

MEMORANDUM OF UNDERSTANDING
Bargaining Units 03 and 04
Article 36 – Sick Leave
Notification of Illness, Call-In Procedure

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this 1st day of July, 2007, by and between the University of Hawai'i, State of Hawaii ("Employer") and the Hawaii Government Employees Association ("Union") on behalf of employees in Bargaining Units 3 and 4.

WHEREAS; at the Mānoa Campus, the EMPLOYER retains EMPLOYEES for the purpose of providing for the safety of students, faculty, staff, visitors and distinguished guests to University grounds and facilities on a year round 24 hours a day 7 days a week basis.

WHEREAS; the EMPLOYER has suffered disruptions in the staffing of security work schedules arising from the late notification of absences due to illness of EMPLOYEES and as a consequence the EMPLOYER has had to (a) shift EMPLOYEES between assigned patrol "beats" (assignments) on an ad hoc basis resulting in potential breaches of security coverage, (b) required on-duty EMPLOYEES who have completed their regularly assigned watch to continue to work on an overtime basis in order to substitute for absent scheduled workers and (c) has had to recall EMPLOYEES to substitute for EMPLOYEES scheduled for work but who are absent.

WHEREAS; the EMPLOYER has incurred additional operating costs arising from the payment of overtime and recall penalties to substitute workers because scheduled EMPLOYEES have failed to report at the designated start time of their assigned work shift.

WHEREAS; the EMPLOYER believes that the very short notice to EMPLOYEES on duty who continue to work on an overtime basis beyond the EMPLOYEE'S regular scheduled work shift when other scheduled EMPLOYEES fail to report to work imposes a burden to those EMPLOYEES required to work overtime, and may also be disruptive to their personal plans.

WHEREAS; the EMPLOYER, if given sufficient advanced notice, may be able to initiate other remedial actions, e.g. recall of other available EMPLOYEES to substitute for EMPLOYEES who are unable to report to work, and thereby possibly mitigate or minimize the negative impact on EMPLOYEES who are already at work.

WHEREAS; Article 36 - Sick Leave, in the Bargaining Units 3 and 4 collective bargaining agreements shall continue to be in effect and its provisions shall apply to the EMPLOYEES except as modified by the provisions of this Memorandum of Understanding.

WHEREAS; the EMPLOYER has the authority to create work schedules for EMPLOYEES and the EMPLOYER'S current practice is to schedule EMPLOYEES for an eight (8) hour work day in lieu of a work schedule that provides for a non-duty meal period.

WHEREAS; ALL EMPLOYEES are expected to report on-time to their assigned work shift at their scheduled work start time.

NOW, THEREFORE, the parties agree as follows:

1. Any EMPLOYEE assigned to the Security Office of the University of Hawai'i, Mānoa Campus, who is unable to report to the assigned work shift at the scheduled work start time due to illness shall telephone the Campus Security On-Duty Supervisor no less than two (2) hours before the EMPLOYEES'S scheduled start time. Call-in time to be based on the timepiece used by the Radio Telephone Operator (RTO). The EMPLOYEE shall inform the Campus Security On-duty Supervisor receiving the EMPLOYEE'S call that the EMPLOYEE will not be able to report to work or will be reporting late due to illness.
 - a. Any EMPLOYEE who provides two (2) hours advanced notification of illness required under paragraph 1 shall be placed on sick leave as provided in Article 36, depending on the individual EMPLOYEE'S sick leave balance, or other appropriate leave, with or without pay, for the period of work time missed.
 - b. In the event that any EMPLOYEE is unable to provide the two (2) hour advanced notice and desires to provide an explanation for not providing advanced notice, the EMPLOYEE may furnish the reason and any supporting documentation within two (2) work duty days following the EMPLOYEE'S return to duty. The EMPLOYER shall consider the EMPLOYEE'S reasons and supporting documentation in making a determination whether the two (2) hour advanced notice requirement is to be waived by the EMPLOYER. If the EMPLOYER accepts the reason and supporting documentation submitted by the EMPLOYEE and if a waiver is granted, the EMPLOYER shall make any necessary adjustments to the EMPLOYEE'S leave status.
 - c. Any EMPLOYEE who fails to provide the two (2) hour advanced notification of illness required under paragraph 1, unless the advance notification was waived under paragraph 1.b, shall be placed on unauthorized leave without pay for the period of work

time missed and shall be subject to paragraph 2.

2. Any EMPLOYEE who fails to provide the two (2) hour advanced notification of absence due to illness, unless the advanced notification was waived under paragraph 1.b., shall be subject to disciplinary action, as provided below.
 - a. Each day that the EMPLOYEE fails to provide the two (2) hour advanced notice required shall be counted as one violation, unless the advance notice requirement has been waived under paragraph 1.b. (Note: An EMPLOYEE who will be absent for one day or more must still meet the two (2) hour advanced notice requirement for each day that he/she is absent. However, this requirement may be met by the EMPLOYEE notifying the EMPLOYER on the first day of absence of the number of days that the EMPLOYEE anticipates that he or she may be absent from work and an anticipated date the employee expects to be able to return to work.)
 - b. For a two (2) year period from the date of the last violation, any repeat failure to call in an absence from work two (2) hours in advance of the EMPLOYEE'S scheduled work start time may result in progressive disciplinary action in accordance with the guideline below, provided, that the specific degree of discipline taken shall be determined by the EMPLOYER on a case-by-case basis. Any disciplinary action taken by the EMPLOYER may be subject to the EMPLOYEE'S due process rights as set forth in the collective bargaining agreement for Bargaining Unit 3.

1 st Violation	Counseling
2 nd Violation	Oral Reprimand
3 rd Violation	Written Reprimand
4 th Violation	Suspension without pay for 1 working day
5 th Violation	Suspension without pay for 5 working days
6 th Violation	Suspension without pay for 20 working days
7 th Violation	Discharge

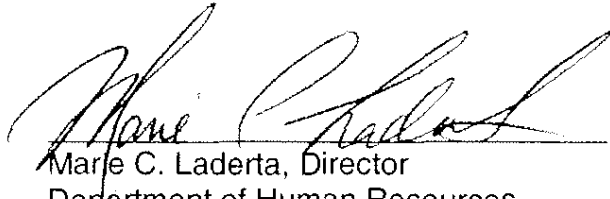
3. In the event that an EMPLOYEE on sick leave determines that he or she is able to return to work prior to the date that the EMPLOYEE had originally reported as the EMPLOYEE'S anticipated return to work date, such EMPLOYEE is requested, whenever possible, to call and inform the EMPLOYER the day preceding the EMPLOYEE'S revised return to work date, so that the EMPLOYER may make appropriate adjustments in work schedules to facilitate Security Office operations

and to minimize the impact of work schedule changes on other
EMPLOYEES.

THIS MOU SHALL BE EFFECTIVE from July 1, 2007, to and including
June 30, 2009, unless either of the parties terminates this Agreement by giving thirty
(30) days written notice, provided that by mutual agreement such thirty (30) days
notice may be waived.

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:



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

FOR THE UNION:



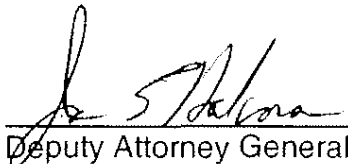
Randy Perreira, Executive Director
Hawai'i Government Employees
Association

University of Hawai'i:



Brenna H. Hashimoto
System Director of Human Resources

APPROVAL AS TO FORM AND CONTENT:


Deputy Attorney General