

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNIVERSITY OF HAWAII, BOARD OF REGENTS AND  
THE UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY  
MILITARY LEAVE**

This Memorandum of Agreement (“MOA”) is entered into between the University of Hawai‘i Professional Assembly (“Union”), the State of Hawai‘i and the Board of Regents of the University of Hawai‘i (“Employer”).

WHEREAS, Article VI, Leaves of Absence With Pay, Section C. Vacation Leaves, Paragraph 13 of the 2015 – 2017 Unit 7 Agreement states: “*A Faculty Member who, pursuant to Federal statutes, is called or ordered and reports either voluntarily or involuntarily for active military duty with a branch of the U.S. Armed Forces shall be deemed to have terminated service for the purposes of this Article. The Faculty member’s choice of lump sum payment for vacation allowance will not of itself cause the forfeiture of unused sick leave credits.*”; and

WHEREAS, the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. §§ 4301-4335 (USERRA) prohibits employers from requiring any person whose employment is interrupted by a period of service in the uniformed services, to use vacation leave during such period of service; and

WHEREAS, USERRA provides that any person whose employment with an employer is interrupted by a period of service in the uniformed services shall be permitted, upon request of that person, to use during such period of service any vacation leave accrued by the person before the commencement of such service; and

WHEREAS, pursuant to HRS, §89-10(a), the Employer and Union wish to enter into this MOA to modify Article VI, Leaves of Absence with Pay, Section C., Paragraph 13, and Article VII, Leaves Without Pay, Section D. Applications, of the 2015-2017 Unit 7 Agreement to comply with the USERRA provisions noted above.

NOW, THEREFORE, by mutual agreement the Employer and Union agree as follows:

1. Article VI, Leaves of Absence with Pay, Section C. Vacation Leaves, Paragraph 13, shall be entirely replaced by the following:

*A Faculty Member whose employment is interrupted by a period of service in the uniformed services shall be permitted, upon request of that Faculty Member, to use during such period of service any vacation leave accrued as of the commencement of such service. The Faculty Member has the option to: 1) substitute any available paid vacation leave for otherwise unpaid military leave; or 2) be paid their available vacation leave allowance in a lump sum payment. The Faculty Member’s choice of lump sum*

*payment for vacation allowance will not of itself cause the forfeiture of accumulated sick leave credits.*

2. Article VII, Leaves Without Pay, Paragraph D. Applications, shall be entirely replaced by the following:

*D. MILITARY LEAVE*

1. *A Faculty Member whose appointment is expected to continue indefinitely or for a significant period of time shall be entitled to military leave without pay for the purpose of performing duties with the uniformed services.*
2. *Faculty Members who are granted military leave without pay may elect to apply accrued vacation leave to the period of otherwise unpaid military leave, subject to the applicable vacation leave provisions of this Agreement.*
3. *Upon conclusion of the military leave without pay, eligible Faculty Members shall be entitled to reemployment rights in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 38 U.S.C. §§ 4301-4335 (USERRA).*
4. *Administration and enforcement of military leaves shall be in accordance with applicable laws and regulations.*

3. Article VII, Leaves Without Pay, shall be amended by adding a new Paragraph E. to reinstate the prior language under Article VII, Leaves Without Pay, Paragraph D. Application as follows:

*E. APPLICATIONS*

*Applications for leave without pay must be submitted through the Chair to the Dean/Director or Vice Chancellor with a statement of the reason for such leave. The Dean/Director or Vice Chancellor shall note a recommendation on each application and shall forward each to the Chancellor.*

*When possible, applications other than for leaves without pay of an emergency nature should be initiated at least six (6) months in advance of the desired effective date.*

This Memorandum of Agreement shall be effective July 1, 2015 through June 30, 2017.

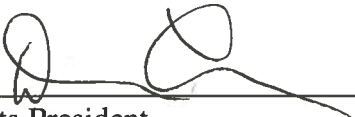
IN WITNESS WHEREOF, the Employer and Union, by their authorized representatives, have executed this Memorandum of Agreement.

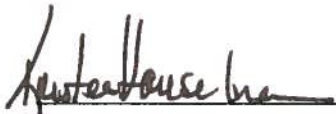
FOR THE EMPLOYER:

FOR THE UNION:


STATE OF HAWAII  
UNIVERSITY OF HAWAII

UNIVERSITY OF HAWAII  
PROFESSIONAL ASSEMBLY

  
\_\_\_\_\_  
Its President

  
\_\_\_\_\_  
Its Executive Director

STATE OF HAWAII

  
\_\_\_\_\_  
Its Chief Negotiator