

UNIT 11 AGREEMENT
July 1, 2007 – June 30, 2011

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A G R E E M E N T

This agreement is made and entered into this ____ day of _____, 2007, by and between the State of Hawaii, the City and County of Honolulu and the County of Hawaii, the County of Maui and the County of Kauai, hereinafter referred to as the Employer, and the Hawaii Fire Fighters Association, Local 1463, IAFF, AFL-CIO, hereinafter referred to as the Union.

This Agreement covers all employees for whom the Union is recognized as exclusive bargaining representative pursuant to Section 1; Recognition.

It is the purpose of this Agreement to achieve and maintain harmonious and cooperative relations between the Employer and the Union, to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours, and other terms and conditions of employment.

Section 1. RECOGNITION.

The Employer recognizes the Union as the certified exclusive bargaining representative of all fire fighters, including supervisory personnel, of the State and its political subdivisions whose principal duties are to prevent and fight fires, except for officers and employees who are excluded or may be excluded from the bargaining unit by law and the Hawaii Labor Relations Board.

It is understood that unless the context clearly requires otherwise, references to male individuals herein includes females; references to the Fire Department or to the Fire Chief herein includes the State Department of Transportation or its Director (or its Director's designee) respectively.

The Employer shall provide the Union with a roster of its employees by company or unit assignment and shall maintain its currency. The Union shall provide the Employer with a list of its officers, stewards and authorized representatives and maintain its currency.

Section 2. DISCRIMINATION.

The Employer and the Union agree that neither party will discriminate against any employee because of union membership or non-membership or lawful activity in the Union or lawful political activity.

The Employer and the Union agree that they will not interfere with the right of any employee to join or refrain from joining the Union. The employees will secure no advantage nor more favorable consideration or any form of privilege because of membership or non-membership in the Union.

Section 3. UNION SECURITY.

The Employer agrees, upon written authorization of an employee, to deduct membership dues, initiation fees, group insurance premiums, and fees for Union benefits in amounts certified by the Union to be current from the payroll of any present or future employee who is a member of the Union and to deduct other employee authorized and Employer approved assignments.

As provided by law, the Employer agrees to deduct from the payroll of any present or future employee who is not a member of the Union a service fee in an amount certified by the Union to be equivalent to membership dues.

The Employer further agrees, upon written authorization of an employee, to provide separate payroll deduction for union-sponsored motor vehicle insurance programs in accordance with the other provisions of this Section.

Said deductions shall be collected by the Employer and transmitted to the Union by check drawn to the order of the Union. Upon the issue of such check and transmission of same to the Union, all responsibility on the part of the Employer shall cease with respect to any amount so deducted. The Employer shall not be bound in any manner to see to the application of the proceeds of any such check, nor to investigate the authority of any designated officer of the Union to sign any certification, to accept any such check, or to collect the same.

The Union and Employees covered by this Agreement hereby undertake to indemnify and hold harmless the Employer from and against any and all actions, claims, liabilities, losses, damages or expenses of whatsoever kind and nature which may at any time be sustained or incurred by reason or in consequence of such payroll deduction. Neither the deduction, collection and remittance of premiums by the Employer, nor the furnishing of information about the collection method by the Employer to its employees shall constitute a collection of premium, solicitation of application for insurance or in any way constitute the Employer, an agent, sub-agent, or solicitor of insurance.

Whenever an employee does not receive earnings during any payroll period sufficient to cover the employee's dues and/or service fee, the Employer shall not make such deductions which become past due.

Section 4. MANAGEMENT RIGHTS.

The Employer reserves and retains, solely and exclusively, all rights, authority and prerogatives, including the rights of management to manage, control and direct its employees and operations except as specifically abridged or modified by this Agreement.

Section 5. BULLETIN BOARDS - RIGHT OF ACCESS.

The Employer agrees to provide the Union with suitable space and also the right of access to available bulletin boards in each station and principal work area. The Union shall limit its posting of official notices and bulletins to such bulletin boards. The Union will submit a copy of each notice prior to posting to keep the Employer informed of the material which will be posted. Materials of an unlawful, inflammatory, or of a political nature shall not be posted.

