

**Attachment A**  
**Policy No. 702.001**

AGREEMENT FOR  
TEMPORARY INTER-GOVERNMENTAL ASSIGNMENT

[Modify to indicate intra-governmental assignment or exchange and use of leave of absence without pay or detail as applicable.]

This Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the State of Hawaii, Department of (Name), hereinafter referred to as the "Sending Agency", and the (Name of Jurisdiction), (Department or Agency Name), hereinafter referred to as the "Receiving Agency" regarding the services of (Employee's Name), hereinafter referred to as the "Employee".

WHEREAS, section 78-27, Hawaii Revised Statutes, provides that the Sending Agency and the Receiving Agency may participate in a program of temporary inter-governmental assignment of employees with the approval of the respective Employers; and

WHEREAS, the Receiving and Sending Agencies desire to participate in a program of temporary intergovernmental assignment of employees; and

WHEREAS, (Describe the reason for the assignment, e.g., the Mayor of the City and County of Honolulu has offered the Employee employment with the City and County of Honolulu).

NOW THEREFORE, the parties agree to the following:

**A. Duration of the Temporary Inter-governmental Assignment.** It is understood and agreed that the Employee will be granted a leave of absence without pay from the Sending Agency to assume a temporary inter-governmental assignment with the Receiving Agency for the period commencing on (Month, Day, Year) and ending on (Month, Day, Year).

The Sending Agency agrees to provide the Receiving Agency the services of the Employee for the agreed period unless this Agreement is terminated in accordance with paragraph G.

**B. Duties To Be Performed by the Employee and Supervision of the Employee.** The Employee shall (Describe duties or provide general statement of the work to be performed).

The Employee shall perform the duties and responsibilities under the supervision and direction of (Name of individual and title at Receiving Agency).

**C. Compensation and Expenses.** The Receiving Agency shall compensate the Employee for the work performed by the Employee for the duration of this Agreement.

The Sending Agency shall not be responsible for any overtime, travel, transportation, or any other expenses that may be incurred by the employee in connection with his/her work for the Receiving Agency.

There shall be no compensation made to the Employee or the Employee's beneficiaries for the unexpired term of this Agreement for any reason, including death of the Employee.

**D. General Terms and Conditions**

1. Employee Status with the Sending Agency.

The Sending Agency shall grant a leave of absence without pay for the agreed period in paragraph A.

The Receiving Agency shall give the Employee of the Sending Agency an exempt appointment and grant the Employee rights and benefits as other exempt appointees of the Receiving Agency.

2. Effective Date with the Receiving Agency.

The Employee shall report to work with the Receiving Agency on (Month, Day, Year).

3. Rights and Benefits of the Employee.

a. Vacation and Sick Leave.

- 1) The Employee's vacation and sick leave credit balances with the Sending Agency shall remain with the Sending Agency.
  - a) The employee shall not accrue any vacation or sick leave credits in the position from which the leave of absence without pay is approved.
  - b) No credits or funds will be transferred from the Sending Agency to the Receiving Agency while the Employee is on a leave of absence from the Sending Agency.
  - c) If the Employee separates from employment with the Sending Agency while in the employ of the Receiving Agency, the Sending Agency shall process the vacation and sick leave credits as if the Employee had transferred to the Receiving Agency without a break in service on the date of the separation.
    - i. Funds for the Employee's accrued vacation credits shall be transferred to the Receiving Agency.
    - ii. The amount of the funds to be transferred for the accrued vacation credits shall be computed at the basic rate of pay the Employee was receiving immediately preceding the leave of absence without pay.
- 2) The Employee shall earn vacation and sick leave credits in the manner specified by the Receiving Agency.
  - a) The Receiving Agency shall be responsible for the costs associated with the accrual and use of vacation and sick leave while the Employee is employed by the Receiving Agency.
  - b) When the Employee ends service with the Receiving Agency and returns to the Sending Agency, the Receiving Agency shall process the vacation and sick

leave credits as though the Employee is being terminated from the Receiving Agency.

