

**MEMORANDUM OF AGREEMENT
FOR BARGAINING UNIT 8
COLLECTIVE BARGAINING AGREEMENT
EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2013**

This MEMORANDUM OF AGREEMENT is entered into this 30th day of June, 2011, by and between the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO, hereinafter called the UNION, and the State of Hawai'i and the University of Hawaii, hereinafter called the EMPLOYER, as defined in the HRS §89-6.

WHEREAS, Tentative Agreements dated April 6, 2011 were reached during negotiations of the collective bargaining agreement covering Employees in bargaining unit 8 effective July 1, 2011 through June 30, 2013.

NOW THEREFORE, the UNION and the EMPLOYER mutually agree that this MEMORANDUM OF AGREEMENT shall be used to implement the Tentative Agreements reached and the collective bargaining agreement referenced herein, effective July 1, 2011 through June 30, 2013.

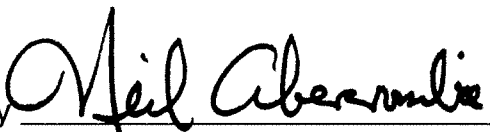
The UNION and the EMPLOYER agree that the terms and conditions of the collective bargaining agreement between the UNION and the EMPLOYER effective July 1, 2009 to, and including, June 30, 2011 for bargaining unit 8 is incorporated without change in the respective collective bargaining agreement for the period July 1, 2011 to, and including, June 30, 2013 except for the changes set forth below:

Article 40 Hawaii Employer-Union Health Benefits Trust Fund
Article 42 Duration

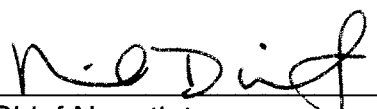
IN WITNESS WHEREOF, the UNION and the EMPLOYER by their authorized representatives have executed this MEMORANDUM OF AGREEMENT.

STATE OF HAWAI'I


HAWAII GOVERNMENT EMPLOYEES
ASSOCIATION, LOCAL 152, AFSCME,
AFL-CIO

By 
Its Governor

By 
Its Executive Director


Chief Negotiator

STATE OF HAWAII

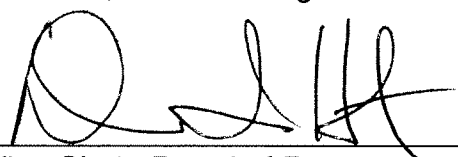


Director of Budget and Finance


UNIVERSITY OF HAWAII

By 

Its Chair, Board of Regents



Vice Chair, Board of Regents



President

- 1 e. Dual Coverage (medical, drug, chiro):
2 (1) HMSA
3 (2) Royal State
4

5 3. The amounts paid by the Employer in plan year 2011-2012 for each Employee-
6 Beneficiary with two or more dependent-beneficiaries shall be limited to those enrolled
7 in the following family Trust Fund Health Benefit Plans:

8
9 FAMILY BENEFIT PLAN

- 10
11 a. Medical (PPO, HMO, or HDHP)(& chiro)
12 b. Prescription Drug
13 c. Dental
14 d. Vision
15 e. Dual Coverage (medical, drug, chiro):
16 (1) HMSA
17 (2) Royal State
18

19 4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance
20 plan, the Employer shall pay a specific dollar amount equivalent to one hundred percent
21 (100%) of the premium rates established by the Trust Fund Board plus one hundred
22 percent (100%) of all administrative fees in plan year 2011-2012.

23
24 C. Effective July 1, 2012.

25
26 Effective July 1, 2012 for plan year 2012-2013, the Employer shall pay a specific
27 dollar amount equivalent to fifty percent (50%) of the premium rates established by the
28 Trust Fund Board for the respective health benefit plan plus fifty percent (50%) of all
29 administrative fees:

30
31 1. The amounts paid by the Employer in plan year 2012-2013 for each Employee-
32 Beneficiary with no dependent-beneficiaries shall be limited to those enrolled in the
33 following self only Trust Fund Health Benefit Plans:

34
35 SELF ONLY BENEFIT PLAN

- 36
37 a. Medical (PPO, HMO, or HDHP)(& chiro)
38 b. Prescription Drug
39 c. Dental
40 d. Vision
41 e. Dual Coverage (medical, drug, chiro):
42 (1) HMSA
43 (2) Royal State
44

