Memorandum of Understanding
Between the
Board of Regents of the University of Hawai‘i and the
Hawaii Government Employees Association
Article 14, Section I

This Memorandum of Understanding ("MOU") is entered into this ___ day of September, 2013 by and between the Board of Regents of the University of Hawai‘i ("Employer"), and the Hawai‘i Government Employees Association, AFSCME, Local 152, AFL-CIO ("Union").

WHEREAS, Article 14, Section I., of the 2013-2015 Unit 8 Agreement provides that: "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 rights back to the original fund source and FTE should such change be made."; and

WHEREAS, throughout the years the Employer has had to periodically change the funding source for positions due to the continuous reduction and decline of general fund revenues appropriated and allotted to the University of Hawaii by the State Legislature; and

WHEREAS, due to the continuous reduction and decline of general fund revenues appropriated and allotted to the University of Hawaii, the Employer is now required to annually make such temporary changes in the funding source for Unit 8 positions during various periods within a fiscal year; and

WHEREAS, this temporary change in funding source is necessary to ensure that adequate funding is provided to appropriately compensate a Unit 8 employee throughout the entire fiscal year; and

WHEREAS, this temporary change in funding source is merely an administrative reconciliation process that has no impact on an employee’s wages, benefits, or employment rights; and

WHEREAS, due to the fact that this temporary change will be on-going annually for an uncertain period, the parties have agreed to streamline the consultation process for such temporary changes during the current contract period of July 1, 2013 - June 30, 2015; and

WHEREAS, pursuant to §89-10(a), HRS, the parties wish to enter into this MOU to simplify the consultation process for such temporary changes in funding source for all Unit 8 positions.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. The Employer shall be permitted to make any temporary changes in funding source to Unit 8 position(s) to cover the salary of the respective position in cases where there is
insufficient general fund appropriations and that: 1) such change is temporary; 2) will not impact, in any way, the wages and benefits of the respective position; and 3) that the original funding source shall be restored by July 1st of the next fiscal year.

2. The Employer shall notify the respective Unit 8 employee of the temporary change in funding source by noting on the Payroll Notification Form (PNF) that: "Pursuant to Article 14.I. & MOU dated xx/xx/13, a temp change in fund source has occurred to this position. No change in benefits or rights to this position & original fund source shall be restored eff. 07/01/xx."

3. On August 1st of each year, the Employer shall transmit to the Union a list of all temporary change in funding source to Unit 8 positions that occurred within the fiscal year (7/1 - 6/30) which will include: 1) name of employee; 2) position number; and 3) college/department/unit, and campus.

4. This procedure shall only be applicable toward temporary changes that meet the conditions itemized in 1. above, and shall not be construed to be applicable to any other situation that does not meet these conditions in which consultation with the Union shall be required.

5. This MOU shall be effective upon its approval and run through June 30, 2015 unless either party decides to terminate this MOU by giving the other party thirty (30) days written notice.

This MOU constitutes the entire understanding between the parties on this matter and supersedes all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matters contained herein.

IN WITNESS WHEREOF, the Employer and the Union, by their authorized representatives, have executed this MOU on the day and year written above.

FOR THE EMPLOYER:
STATE OF HAWAI’I
UNIVERSITY OF HAWAI’I

[Signature]
Its Chairperson, Board of Regents

FOR THE UNION:
HAWAI’I GOVERNMENT EMPLOYEES ASSOCIATION

[Signature]
Its Executive Director

[Signature]
Its President