

**SUPPLEMENTAL AGREEMENT
BETWEEN THE
HAWAII STATE TEACHERS ASSOCIATION
AND THE
DEPARTMENT OF EDUCATION AND BOARD OF EDUCATION
(2009-2011 UNIT 5 FURLOUGHS)**

Pursuant to Section §89-10(a), Hawaii Revised Statutes, this Supplemental Agreement is entered on this 12 day of October 2009, by and between the Hawaii State Teachers Association, hereinafter Union, and the State of Hawaii, Board of Education, hereinafter Employer.

WHEREAS, in consideration with the State's economic condition for the fiscal biennium of 2009-2011, as well as, the budgetary restrictions imposed on the Employer by the Governor of the State of Hawaii, as well as, the reduction in funding by the State Legislature, the Union has agreed to enter into temporary labor cost saving measures;

WHEREAS, in recognition of the Union's voluntary actions, the Employer has agreed to maintaining and to guarantee specific terms and conditions of employment;

NOW THEREFORE, the parties agree to the following:

1. All terms and conditions of the unit 5 collective bargaining agreement in effect for the duration of July 1, 2009 through June 30, 2011 shall be maintained and shall continue in effect, except as otherwise provided herein.
2. All supplemental agreements, memorandum of agreements, memorandum of understandings, and settlements entered heretofore by and between the Union and the Employer shall be maintained and shall continue in effect for the period from July 1, 2009 to June 30, 2011.
3. From July 1, 2009 to June 30, 2011 all licensed, tenured employees in bargaining unit 5, including 10 and 12 month positions shall not be subject to layoffs, contracting out (or privatization), and the Employer may instead implement furloughs subject to the following terms and conditions:
 - a. "Furlough" means the placement of an employee temporarily and involuntarily in a non-pay and non-duty status by the Employer because of lack of work or funds, or other non-disciplinary reasons.

- b. The Employer agrees that any furlough of an employee shall not cause or deem to cause:
- (1) A break in the employee's employment;
 - (2) A decrease in the Employer's contribution to the Hawaii Employer-Union health benefit trust or voluntary employee beneficiary association trust;
 - (3) A change in the amount of vacation or sick leave earned by the employee;
 - (4) A decrease in the employee's time in service for purposes of employee pension, retirement, and deferred compensation plans; and
 - (5) Any change in any right, privilege, or benefit that the employee is entitled to or would have been entitled to by law but for the furlough.
- c. All 10 month employees shall be placed on furloughs for a total of 34 days over the 2009-2011 fiscal biennium. A total of 17 days shall be taken during the 2009-2010 fiscal year, effective October 1, 2009 through June 30, 2010, and 17 days during the 2010 to 2011 fiscal year effective July 1, 2010 - June 30, 2011. The furlough days for fiscal year 2009-2010 and 2010-2011 shall be taken per the attached negotiated furlough calendars.
- d. All 12 month employees shall be placed on furloughs for a total of 42 days over the 2009-2011 fiscal biennium. A total of 21 days shall be taken during the 2009-2010 fiscal year, effective October 1, 2009 through June 30, 2010, and 21 days during the 2010 to 2011 fiscal year effective July 1, 2010 - June 30, 2011. The furlough days for fiscal year 2009-2010 and 2010-2011 shall be taken per the attached negotiated furlough calendars.
- e. Employee's pay will be automatically adjusted each pay period to account for directed furlough day(s).
- f. All furlough days taken by Unit 5 employees shall be accounted for by June 15, 2011, and a copy of a report of the furlough days taken shall be provided to the Union on July 30, 2011.
- g. Full-time employee's pay will be automatically adjusted by one work day for each furlough day. Half-

time employee's pay will be automatically adjusted in accordance with the appropriate percentage of full-time equivalency.


h. Employees shall not be permitted to substitute vacation, sick, compensatory time-off, or any paid leave for the furlough day(s).

4. This Supplemental Agreement shall expire on June 30, 2011, in which time, the current Unit 5 collective bargaining agreement in effect for the duration of July 1, 2009 to June 30, 2011, shall be the controlling agreement.


IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Supplemental Agreement this 22 day of October, 2009.




BOARD OF EDUCATION
Its Chairperson



HAWAII STATE TEACHERS
ASSOCIATION
Its President



DEPARTMENT OF EDUCATION
Its Superintendent



Its Executive Director &
Chief Negotiator