The Employer shall grant to any duly certified Union representative the right to go onto the premises of the Employer to investigate grievances and to ascertain whether or not the Agreement is being observed. The Union agrees that its representative shall notify the supervisor in charge of the Company, Station or Bureau of the representative's presence. While on the Employer's premises or job site, the representative will not interfere with essential operations of the department.

Section 6. INFORMATIONAL AND EDUCATIONAL MEETINGS.

Informational and educational meetings may be held by the Union once every calendar quarter, to be conducted by its duly recognized officers and/or stewards and shall be open to all employees in the bargaining unit, including members and non-members of the Union. The Employer or its representative shall permit its employees to attend such meetings held during working hours and such meeting shall be limited to not more than 2 hours. The Union shall give written notice to the Employer or its representative at least 5 calendar days prior to the date of the meetings. Such meetings shall be allowed at dates, times and places which do not interfere with the normal operations of the respective fire departments. These meetings may include multiple sessions in order to accommodate employees in the bargaining unit.

Matters not appropriate for information and educational meetings are conducting internal Union business, engaging in unlawful political activities or the endorsement of specific candidates and engaging in demonstrations.

Section 7. ORIENTATION OF EMPLOYEES.

The Employer shall afford the Union 1 hour or any portion thereof as it requires to confer with all new employees during orientation meetings to orient them to this Agreement and the Union's programs and benefits. At such meetings the Union shall be afforded the opportunity to explain its benefits program prior to the explanation of any other non-Employer sponsored employee group benefit programs. The Union shall be informed in advance of such meetings and shall have the right to be present during the entire orientation process.

As a continuing part of the orientation and training process for new employees, the Union shall be afforded class time up to a total of four hours during the recruit's scheduled initial training program for the purpose of answering questions and clarifying the collective bargaining agreement. Such class time shall be scheduled by the Employer in consultation with the Union.

Section 8. PRIOR RIGHTS, BENEFITS AND PERQUISITES.

Nothing in this Agreement shall be construed as abridging, amending or waiving any rights, benefits or perquisites presently covered by statutes, existing rules and regulations or past practices recognized as being legitimate and having general and uniform applicability throughout each jurisdiction, except as expressly superseded by the terms of this Agreement. Said rights, benefits or perquisites which pertain to subjects which are negotiable under the provisions of Chapter 89, HRS, shall not be modified or terminated except by agreement of the parties.

Section 9. PERSONNEL INFORMATION.

Any employee covered by this Agreement shall, on request, be granted an appointment during normal business hours to examine the employee's entire Fire Department personnel file (or jacket). The employee shall be given a copy of any designated material in such file upon request provided:

- A. a copy of the designated material has not previously been issued to the employee; or
- B. the employee was not previously afforded an opportunity to attach explanatory remarks and wishes to do so; or
- C. the employee intends to use the material in connection with a grievance as provided by Section 18 of this Agreement or any Civil Service proceeding.

No material considered derogatory to an employee shall be placed in the employee's personnel file (or jacket) unless the employee has had an opportunity to read the material. The employee shall also be given an opportunity to attach explanatory remarks.

All derogatory material in an employee's file shall be destroyed after two (2) years unless the employee's department head makes a determination that the material is currently relevant to the employee's employment, in which case it may remain in the file for another year and again reviewed. Any derogatory material more than five (5) years old must be destroyed. The employee's employment history record shall not be altered or destroyed.

The provisions of this section shall be applicable to any individual personnel file that may be maintained by the Fire Department including subsidiary files that may be maintained at the work place or a division of the Fire Department.

Section 10. PLACEMENT.

The placement of employees within each fire department shall be the responsibility of the respective fire chiefs. However, the placement or assignment of employees shall not be utilized as a disciplinary measure. If an employee who is placed or reassigned requests, the employee shall be furnished reasons for such action.

An employee may submit a written request to the fire chief or appropriate superior officer to be considered for assignment to another station or work place. The fire chief may establish dates upon which all such requests shall expire and become invalid. The request shall indicate the employee's preference or preferences and the reason for the request. All valid employee requests shall be given full consideration whenever reassignments are made by the fire department. In the event that two or more qualified employees request assignment to the same position at a station or work site, no preference shall be given based on the submission date of the employees' requests.

Section 11. SUBSTITUTION.