45 2. The amounts paid by the Employer in plan year 2012-2013 for each Employee-
46 Beneficiary with one dependent-beneficiary shall be limited to those enrolled in the

1 following two-party Trust Fund Health Benefit Plans:

2
3 TWO-PARTY BENEFIT PLAN

- 4
5 a. Medical (PPO, HMO, or HDHP)(& chiro)
6 b. Prescription Drug
7 c. Dental
8 d. Vision
9 e. Dual Coverage (medical, drug, chiro):
10 (1) HMSA
11 (2) Royal State

12
13 3. The amounts paid by the Employer in plan year 2012-2013 for each Employee-
14 Beneficiary with two or more dependent-beneficiaries shall be limited to those enrolled
15 in the following family Trust Fund Health Benefit Plans:

16
17 FAMILY BENEFIT PLAN

- 18
19 a. Medical (PPO, HMO, or HDHP)(& chiro)
20 b. Prescription Drug
21 c. Dental
22 d. Vision
23 e. Dual Coverage (medical, drug, chiro):
24 (1) HMSA
25 (2) Royal State

26
27 4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance
28 plan, the Employer shall pay a specific dollar amount equivalent to one hundred percent
29 (100%) of the premium rates established by the Trust Fund Board plus one hundred
30 percent (100%) of all administrative fees in plan year 2012-2013.

31
32 D. Rounding Employer's Monthly Contribution. - Whenever the Employer's
33 monthly contribution (premium plus administrative fee) to the Trust Fund is less than
34 one hundred percent (100%) of the monthly premium amount, such monthly contribution
35 shall be rounded to the nearest cent as provided below:

36
37 1. When rounding to the nearest cent results in an even amount, such
38 even amount shall be the Employer's monthly contribution. For example:
39 (a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)
40 (b) \$11.382 = \$11.38 = \$11.38 (Employer's monthly contribution).

41
42 2. When rounding to the nearest cent results in an odd amount, round
43 to the lower even cent, and such even amount shall be the Employer's monthly
44 contribution. For example:
45 (a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)
46 (b) \$11.386 = \$11.39 = \$11.38 (Employer's monthly contribution)

1 Employer contributions effective July 1, 2011 and July 1, 2012 shall be rounded
2 as described in item D. after administrative fees have been determined by the Trust
3 Fund Board

4
5 E. The parties shall meet and negotiate the EUTF contributions effective
6 7/1/2013; if the parties do not reach agreement, the procedures set forth in HRS Section
7 89-9(e) and Section 89-11(g) shall apply. The Employer will continue paying a specific
8 dollar amount equivalent to 50% of the premium rates established by the Trust Fund
9 Board plus 50% of the administrative fees until a resolution is reached, through
10 negotiation or determination by the Legislature, as to contributions effective on and after
11 7/1/2013.

12
13 F. No later than three (3) weeks after the Trust Fund Board formally
14 establishes and adopts premium rates for Fiscal Years 2011-2012 and 2012-2013 (or
15 for other periods should the board adopt mid-year changes), the Office of Collective
16 Bargaining shall distribute the calculation of the Employer's monthly contribution
17 amounts for each health benefit plan.

18
19 G. Should the Trust Fund Board eliminate any significant portion (e.g. the
20 elimination of prescription drug benefits in the medical plan) or part of a Trust Fund
21 health benefit plan or adopt a new plan, this Article shall be reopened for the purpose of
22 renegotiating the Employer's monthly contribution amounts

Tentative Agreement
Bargaining Unit 08
Union: [Signature]
Employer: [Signature]
Date: April 6, 2011

ARTICLE 42 - DURATION

1 This Agreement shall become effective as of [~~July 1, 2009~~] July 1, 2011, and
2 shall remain in effect to and including [~~June 30, 2011~~] June 30, 2013. It shall be
3 renewed thereafter with respect to the subject matter covered, in accordance with
4 statutes unless either party gives written notice to the other party of its desire to amend,
5 modify or terminate the Agreement, and such written notice is given no later than
6 [~~Monday, May 17, 2010~~] Tuesday, May 15, 2012. After such written notice is given, the
7 parties shall exchange their specific written proposals, if any, no later than [~~June 16,~~
8 ~~2010~~] Monday, June 18, 2012. Negotiations for a new Agreement shall commence on a
9 mutually agreeable date following the exchange of written proposals, as applicable.