

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT is made and entered into this 18th day of July, 2008, by and between the State of Hawai'i, Department of Human Resources Development (hereinafter "EMPLOYER") and the United Public Workers (hereinafter "UNION") on behalf of Employees of Bargaining Units 1 and 10 (hereinafter "EMPLOYEES").

SECTION 1. GRIEVANCE

The UNION filed two class grievances, CU-03-62 (Unit 1) and CU-03-63 (Unit 10), on behalf of EMPLOYEES concerning the alleged violations of Sections 1, 14, 15, 23A, 35 and 64 of the Unit 1 and Unit 10 Agreements with the duration of July 1, 2007 to June 30, 2009, regarding payment of holiday(s) while on leave without pay.

SECTION 2. SETTLEMENT

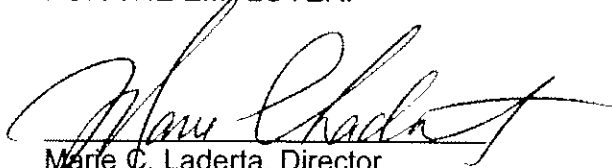
The parties hereto desire to effect a full and final settlement of all matters, claims, and causes of action arising out of these grievances as follows:

- 2.01 EMPLOYEES shall be compensated for a holiday based on their normal scheduled working hours provided they work (or were on paid leave) either the normal scheduled workday immediately preceding the holiday or the normal scheduled workday immediately following the holiday.
- 2.02 EMPLOYEES on only the following types of authorized leave without pay shall be compensated for a holiday that occurs during the leave without pay, provided that the duration of the leave does not exceed twelve (12) months, except that in the case of 2.02 k. Industrial Injury, the duration may exceed twelve (12) months. For purposes of this Settlement Agreement, "during" means that both workdays before and after the holiday is leave without pay.
 - a. Military;
 - b. Delay a Reduction-in-Force;
 - c. Recuperate from Physical or Mental Illness;
 - d. Death in the Family;
 - e. Personal Business of an Emergency Nature;
 - f. Child or Pre-natal Care;
 - g. Child Adoption;
 - h. Care for a Family Member as defined in Section 41;
 - i. Family Leave;
 - j. Educational; and
 - k. Industrial Injury, provided that if an EMPLOYEE is receiving workers' compensation temporary disability benefits on a regularly scheduled

holiday, the workers' compensation benefits for that day shall be augmented to allow the EMPLOYEE to receive the equivalent of a full day's pay. The additional holiday pay over workers' compensation benefits shall not be charged to sick leave or vacation leave.

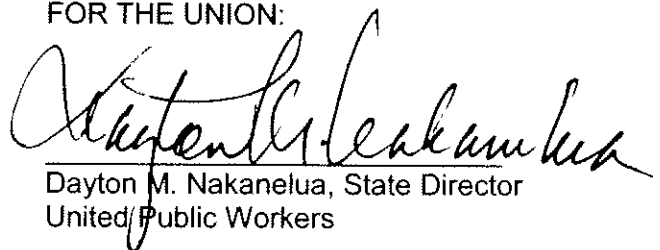
- 2.03 EMPLOYEES on the following types of leave without pay shall not be compensated for a holiday that occurs during the period of the leave without pay. For purposes of this Settlement Agreement, "during" means that both workdays before and after the holiday is leave without pay.
- a. Union Business;
 - b. Work at the State Legislature;
 - c. Temporary Intergovernmental and Intragovernmental Assignments and Exchanges;
 - d. Work in an Appointive Position;
 - e. Extend Annual Vacation Leave for Travel, Rest, or for Recreation Purposes;
 - f. Seek Political Office;
 - g. Annual Periods of Temporary Cessation of Normal Operations as it relates to the cafeteria workers at the Department of Education;
 - h. Pending Investigation of Charges;
 - i. Suspension; and
 - j. Unauthorized Absence.
- 2.04 The parties agree to negotiate when holidays will be paid in the event additional leaves are identified.
- 2.05 It is expressly understood and agreed that this Settlement Agreement shall be limited to these subject grievances and shall not be construed as precedent in any future grievance or arbitration.
- 2.06 The UNION agrees that this Settlement Agreement shall serve as complete resolution of the issues relating to or arising out of these grievances.
- 2.07 The provisions of 2.01, 2.02 and 2.03 above shall apply prospectively from the date this Settlement Agreement is executed and forward. Thus, the Union and the Employer agree that no back pay shall be made to a bargaining unit employee who may not have received holiday pay or benefits by reason of being on leave without pay status prior to the date this Settlement Agreement is executed.

FOR THE EMPLOYER:



Marie C. Laderta, Director
Department of Human Resources Development &
Chief Negotiator, Office of Collective Bargaining

FOR THE UNION:



Dayton M. Nakanelua, State Director
United Public Workers