In conformance to the Fair Labor Standards Act (FLSA), 29 U.S.C. §207(p)(3) and 29 CFR §553.3, employees may request to substitute for one another during scheduled work hours. Substitution or "trading time" may only take place between employees performing work in the same capacity.

The request shall demonstrate that there is an agreement to substitute or "trade time" between the employees involved, that the agreement was made freely, without coercion and solely at the option of the employees involved. The agreement shall also set forth where and when the work will be done. The request shall be approved by the department head or his or her designee prior to the work being done. The department may permit such substitutions if it does not interfere with normal departmental operations.

The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the FLSA, State law and/or any other applicable law. Where substitution or "trading time" takes place, the substituted employee will still be credited as if he or she worked his or her normal work schedule. The substituting employee will not be paid for the time he or she works the substituted employee's normal work schedule. However, if after the substituted employee's normal work schedule ends and the substituting employee continues to work additional hours, it is the substituting employee who shall be credited with such additional hours of work.

As provided under the FLSA, the employer is not required to keep a record of the hours of the substitute work, however, the employer in consultation with the union may elect to adopt procedures to keep a record of the hours of the substitute work.

Under the FLSA, the employer is not responsible in any way for ensuring that an employee "returns the substitution" to the other employee. At no time will the employer be responsible for reimbursing or paying any money to an employee who did not receive a "returned substitution." Relieved or substituted employees shall not engage in any work-related duties during the period of time they are relieved from work.

Section 12. PROMOTIONS.

Promotions in the fire departments shall be made on the basis of merit, efficiency and fitness as ascertained by examination which, so far as practicable, shall be competitive.

An employee who is certified from an eligible list for promotion but not selected shall, upon written request submitted within 10 calendar days of nonselection, be entitled to an individual conference with the appointing authority or designated representative to discuss the reasons for such nonselection and the employee's promotion potential.

Section 13. PROBATIONARY PERIODS.

Except as modified herein, the respective Civil Service rules and regulations relating to probationary periods shall be applicable.

All employees new to the fire service of the respective jurisdictions, including those hired via reemployment, shall serve an initial probationary period of one (1) year that may be extended for an additional period not to exceed six (6) months. New probationary periods when required shall be for six (6) months and may be extended for an additional period not to exceed six (6) months. An employee whose probationary appointment is terminated shall not be entitled to use the grievance or appeal procedure.

The probationary period shall be regarded as an integral part of the examination process.

Section 14. DUTIES.

Employees shall be assigned duties and responsibilities reasonably related to fire operations services. Such duties shall consist of prevention control and extinguishment of fires; protection of life and property; search and rescue activities; necessary auxiliary administrative and official service functions of the Fire Department; and other emergency duties prescribed by public safety.

All other assignments of duties and responsibilities to employees shall be consistent with the mission of the county, public policy, rules and regulations, services required under public health and safety, or emergency conditions. There shall be no assignment of off-duty employees to funerals or other activities related thereto.

Section 15. LAYOFFS.

Definitions. As used in this section and in Section 17, Placement of Laid Off Employee on the Recall list, unless the context clearly requires otherwise:

- A. "Unit" means all of the employees of a single Employer jurisdiction covered by this Agreement.
- B. "Jurisdiction" means any one of the following: (1) the State of Hawaii, (2) the City and County of Honolulu, (3) the County of Hawaii, (4) the County of Maui, or (5) the County of Kauai.
- C. "Regular employee" means an employee who has completed initial probationary status in a class covered by this Agreement.
- D. "Non-regular employee" means an employee who is neither a regular employee nor an employee on initial probationary status.
- E. "Employee on initial probationary status" means an employee covered by this Agreement who upon completion of a probationary period will become a regular employee.
- F. "Displacement" means the removal of an employee from the employee's assigned class.
- G. "Layoff" means the termination of an employee's service.

Whenever there is an impending layoff because of lack of funds or work or other legitimate reason, the Employer agrees to give the employees involved and the Union at least thirty (30) days prior notice. Such notice to the Union shall include the names of employees who are to be laid off.

The displacement or layoff of employees shall be governed by the following provisions:

- A. The layoff or displacement of employees shall be made on a unit-wide basis within the jurisdiction where initiated according to retention scores.
- B. The employee shall be required to meet the minimum qualification requirements, except for age, of the class in which the employee is to be placed.
- C. Displacement of employees shall be determined on the basis of class retention scores.

