Memorandum of Understanding
Between the Board of Regents, University of Hawai‘i, and the Hawai‘i Government Employees Association
Bargaining Unit 8
Supplemental Time Off/Professional Development

This Memorandum of Understanding ("MOU") is entered into this 24th day of April 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"), on behalf of employees in bargaining unit 8 employed by the University of Hawai‘i.

WHEREAS, in recognition of those active and in-service bargaining unit 8 employees who were subjected to the five percent (5%) salary reduction in both fiscal years 2012 and 2013 and in the mutual interest of the Employer and the Union, the parties have agreed to the following:

1. Effective upon the date of a favorable ratification vote toward the successor Unit 8 collective bargaining agreement for the duration of July 1, 2013 through June 30, 2015, the Employer shall provide Supplemental Time Off/Professional Development days with pay in fiscal years 2014 and 2015 for all 11-month employees and 9-month employees who were subjected to the five percent (5%) salary reduction in both fiscal years 2012 and 2013 as follows:

   a. The four (4) working days preceding New Year’s Day in calendar year 2013 (i.e. December 26, 27, 30 and 31); and
   b. The four (4) working days preceding New Year’s Day in calendar year 2014 (i.e. December 26, 29, 30 and 31).

2. If an employee’s (who is entitled to these Supplemental Time Off/Professional Development days with pay) duties require the employee to work during any one of the Supplemental Time Off/Professional Development leave day(s), then the employee shall receive a comparable Supplemental Time Off/Professional Development leave day(s) at a later date and within the applicable fiscal year with the concurrence of his or her supervisor.

3. If the Employer decides to provide its employees in other bargaining units (i.e. Units 1, 2, 3, 4, 7, 9 and 10) with any type or form of Supplemental Time Off (STO) during these periods identified in 1. above during the term of this MOU, then all Unit 8 employees shall also be provided the equivalent amount of days, over and above these Supplemental Time Off/Professional Development leave day(s), which will be taken at a later date and within the applicable fiscal year with the concurrence of his or her supervisor.

4. The Employer and the Union agree to resolve any issues that may arise from the implementation of this MOU.
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.

This MOU shall automatically become effective on the first date of the 2013-2015 Unit 8 successor agreement and shall have the same duration and term of the successor Unit 8 agreement.

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: FOR THE UNION:

UNIVERSITY OF HAWAI’I HAWAI’I GOVERNMENT EMPLOYEES ASSOCIATION

[Signature]
Its Chairperson, Board of Regents [Signature]
Its Executive Director

[Signature]
Its President