

**MEMORANDUM OF UNDERSTANDING
BARGAINING UNITS 02, 03, 04, 09, and 13
TELEWORK PROGRAM**

This MEMORANDUM OF UNDERSTANDING is entered into on this 15th day of June, 2010, by and between the State of Hawaii (hereinafter referred to as "Employer") and the Hawaii Government Employees Association ("Union") on behalf of employees in Bargaining Units 02, 03, 04, 09, and 13.

WHEREAS, telework provides a viable alternative work option that departments may utilize to improve program effectiveness and employee productivity and morale; reduce traffic congestion; and effectively continue operations in times of emergency and/or disaster situations.

WHEREAS, for emergency planning, telework provides a viable alternative work option for employees to increase social distances between themselves and others in order to minimize their risk of exposure to infection or illness;

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

1. The applicable provisions of the attached Telework Program Guidelines ("GUIDELINES") shall be followed by Employer in implementing telework for employees.
2. Attachment B of the GUIDELINES, "Telework Agreement," shall be provided by Employer to the UNION for employees whose requests to participate in the Telework Program have been approved by Employer.
3. The following provisions of the Bargaining Units 02, 03, 04, 09, and 13 collective bargaining agreements ("CBAs") shall be modified as detailed in the GUIDELINES:

Bargaining Unit 02

- Article 3 – Maintenance of Rights and Benefits
- Article 18 – Personal Rights and Representation
- Article 20 – Safety and Health
- Article 23 – Overtime
- Article 30 – Night Differential
- Article 35 – Vacation Leave
- Article 36 – Sick Leave
- Article 41 – Travel
- MOA - Grievance Procedure (executed 11/20/2007)

Bargaining Units 03 and 04

- Article 3 – Maintenance of Rights and Benefits
- Article 17 – Personal Rights and Representation
- Article 19 – Safety and Health
- Article 23 – Overtime
- Article 30 – Night Differential
- Article 35 – Vacation Leave
- Article 36 – Sick Leave
- Article 44 – Travel
- MOA - Grievance Procedure (executed 11/20/2007)

Bargaining Unit 09

Article 3 – Maintenance of Rights and Benefits
Article 20 – Personal Rights and Representation
Article 21 – Safety and Health
Article 23 – Hours of Work
Article 26 – Overtime
Article 32 – Differential
Article 36 – Travel
Article 41 – Vacation Leave
Article 42 – Sick Leave
MOA - Grievance Procedure (executed 11/20/2007)

Bargaining Unit 13

Article 3 – Maintenance of Rights and Benefits
Article 17 – Personal Rights and Representation
Article 19 – Safety and Health
Article 21 – Office Hours and Work Schedules
Article 25 – Overtime
Article 32 – Night Differential
Article 36 – Vacation Leave
Article 37 – Sick Leave
Article 45 – Travel
MOA - Grievance Procedure (executed 11/20/2007)

4. The following provisions of the Bargaining Units 02, 03, 04, 09, and 13 CBAs are not applicable to employees during their scheduled work hours under the Telework Program:

Bargaining Units 02, 03 and 04

Article 26 – Standby Pay
Article 27 – Call Back Pay
Article 28 – Show-Up Time and Reporting Pay

Bargaining Unit 09

Article 28 – Standby Pay
Article 29 – Call Back Pay
Article 30 – Show-Up Time and Reporting Pay

Bargaining Unit 13

Article 28 – Standby Pay
Article 29 – Call Back Pay
Article 30 – Show-Up Time and Reporting Pay

5. Should other Articles of the respective Bargaining Unit 02, 03, 04, 09, and 13 CBAs be impacted by the Telework Program, appropriate provisions shall be negotiated between the parties

6. The parties agree to meet, discuss, and endeavor to resolve issues and concerns that may arise while this MOU is in effect.


7. Nothing herein shall be construed to limit, restrict, or deny Employer's right to approve or deny an employee's request for participation in the Telework Program. The Employer's decision to approve or deny an employee's request is a management prerogative.

THIS MOU SHALL BE EFFECTIVE from June 15, 2010, to and including June 30, 2011, unless either of the parties terminates this MOU by giving the other party thirty (30) days prior 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:

FOR THE UNION:

for 

Director, Department of Human Resources
Development and
Chief Negotiator, Office of Collective
Bargaining



Executive Director
Hawaii Government Employees Association

APPROVAL AS TO FORM:



Deputy Attorney General