1. The employee with the lowest class retention score in the employee's class shall be displaced first; the next lowest second, and so forth.
 2. A displaced employee shall be placed in the next lower class in which the employee last held a permanent appointment (to include periods of new probation and limited term appointments); and the preceding process shall be applied and further repeated at subsequent lower classes as necessary. In the event such class has been abolished, retitled, reclassified or otherwise similarly affected, the displaced employee shall be placed in the next most appropriate class and credited with class retention scores as though the employee had actually held such previous appointment.
 3. When two or more employees in the same class have identical class retention scores, the one with the lowest total retention score shall be displaced first.
 4. An employee on initial probationary status who is displaced by a regular employee is entitled to displace any other employee on initial probationary status in the class with a lower retention score. An employee on initial probationary status who is displaced by another employee on initial probationary status shall be entitled to displace any non-regular employee serving an emergency appointment, a temporary appointment outside the list, a provisional appointment or a limited-term appointment.
 5. No regular employee or employee on initial probationary status shall be displaced by any non-regular employee.
- D. Layoff of employees shall be determined on the basis of total retention scores.
1. The employee with the lowest retention score shall be laid off first; the next lowest second, and so forth.
 2. When two or more employees have the identical retention scores, the order of initial selection for employment shall be the basis for determination. The last employee so selected shall be laid off first; the next last second, and so forth. If no such determination can be made, the employee or employees to be laid off shall be determined by lot.
 3. When a regular employee or an employee on initial probationary status who is to be laid off accepts a non-regular appointment, upon termination of such non-regular appointment the employee shall be entitled to further consideration under the provisions of this section and Section 17, Placement of Laid Off Employee on the Recall List.

Retention Scores:

- A. Total retention scores shall be computed at the rate of one point for each month of service and a fraction of a point for a partial month of service. Service shall mean the total length of full-time service as a regular employee and/or as an employee on initial probationary status in a class covered by this Agreement and earned in any jurisdiction.
- B. Class retention scores shall be computed at the rate of one point for each full month of service and a fraction of a point for a partial month of service. Service shall mean the total length of service earned in any jurisdiction in a specific class covered by this Agreement as a regular, initial probationary, new probationary and limited-term appointment where the latter results in a permanent promotion without a break-in-service.
- C. The following periods of authorized leaves of absence without pay from service as a regular employee or an employee on initial probationary status are creditable as service in computing retention scores:
 1. Educational
 2. Employment with the legislature
 3. Loan to other governments
 4. Research
 5. Industrial
 6. United States military service
 7. Temporary service in a duly recognized employee organization

When an employee is laid off, the employee's name shall be placed on the appropriate recall list pursuant to Section 17, Placement of Laid Off Employee on the Recall List.

Section 16. DISCIPLINE.

- A. Employees shall not be disciplined without proper cause. Grievances regarding these matters shall be handled in accordance with the provisions of Section 18. Grievance Procedure.

Section 17. PLACEMENT OF LAID OFF EMPLOYEE ON THE RECALL LIST.

The provisions of this section shall be restricted to members of the bargaining unit and to the governmental jurisdiction from which the employee was laid off.

Employees shall meet the following conditions to be eligible for placement on the appropriate recall list which shall be separate from and shall have priority over any other list:

- A. The employee is a regular employee or an employee on initial probationary status.
- B. The employee must have been performing his or her duties in a satisfactory manner as shown by official records of the employer.

Employees shall be ranked on the appropriate recall list on the basis of total retention scores. The employee with the highest total retention score shall be ranked first; the next highest second, and so forth. The computation of retention scores shall be in accordance with the procedures as specified in Section 15, Layoffs.

The director of the central personnel agency of the appropriate jurisdiction may remove the names of eligibles on the recall list for the following reasons:

- A. the eligible is no longer able to meet the minimum qualification requirements, except for age, of the class in which the employee is to be placed.
- B. the eligible was appointed to a permanent position from the appropriate recall list.
- C. failure to respond without good cause to a written inquiry sent to the address provided by the eligible within a period of 10 calendar days after it is sent.
- D. withdrawal by the eligible.
- E. refusal of two offers of employment under conditions that the eligible had previously indicated he or she would accept.
- F. failure to report to duty after appointment within the time prescribed by the appointing authority unless good cause is shown.
- G. the eligible is convicted of a criminal offense after the layoff.

