

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF HAWAII, BOARD OF REGENTS AND
THE UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY
PRINCE KUHIO/GOOD FRIDAY HOLIDAY, FRIDAY, MARCH 25, 2016**

This Memorandum of Understanding (“MOU”) is entered into on this _____ day of February 2016, by and between the University of Hawai‘i Professional Assembly (“UHPA”), the State of Hawai‘i (“State”) and the Board of Regents of the University of Hawai‘i (“BOR”), on behalf of all University of Hawaii (“UH”) employees in Bargaining Unit 7.

WHEREAS, Article VI, Leaves Of Absence With Pay, paragraph G. Holidays, of the 2015-2017 Unit 7 Agreement, provide days within the calendar year that are recognized paid holidays afforded to UH employees in Bargaining Unit 7; and

WHEREAS, due to calendar year 2016, Prince Kuhio holiday (Twenty-six day of March) and Good Friday holiday (Friday preceding Easter Sunday) will be both observed on Friday, March 25, 2016; and

WHEREAS, the 2015-2017 Unit 7 Agreement does not provide a negotiated procedure to follow in the event that two designated Holidays fall on the same date and the UH believes its employees should not lose the benefit of observing these two Holidays; and

WHEREAS, pursuant to HRS, §89-10(a), the parties have negotiated a procedure to resolve the dual holiday situation and to allow all UH employees in Bargaining Unit 7 to observe the additional holiday in an equitable manner.

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

1. On March 25, 2016, all UH Unit 7 faculty members shall observe the first (1st) Holiday as provided for in Article VI, Leaves of Absence with Pay, paragraph G. Holidays.
2. For the second (2nd) holiday, on March 25, 2016, the UH will credit all eleven (11) month Unit 7 faculty members who accrue vacation leave in the C, R, S, B, and A classification, and any other Unit 7 faculty member who accrues vacation leave in accordance with Article VI, Leaves of Absence with Pay, paragraph C. Vacation Leaves, with one (1) full day of vacation leave toward their accumulated vacation allowance in addition to the vacation allowance earned under Article VI, Leaves of Absence with Pay, paragraph C. Vacation Leaves., in lieu of scheduling a mutually agreed upon day within the calendar year to observe the second (2nd) Holiday.
3. For those employees subject to 2. above, all other terms and conditions contained in Article VI, Leaves of Absence with Pay, paragraph C. Vacation Leaves, will remain unchanged and in full force and effect.

4. Effective upon the signing of this Agreement, all UH Unit 7 faculty members who do not earn vacation (i.e. 9 month faculty, 11 month faculty, and those Unit 7 faculty on the "off-duty plan" as provided for in the MOU - Duty Period of Research Faculty) shall observe the second (2nd) Holiday in the following manner:
 - a. The second (2nd) holiday shall be observed on a date after March 25, 2016 that is mutually agreeable to both the Unit 7 faculty member and their Chair, Dean, Director, and/or Supervisor as applicable, provided that the mutually agreed upon date shall occur in the same calendar year; and
 - b. If the Unit 7 faculty member and their Chair, Dean, Director, and/or Supervisor as applicable, are unable to agree upon a mutually agreed date to observe the second (2nd) holiday by April 25, 2016, the Chancellor of the respective campus shall make a final and binding decision on when the second (2nd) holiday shall be observed within the calendar year by May 9, 2016.
5. No other changes to any of the remaining Articles in the 2015-2017 Unit 7 Agreement are required to implement this procedure, and all Articles in the 2015-2017 Unit 7 Agreement remain in full force and effect.

This MOU shall be effective on the date entered above and shall terminate on January 1, 2017.

IN WITNESS WHEREOF, the UHPA, the State and the BOR have executed this MOU.

STATE OF HAWAII
UNIVERSITY OF HAWAII

UNIVERSITY OF HAWAII PROFESSIONAL
ASSEMBLY

Its President

Its Executive Director

STATE OF HAWAII

Its Chief Negotiator