it is necessary for the Employee on standby duty to render immediate service in response to a call to work, the Employee shall be compensated in accordance with Article 19 – Overtime.

E. The fact that an Employee may be called to duty in cases of an emergency shall not, unless the employee is on standby duty, entitle the Employee to standby pay.