Laid off employees on the recall list shall be given first preference in the selection for funded vacancies over any other eligible lists. The laid off employee with the highest retention score from the appropriate recall list shall be placed first. Certification of the next highest laid off employee and subsequent employees shall be made only upon the refusal of the position by the higher laid off employee.

Section 18. GRIEVANCE PROCEDURE.

The term "grievance" as used in this Agreement shall mean a complaint filed by the Union, a bargaining unit employee covered hereunder, or on an employee's behalf by the Union alleging a violation, misinterpretation or misapplication of a specific provision of this Agreement, including attachments thereto, occurring after its effective date. It is agreed that any type of disciplinary action taken by the Employer or any of its representatives against an employee covered by this Agreement shall be subject to this Grievance Procedure. All grievances as described above shall be resolved in accordance with the provisions set forth herein.

Any individual employee may process his or her grievance and have the grievance heard without intervention by the Union, provided that the Union shall be informed of the time and place of such grievance meeting in order that the Union may be present.

No adjustment shall be made at any step of the procedure which is inconsistent with the terms of the Agreement. If the Union alleges that the Employer has made a settlement proposal which is inconsistent with the Agreement, it may process the case to the next step of the grievance procedure.

A copy of any written complaint or written decision required in each step of the grievance procedure shall be filed with the Employer or its representative and with the Union by the party filing the complaint and the party rendering the decision.

Class grievances may be filed at the lowest step which has the authority to resolve such grievances as determined by mutual agreement.

Grievances shall be processed in accordance with the following procedures; provided that, whenever a step of the grievance procedure is not applicable to a jurisdiction (because a particular level in the hierarchy of management does not exist in the jurisdiction), the grievance shall be presented at the next step.

A grievance shall, whenever possible, be discussed and settled informally between the grieving party and the immediate appropriate supervisor. The immediate appropriate supervisor shall be the lowest level supervisor, the designee or the replacement, having authority to resolve the grievance as determined by the particular facts of the grievance and the supervisor(s) concerned. Employees may be assisted at any time by a Union steward or Union representative.

There shall be no obligation by the Employer to consider any grievance which does not comply with the specific provisions of this section. Any grievance raised in accordance with procedures hereafter provided where the Employer fails to respond within the prescribed time limits of any step may be automatically processed to the next step by the grieving party. Parties involved in the grievance may alter specific time limits herein by mutual agreement.

The Employer shall, in the case of a formal grievance and upon the request of the grieving party, make available any information relevant to the grievance which is needed by the grieving party to investigate and process a grievance within three working days of the request for such information. The Employer need not

consider a grievance in any subsequent step of this procedure which encompasses different allegations than those presented in Step 1 except as provided elsewhere in this Agreement.

Step 1. Division Head. If the grievance is not satisfactorily settled on an informal basis, the grieving party may institute a formal grievance by setting forth in writing, on a grievance form furnished by the Employer, the nature of the complaint, the specific term or provision of the Agreement allegedly violated, misinterpreted, or misapplied and the remedy sought.

The grievance shall be presented to the division head or other designated officer in writing within twenty (20) days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) days after the alleged violation first became known or should have become known to the grieving party.

After the presentation of the grievance, the grieving party shall be offered an opportunity to meet with the division head or other designated officer in an attempt to settle the grievance. The decision of the division head or other designated officer shall be in writing and shall be transmitted to the grieving party within ten (10) days after receipt of the grievance unless extended by mutual consent.

Step 2. Department Head. If the grievance is not satisfactorily settled at Step 1, the grieving party may file a letter of appeal specifying the reasons for the appeal with the department head within ten (10) days after receipt of the decision in Step 1.

Upon receipt of such letter of appeal, the grieving party shall be offered an opportunity to meet with the department head in an attempt to settle the grievance.

The decision of the department head shall be in writing and transmitted to the grieving party within ten (10) days after receipt of the grievance unless extended by mutual consent.

Step 3. Employer. If the matter is not satisfactorily settled at Step 2, the grieving party may file a letter of appeal specifying the reasons for the appeal with the Employer or its representative within ten (10) days after the receipt of the decision in Step 2.

