MEMORANDUM OF UNDERSTANDING
BU - 09
ALTERNATIVE WORKWEEK (AWW)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on this 18th 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 09.

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 26 of the BU 09 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 26 -- Overtime
Article 29 -- Call Back Pay
Article 32 -- Differential
Article 40 - -Holidays
Article 41 -- Vacation Leave
Article 42 -- Sick Leave
Article 43 -- Funeral Leave
Article 51 -- 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. Ladera, 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