- i. The Employee may elect to be paid a lump sum amount for accrued, unused vacation credits by the Receiving Agency or to have the unused vacation credits transferred to the Sending Agency.
- ii. The amount of the lump sum shall be computed at the basic rate of pay the Employee was receiving from the Receiving Agency immediately preceding the return to the Sending Agency.
- iii. Accrued, unused sick leave shall be transferred to the Sending Agency upon termination from the Receiving Agency.
- iv. The date of termination from the Receiving Agency shall be such that the Employee returns to the Sending Agency, the first work day following the termination from the Receiving Agency.

b. Retirement

The Employee shall continue to receive the same service credit towards retirement benefits during the temporary inter-governmental assignment period in A., above, subject to the provisions of Chapter 88, Hawai'i Revised Statutes.

c. Health Care Coverage

The Employee shall be considered as having been transferred to the Receiving Agency for the purpose of health care coverage, subject to the provisions of Chapter 87A, Hawai'i Revised Statutes.

The Receiving Agency shall be responsible for notifying and enrolling the Employee in any new health care plan (e.g. VEBA Trust), if applicable to the Employee. (Note: if the employee is covered by a union VEBA Trust, Chapter 87D)

d. Deferred Compensation

The Employee's contributions to the State's Deferred Compensation Plan (DCP) shall be suspended unless the Receiving Agency participates in the State's DCP; provided that the Employee shall comply with and be subject to the DCP's and Receiving Agency's requirements, if any.

e. Disability or Injury

The Employee shall be considered an employee of the Receiving Agency for the purpose of disability or death resulting from personal injury arising out of and in the course of the temporary assignment.

**E. Return to the Sending Agency**

1. Upon the expiration or termination of this Agreement, the Employee shall report to work with the Sending Agency on the first working day following the expiration or termination of this Agreement. Failure to do so shall constitute a resignation by the Employee from the Employee's position with the Sending Agency unless the Employee proves to the satisfaction of the Sending Agency that the Employee's failure to report was excusable and the Employee's failure to report to work on the specified return date was beyond the Employee's control.
2. Upon return to the Sending Agency, the Employee's salary shall be computed as though the leave of absence without pay had not occurred.

3. Upon receipt of the statement of sick leave balance from the Receiving Agency, the Sending Agency shall credit the Employee's sick leave account.
4. The Employee shall be considered as having been transferred back to the Sending Agency for the purposes of health care coverage, subject to the provisions of Chapter 87A, HRS. (Note: if the employee is covered by a union VEB Trust, Chapter 87D)

**F. Modification of Agreement**

This Agreement may be amended at any time by mutual agreement between the parties.

**G. Termination of This Agreement**

1. At any time up to the date of commencement set forth in paragraph A, any party may terminate this Agreement provided that a written 30-day notice of termination is served on the other parties.
2. The Receiving Agency may terminate the Employee's employment at any time before the expiration of this Agreement.
  - a. The Receiving Agency shall immediately notify the Sending Agency of the termination.
  - b. The Sending Agency may continue the Employee's leave of absence without pay for up to thirty days after the termination before returning the Employee to employment with the Sending Agency in accordance with Section E of this Agreement.
3. Either the Sending Agency or Receiving Agency may terminate this Agreement at any time before the expiration of this Agreement by providing a 30-day written notice to the other Agency and the Employee.

4. The Employee may not appeal the termination of employment with the Receiving Agency, the continuation of the leave of absence without pay for up to 30 days by the Sending Agency, or the termination of this Agreement.
5. Whenever this agreement is modified or terminated, or the employee is terminated from service, the affected Human Resources Agencies and Payroll Agencies shall be notified immediately.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the date first written above.

STATE OF HAWAI'I

CITY & COUNTY OF HONOLULU

\_\_\_\_\_  
 \_\_\_\_\_, Director of \_\_\_\_\_  
 (Sending Agency)

\_\_\_\_\_  
 By Its \_\_\_\_\_

\_\_\_\_\_  
 Governor of Hawai'i

APPROVED AS TO FORM:

\_\_\_\_\_  
 State Attorney General

\_\_\_\_\_  
 Corporation Counsel

ACKNOWLEDGED:

\_\_\_\_\_  
 \_\_\_\_\_, Employee  
 (Name)

[Provide a copy of the completed Agreement to the Employee, affected Departments Heads and exclusive representative for the applicable collective bargaining unit. A completed copy is to be filed in the Employee's Official Personnel Folder.]