If a representative is designated by the Employer, the name of such person shall be provided to the grieving party.

Upon receipt of such letter of appeal, the grieving party shall be offered an opportunity to meet with the Employer or its representative in an attempt to settle the grievance. The Employer and the Union may mutually agree to waive this step and proceed to arbitration.

The decision of the Employer or its representative shall be in writing and transmitted to the grieving party within ten (10) days after receipt of the grievance unless extended by mutual consent.

If the grievance is not satisfactorily settled at Step 3, the Union may exercise its right to arbitrate the grievance.

Step 4. Arbitration. If the matter is not satisfactorily settled at Step 3, and the Union desires to proceed with arbitration, it shall within twenty (20) days of receipt of the decision rendered at Step 3, serve written notice on the Employer or its representative of its desire to arbitrate.

Except as may otherwise be provided herein, no grievance may be arbitrated unless it involves an alleged violation, misinterpretation or misapplication of a specific term or provision of the Agreement.

Unless the parties agree to a different arbitration procedure or the parties mutually agree to proceed directly to Stage II Arbitration, grievances shall be subject to the following procedure:

Stage I Arbitration. Selection of an Arbitrator shall be made:

- A. First, by mutual agreement between the parties; or
- B. Second, from a list of five (5) names mutually agreed to by both parties; or
- C. If such list is not available, from a list of five (5) names submitted by the Hawaii Labor Relations Board.

The specific person to be selected from the foregoing lists shall be as follows:

- A. The Union and the Employer by lot shall determine who shall have first choice in deleting a name from the list.
- B. Subsequent deletions shall be made by striking names from the list on an alternating basis and the remaining name shall be designated the Arbitrator for the grievance being considered.

If the Employer disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the matter of arbitrability; and if determined in the negative, the grievance shall be referred back to the parties without decision or recommendation on its merits. If the Arbitrator decides that the grievance is arbitrable, either party may require the selection of another Arbitrator for the remainder of the arbitration procedure. The fees of the first Arbitrator and any other costs required thereby shall be borne by the party requiring the selection of another Arbitrator.

The complainant in every hearing before the Arbitrator shall present a prima facie case. In general, judicial rules of procedure shall be followed at every hearing, but the Arbitrator need not follow the technical rules of

evidence prevailing in a court of law or equity. The Arbitrator's decision shall be made in the light of the whole record and the case shall be decided upon the weight of all substantial evidence presented.

The Arbitrator shall render an award in writing, no later than thirty (30) days after the conclusion of the hearing or if oral hearings are waived then thirty (30) days from the date statements and proofs were submitted to the Arbitrator. The decision of the Arbitrator shall be final and binding upon the Union, its members, the Employees involved in the grievance, and the Employer.

Stage II Arbitration. Within 5 days of appropriate notice as prescribed above, the Employer and the Union shall each, by letter to the other party, appoint one member of the Stage II Arbitration Panel which will be composed of two members. In lieu of the foregoing, the Employer and/or the Union may each prepare a list of at least 4 potential panelists from which the grieving party shall select appointees.

Panel members shall neither be currently employed by or appointed to any agency involved in the grievance within the Employer jurisdiction nor shall they be members of the bargaining unit, employed by or otherwise currently representing the Union.

Upon its appointment, the Arbitration Panel shall review the facts and circumstances of the case. Each party shall be given reasonable opportunity to present its case to the Panel within 10 days of its appointment.

All of the Panel's proceedings shall be informal and unrecorded. The Panel shall render no later than thirty (30) days after its appointment a joint decision on the grievance in writing certifying that it has given reasonable opportunity to the parties to present their respective cases and stating only its final determination.

If the Panel is unable to reach a joint decision, it shall immediately notify the parties of such in writing, but no later than thirty (30) days after its appointment. The Panel shall be dismissed.

If the Union desires to proceed to Stage I Arbitration, it shall, within twenty (20) calendar days of receipt of notice from the Panel that it is unable to reach a joint decision, serve written notice on the Employer or its representative of its desire.

Each party shall be responsible for any costs required for its own Stage II Arbitration panel member. The fees of the Stage I Arbitrator, the cost of transcription and other necessary general costs required by the Stage I Arbitrator shall be shared equally by the Employer and the Union. Each party will pay the cost of presenting its own case and the cost of any transcript that it requests.

