SUPPLEMENTAL AGREEMENT (BU 09)
ARTICLE 51 – MILITARY LEAVE

This SUPPLEMENTAL AGREEMENT is entered into this 5th day of October, 2004, by and between the State of Hawaii, the Judiciary, and the Hawaii Health Systems Corporation, hereafter referred to as the “Employer”; and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO, hereafter referred to as the “Union”, on behalf of Employees in Bargaining Unit 09.

WHEREAS, Article 51 – Military Leave, paragraph A.2. provides that an employee may elect to take advanced military leave with pay for being called to active duty a second time during a calendar year if the second call to active duty is in a different Federal Fiscal Year;

WHEREAS, the Attorney General of the State of Hawaii has opined that it is not a requirement of law that the second call to active duty be in a different Federal Fiscal Year for the Employee to request an advance of paid military leave; and

WHEREAS, the Employer and the Union fully support all our Employees and their families when called to active duty to serve in the armed forces of the United States at the call of the President;

NOW, THEREFORE, the Employer and the Union hereby agree to modify the provisions of Article 51. – Military Leave, of the Unit 09 Agreement in the following manner:

ARTICLE 51 – MILITARY LEAVE

A. Military Leave With Pay.

1. No change to existing language.

2. If an Employee is called to active duty or required to report for camp training or field maneuvers by official military orders a second time within a calendar year [but which call out falls in a different federal fiscal years (October 1 to September 30)], the Employee may elect to use up to fifteen (15) working days of military leave with pay from the succeeding calendar year; provided that the Employee’s entitlement to the working days advanced shall be canceled from the succeeding calendar year, and the Employee shall so agree in writing. The Employee who is advanced military leave with pay shall be required to reimburse the [State] Employer an amount equivalent to the days advanced in the event the Employee leaves [State] employment prior to completion of a year’s service in the succeeding year from which leave was advanced, except in the case of death of the Employee.
SUPPLEMENTAL AGREEMENT
MILITARY LEAVE WITH PAY
BARGAINING UNIT 09

B. No change to existing language.

This Supplemental Agreement shall be effective July 1, 2004 and shall have the same duration as provided in the Bargaining Unit 09 Collective Bargaining Agreement. Effective July 1, 2005, this amendment shall be incorporated into and become a part of Article 51 - Military Leave, provided that this modification was not further amended through negotiations and mutual agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Supplemental Agreement.

EMPLOYER:

STATE OF HAWAII

THE JUDICIARY

HHSC

Approved as to form:

ATTORNEY GENERAL

UNION:

HGEA

Rudy Peis

Newspapers