MEMORANDUM OF AGREEMENT 
FOR BU 1 
EFFECTIVE JULY 1, 2009 THROUGH JUNE 30, 2011

This MEMORANDUM OF AGREEMENT is made and entered into on this 23rd day of 2010 by and between the United Public Workers, AFSCME Local 646, AFL-CIO, hereinafter referred to as the “UNION” and State of Hawaii, the Hawaii Health Systems Corporation, the Judiciary, the City and County of Honolulu, the County of Hawaii, the County of Maui, the County of Kauai, hereinafter referred to as the “EMPLOYER”, as defined in the HRS §89-6.

The salary schedule in effect on June 30, 2009 shall remain in effect until June 30, 2011.

Effective January 1, 2010 through June 30, 2010, Employees shall be furloughed from zero (0) up to thirteen (13) days, with a corresponding pay adjustment for each furlough day, as determined by the following:

- the governor in the case of all UPW State of Hawaii executive branch employees, except employees of the department of education, the University of Hawaii, the Hawaii Health Systems Corporation, and Hawaii State Public Library System,
- the respective mayors in the case of the counties,
- the chief justice of the supreme court in the case of UPW employees of the judiciary,
- the board of education in the case of UPW employees of the department of education and the Hawaii State Public Library System,
- the board of regents in the case of UPW employees of the University of Hawaii, and
- the Hawaii health systems corporation board in the case of UPW employees of the Hawaii health systems corporation.

Effective July 1, 2010 through June 30, 2011, Employees shall be furloughed from zero (0) up to twenty-four (24) days, with a corresponding pay adjustment for each furlough day, as determined by the following:

- the governor in the case of all UPW State of Hawaii executive branch employees, except employees of the department of education, the University of Hawaii, the Hawaii Health Systems Corporation, and Hawaii State Public Library System,
- the respective mayors in the case of the counties,
- the chief justice of the supreme court in the case of UPW employees of the judiciary,
- the board of education in the case of UPW employees of the department of education and the Hawaii State Public Library System,
- the board of regents in the case of UPW employees of the University of Hawaii, and
- the Hawaii health systems corporation board in the case of UPW employees of the Hawaii Health Systems Corporation.

The above-listed individuals or entities will develop their respective furlough schedules and the method and means for implementing furloughs.
Other issues pertaining to implementing the furloughs shall be at the discretion of the above-listed individuals or entities, with the understanding that the Employer shall notify the Union of any changes to the departments' furlough schedules and provide an opportunity for comment from the Union.

This Agreement may be signed in separate counterparts, and/or via facsimile, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Employer and the Union by their authorized representatives have executed this MEMORANDUM OF AGREEMENT.

STATE OF HAWAI'I

By

His Governor

Chief Negotiator and Director of Human Resources Development

Director of Budget and Finance

COUNTY OF HAWAI'I

By

Its Mayor

UNITED PUBLIC WORKERS, AFSCME LOCAL 646, AFL-CIO

By

DAYTON M. NAKANELUA, Director United Public Workers Local 646
COUNTY OF MAUI

By 
Its Mayor

COUNTY OF KAUAI

By 

CITY AND COUNTY OF HONOLULU

By 
Its Mayor

HAWAII HEALTH SYSTEMS CORPORATION

By 
its President & Chief Exec. Officer

Alice M. Hall
JUDICIARY

By

Administrative Director of the Courts

Human Resources Director

APPROVAL AS TO FORM

State Deputy Attorney General