The scope of the Arbitrator's or Arbitration Panel's authority is as described below:

- A. The Arbitrator or Panel shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- B. The Arbitrator's or Panel's power shall be limited to deciding whether the Employer has violated, misinterpreted or misapplied any of the terms of this Agreement. In the case of any disciplinary action which the Arbitrator or Panel finds improper or excessive, such action may be set aside, reduced or otherwise changed by the Arbitrator or Panel. The Arbitrator or Panel may, in their discretion, award back pay to compensate the employee, wholly or partially, for any salary lost.
- C. The Arbitrator or the Arbitration Panel, as the case may be, shall not consider any new allegations or charges which have not been presented at the initial formal step unless the Employer has agreed to consider the new allegation or charge at a subsequent step.

There shall be no appeal from the Arbitrator's or Panel's decision by either party if such decision is within the scope of the Arbitrator's or Panel's authority as provided in this Agreement or applicable law.

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be arbitrable except by mutual agreement.

Section 19. DUE PROCESS.

Whenever an employee is under investigation and subject to interrogation by the Employer or its authorized representatives which could lead to disciplinary action, the employee shall be so informed before the investigatory interview begins; provided such an employee shall likewise be informed when required to submit a written statement or report in connection with such investigation. When the employee reasonably feels that disciplinary action against him or her may result from such interview, the employee shall be entitled to have a Union representative or steward present during the interview. Where the employee chooses not to be represented by the Union, the Union shall have the right to be present at such investigatory interview. Employees shall not be required or requested to submit to polygraph examinations.

Section 20. HOURS OF WORK.

The maximum number of hours of work for all fire fighting employees shall be an average 56 hours per week which shall be scheduled and computed over a 9-week cycle utilizing 24-hour shifts and as provided herein.

Employees assigned to administrative, service or specialized functions of the fire department may be subject to work schedules other than those which apply to fire fighting company personnel, provided that the provisions of this and related Sections of the Agreement shall apply except where otherwise agreed or stated.

Notwithstanding any provision to the contrary as used in this and related sections, unless the context clearly requires otherwise, the terms below shall have the stated meaning:

A. "Work Period" shall mean a 9 consecutive day period during which employees shall be scheduled to work 72 hours and which shall be used to determine the total number of hours worked. Work periods shall begin and end at shift starting time (e.g., 8:00 AM in the case of Honolulu).

B. "Platoon" shall mean the three existing subdivisions of regular fire fighting employees in each jurisdiction. The three platoons are: "A" (or 1st) Platoon, "B" (or 2nd) Platoon and "C" (or 3rd) Platoon.

C. "Scheduled Overtime" shall mean the 4 scheduled work hours in excess of 68 hours per work period which shall be paid at the overtime rate in lieu of straight time.

The Fire Chief in each jurisdiction shall assign fire fighting employees to their respective work groups and platoons.

In the event a Fire Chief (Employer) desires to change a work schedule, the Fire Chief (Employer) shall notify the Union thirty days prior to the tentative implementation date of anticipated change in order to afford the Union an opportunity to negotiate with the Employer in reference to said change. If the parties are unable to agree to the proposed change, the Employer may implement the change and the Union may process its objections to the change through the grievance procedure contained in this Agreement. Adjustments to individual employee work schedules may be made by the Employer as operational needs dictate, subject to applicable provisions of this Agreement.

All work schedules shall be posted or made readily available to employees at all stations and principal work areas.

Scheduled overtime designated pursuant to the above shall be considered a permanent part of an employee's work schedule and shall not be subject to change due to leaves or absences, provided that shift exchanges may be made as provided in this Agreement.

The Employer may adjust the work hours of an employee whose annual physical examination cannot be scheduled during normal work hours on a straight time basis provided such adjustment does not affect the employee's scheduled overtime.

Related sections of this Agreement shall be appropriately amended to reflect any changes implemented by this section.

Section 21. OVERTIME.

A. Overtime work will occur when an employee performs service at the direction of or as scheduled by proper authority (including while attending training sessions required by the Employer) if the performance of such service is:

1. in excess of the normal scheduled work hours on a day or shift;
2. on the employee's scheduled day or shift off and there has been no permanent change in the employee's work schedule;
3. as a witness who is summoned or subpoenaed in a judicial proceeding on any matter within the scope of the employee's official duties and responsibilities where such requires the employee to be in attendance on the employee's scheduled day or shift off;
4. considered scheduled overtime.

