MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF HAWAII AND THE BOARD OF REGENTS OF THE UNIVERSITY OF HAWAII (the Employer)
AND
THE UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY (the Union)

This Memorandum of Agreement ("MOA") is entered and effective this 26th day of June, 2012
by and between the undersigned parties to memorialize the settlement of their dispute over
the payment of contributions to the HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND
("EUTF") for health care benefits provided to members of Bargaining Unit 7 during the period
from July through November 2011 on the following terms and conditions.

1. Subject to Section 3 below, the State of Hawaii through its Department of Budget and
Finance, shall reimburse Bargaining Unit 7 members employed between July 1, 2011
and November 30, 2011 an amount equal to up to a maximum of four (4) months (or a
prorated amount depending on length of enrollment period) the difference between the
total premium contributions they actually paid to the EUTF between July 1, 2011 and
November 30, 2011, and the total amount they would have paid if the Employer’s
contribution had been at the same dollar rate as the Employer’s dollar contribution rate
during that period for employees in bargaining unit 1. The determination of the
difference shall be made on the basis of the specific coverage selected by each
individual who was employed in Bargaining Unit 7 at any time between July 1, 2011 and
November 30, 2011, e.g., HMSA PPO full family coverage or Kaiser HMO Comprehensive
single member premium rate. (See attached comparison chart of bargaining unit 1
employee contribution EUTF premium rates.)

2. The Employer shall disburse reimbursement checks in the total amount of the
difference owed to each individual in bargaining unit 7 qualifying for such
reimbursements under the provisions of this MOA. The Employer shall make such
reimbursements not later than December 31, 2012. If the Employer is not able to
reimburse former Bargaining Unit 7 members, who otherwise did not retire, by
December 31, 2012 as the result of not having available contact information, the
Employer and Union shall meet prior to December 31, 2012 in an attempt to resolve
such cases as expeditiously as possible.

3. Notwithstanding anything stated to the contrary in Section 1, the total
reimbursement amount (excluding taxes if any payable by employees) paid by the State
of Hawaii pursuant to Section 1 shall not exceed the amount appropriated for
Bargaining Unit 7 in Act 112, SLH 2012.

4. This MOA shall constitute a full and final settlement, satisfaction and accord of any
and all claims, grievances and prohibited practice complaints that were or could have
been filed by University of Hawaii Professional Assembly ("UHPA") and Bargaining Unit 7
members that were or could have been asserted or filed pursuant to or arising out of
Article XXII of the 2009-2015 Collective Bargaining Agreement between the undersigned
parties covering Bargaining Unit 7 for the period addressed by this MOA. Promptly
following execution of this MOA by the Parties, UHPA shall dismiss with prejudice its
Prohibited Practice Complaint filed with the Hawaii Labor Relations Board in Case
Number CE-07-800.

STATE OF HAWAII

By

UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY

By

UNIVERSITY OF HAWAII

IT'S PRESIDENT

By

Joel J. N. Musto, PhD.