

MEMORANDUM OF UNDERSTANDING
BU - 03
ALTERNATIVE WORKWEEK (AWW)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this 19th day of August, 2008, by and between the State of Hawaii ("Employer") and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO ("Union") on behalf of employees in Bargaining Unit 03.

In order to provide flexibility for employees in workweek scheduling consistent with the needs of the public, as well as the health and welfare of employees, certain provisions of the collective bargaining agreement must be modified for employees who elect alternative workweek schedules.

Pursuant to Article 23 of the BU 03 Collective Bargaining Agreement (CBA), the UNION and EMPLOYER agree that certain working conditions of the CBA shall be modified for Employees who elect alternative workweek schedules.

NOW THEREFORE, the UNION and the EMPLOYER mutually agree to the following:

1. The attached Alternative Workweek (AWW) Program Guidelines ("GUIDELINES") shall be followed to determine the working conditions for employees who choose to participate in an alternative workweek schedule.
2. Appendix A of the GUIDELINES shall be utilized by Departments of the EMPLOYER or their respective organizational components to designate variations of the GUIDELINES for:
 - a. Core work days;
 - b. Schedule options;
 - c. Start and/or end times of the work day;
 - d. Duration of the work schedule; and
 - e. Situations when Employee-participants shall revert to an eight-hour, five-day work schedule.

Departments shall provide copies of Appendix A for their respective organizational components to the UNION.

3. Other modifications to the GUIDELINES may be proposed by a Department to accommodate unique requirements not addressed by the GUIDELINES or its Appendix A. Such modifications shall not otherwise alter provisions of the GUIDELINES and shall become effective following consultation with the UNION.

4. The following provisions of the CBA shall be modified as detailed in the GUIDELINES:

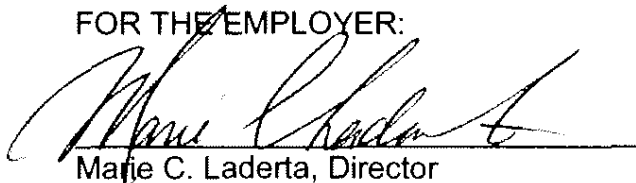
- Article 23 -- Overtime
- Article 27 -- Call Back Pay
- Article 30 -- Night Differential
- Article 34 -- -Holidays
- Article 35 -- Vacation Leave
- Article 36 -- Sick Leave
- Article 37 -- Funeral Leave
- Article 42 -- Military Leave

Nothing in this agreement shall be interpreted to mean that the EMPLOYER must provide for alternative workweek options where work efficiency and production, services provided, or access to services will be reduced, or election of such options by employees will result in increased costs to the EMPLOYER.

THIS MOU SHALL BE EFFECTIVE from July 1, 2007, to and including June 30, 2009, unless either of the parties terminates this MOU by giving thirty (30) days written notice.

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

FOR THE EMPLOYER:



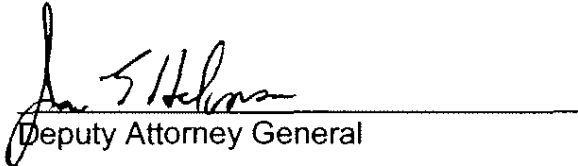
Marie C. Laderta, Director
Department of Human Resources
Development and
Chief Negotiator, Office of Collective
Bargaining

FOR THE UNION:



Randy Perreira, Executive Director
Hawaii Government Employees
Association

APPROVAL AS TO FORM:



Deputy Attorney General