

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)

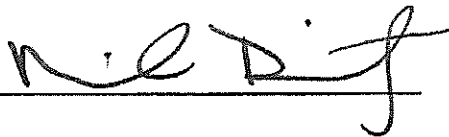
This Memorandum of Agreement ("MOA") is entered and effective this 26th day of June, 2012 by and between the undersigned parties to memorialize the settlement of their dispute over the payment of contributions to the HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND ("EUTF") for health care benefits provided 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
IT'S PRESIDENT

By 

UNIVERSITY OF HAWAII PROFESSIONAL ASSEMBLY

By 
for J.N. MUSTO, Ph.D.