Addendum to the
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 Addendum to the Memorandum of Understanding ("MOU") entered on April 24, 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"), regarding Supplemental Time Off/Professional Development on behalf of employees in bargaining unit 8 employed by the University of Hawai‘i, is mutually agreed upon as of this 17th day of November 2013.

WHEREAS, in addition to recognizing 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, the parties have agreed to acknowledge those active and in-service bargaining unit 8 employees who were subjected to the five percent (5%) salary reduction in partial periods between fiscal years 2012 and 2013 as follows:

1. All active and in-service bargaining unit 8 employees who were subjected to the five percent (5%) salary reduction as a bargaining unit 8 employee in partial periods between fiscal years 2012 and 2013 shall be entitled to a prorated amount of Supplemental Time Off/Professional Development (STO/PD) determined by the following formula:

   a. Prorated amounts are based on paid working days or hours during defined quarters of:
      a. 1st quarter - July 1st - September 30th;
      b. 2nd quarter - October 1st - December 31st;
      c. 3rd quarter - January 1st - March 31st;
      d. 4th quarter - April 1st - June 30th.

   b. For full time (1.00 FTE) employees and for each quarter in fiscal years 2012 and 2013, if an employee was subjected to the five percent (5%) salary reduction for at least forty-five (45) full time (i.e. 8 hours) paid working days or 360 paid hours during a quarter within a fiscal year, the employee shall be entitled to one (1) STO/PD day with pay in the respective fiscal year 2014 and 2015 for each quarter that meets the requirement. The STO/PD day(s) with pay shall be taken in accordance with the original dates designated by the MOU of April 24, 2013:

      1) The entitled STO/PD days with pay earned in fiscal year 2012 shall be taken on the STO/PD days in calendar year 2013 as designated by the MOU of April 24, 2013 which are the four (4) working days preceding New Year’s Day in calendar year 2013 (i.e. December 26, 27, 30 and 31).
2) The entitled STO/PD days with pay earned in fiscal year 2013 shall be taken on the STO/PD days in calendar year 2014 as designated by the MOU of April 24, 2013 which are the four (4) working days preceding New Year’s Day in calendar year 2014 (i.e. December 26, 29, 30 and 31).

c. For part time (.50 FTE) employees and for each quarter in fiscal years 2012 and 2013, if an employee was subjected to the five percent (5%) salary reduction for at least forty-five (45) part time (i.e. 4 hours) paid working days or 180 paid hours during a quarter within the fiscal year, the employee shall be entitled to one (1) STO/PD day(s) at four (4) hours with pay in the respective fiscal year 2014 and 2015 for each quarter that meets the requirement. The STO/PD day(s) at prorated hours with pay shall be taken in accordance with the original dates designated by the MOU of April 24, 2013:

1) The entitled STO/PD days with pay earned in fiscal year 2012 shall be taken on the STO/PD days in calendar year 2013 as designated by the MOU of April 24, 2013 which are the four (4) working days preceding New Year’s Day in calendar year 2013 (i.e. December 26, 27, 30 and 31).

2) The entitled STO/PD days with pay earned in fiscal year 2013 shall be taken on the STO/PD days in calendar year 2014 as designated by the MOU of April 24, 2013 which are the four (4) working days preceding New Year’s Day in calendar year 2014 (i.e. December 26, 29, 30 and 31).

d. For other FTE employees who were subjected to the five percent (5%) salary reduction for a partial period during a quarter within the fiscal year, the employee shall be entitled to a prorated time with pay in the respective fiscal year 2014 and 2015 for each quarter that met the requirement. The STO/PD time with pay shall be taken in accordance with the dates in b and c.

2. The STO/PD day(s) taken by the employee on any of the above-cited dates shall be determined by the employee’s supervisor based on the operational needs of the Employer. If the Employer is unable to allow the employee to take an STO/PD day off during the above-cited periods, then the employee shall receive a comparable STO/PD leave day(s) at a later date and within the applicable fiscal year with the concurrence of the employee’s supervisor.

3. In situations where an employee was in a Unit 8 APT 1.00 FTE position in fiscal years 2012 and 2013 that was split-funded (i.e. partial appropriated and partial non-appropriated) during a quarter, the employee shall be credited with the applicable portion/percentage of funds that was subjected to the five percent (5%) salary reduction on an hour by hour basis (e.g. 1.00 FTE at 50% appropriated and 50% non-appropriated would credit the employee to 4 hours per day; or similar situations such as 70% appropriated and 30% non-appropriated would credit the employee to 5.6 hours per day). A total of eight (8) hours will equal one (1) day and forty five (45) days shall entitle the employee to an STO/PD days as noted in 1.a. and b. above.
Employer will provide the Union with a list of the affected employees and the individual calculations for entitled STO/PD day(s) for each of the affected employees.

4. If an employee was on a combination of paid leave and leave without pay during any quarter within fiscal years 2012 and 2013, the same formula above will apply in calculating a prorated amount of STO/PD days to credit the paid leave portion only. The Employer will provide the Union with a list of the affected employees and the individual calculations for entitled STO/PD day(s) for each of the affected employees.

5. Any employee on leave without pay shall not be credited as to being subjected to the five (5) percent salary reduction and shall not receive any credit of portion thereof for any period of time during each quarter in which the employee was on leave without pay.

IN WITNESS WHEREOF, the Employer and the Union, by their authorized representatives, have executed this Addendum on the date written above.

FOR THE EMPLOYER:

UNIVERSITY OF HAWAI'I

John C. Fitzgerald

Its Chairperson, Board of Regents

FOR THE UNION:

HAWAI'I GOVERNMENT EMPLOYEES ASSOCIATION

Randy R. Park

Its Executive Director

David Lassner

Its President