B. In the case of an employee assigned to 24 hour shifts; if a change in schedule results in the employee being scheduled to work more than 72 hours during the employee's existing work period, all such excess hours shall be considered overtime occurring at the beginning of the new assignment. For purposes of this Section, an employee's existing work period shall be the work period commencing at the start of the employee's last scheduled work shift immediately preceding the change in assignment.

Such employee shall be entitled to time off with pay which shall be taken within the existing work period on the following basis:

1. time off on a straight time basis for all such hours worked; or
2. if the employee was not given 48 hours advance notice of the change in schedule, time off at the rate of one and one-half hours for all such hours worked up to 24 hours and on a straight time basis for all such hours worked thereafter.

If the employee cannot be permitted to take such time off within the existing work period, such hours shall be considered overtime work subject to the other applicable overtime provisions of this Section.

C. Continuous Duty. An employee who is required to be on duty for more than 34 hours, without a minimum of 8 consecutive hours off-duty for rest, shall be paid at the rate of 2 times the hourly rate of pay for all on-duty

hours in excess of 34 hours until the employee is allowed a minimum of 8 consecutive hours off-duty for rest. An employee shall be entitled to receive straight time pay and benefits for any portion of the 8 hours off-duty for rest which falls on the employee's next scheduled shift which the employee is required to work.

D. Compensation for Overtime Work

1. Compensation for overtime work shall be at the rate of one and one-half hours for each hour of overtime worked except as provided by subsection B. and C. above or as otherwise provided in this Agreement. Except as is clearly provided otherwise in this Agreement, the hourly rate for overtime compensation for all employees assigned to 24 hour shifts (including compensation provided for scheduled overtime) shall be at the 53 hour rate including any applicable differential. Scheduled overtime may be annualized and paid semimonthly.
2. Except as otherwise provided in this Agreement, employees shall be entitled to payment in cash for overtime hours unless the employee requests in writing and the Employer approves compensatory time credit in lieu of cash payment.
3. Leaves with pay shall be considered time worked for the purpose of computing overtime.

E. Compensatory time credit in lieu of cash payments as provided above may continue to be requested, approved and taken as provided in this Section and Section 31 of this Agreement provided that the total compensatory time credits shall not exceed 480 hours for any employee. At the time of termination or resignation from service, an employee shall be paid in cash for all compensatory time credits earned but not yet taken or compensatory time off based upon the employee's rate of pay at the termination or resignation.

F. Employees who are paid at salary range 31 and above shall not be entitled to receive cash payment or compensatory time credit because of overtime work.

Related sections of this Agreement shall be appropriately amended to reflect any changes implemented by this Section.

Section 22. CALLOUT.

A. An employee on off-duty status who is called back to duty because of an emergency shall receive the greater of:

1. 4 straight time hours in the case of employees on a 24-hour shift and 2 straight time hours in the case of employees on other than 24-hour work shifts; or
2. overtime compensation at the applicable overtime rate calculated on the basis of actual time worked plus the time incurred in traveling from and to the employee's home.

B. An employee who is called out more than two (2) hours prior to the start of the employee's next scheduled work shift and is required to continue working into such regular shift without eight (8) consecutive hours off, shall be released from routine in-station duty assignments for an equivalent period to rest at the station. However, the employee shall be required to perform duties necessary to enable the unit to respond to emergencies.

Section 23. NIGHT SHIFT DIFFERENTIAL.

An employee who is assigned to work an average of 40 hours per week and who is required to perform work between the hours of 6:00 P.M. and 6:00 A.M., shall be paid, in addition to the employee's basic compensation, an amount of 45 cents per hour for each full hour or portion thereof in excess of 1/2 hour of actual work, and 23 cents for 1/2 hour or less. The employee's basic compensation plus the night differential will be used in determining the cash payment for overtime work pursuant to Section 21, Overtime.

Effective July 1, 2008, the amount of the night shift differential shall be 60 cents per hour for each full hour or portion thereof in excess of 1/2 hour of actual work, and 30 cents for 1/2 or less.

Section 24. NIGHT ALARM PREMIUM.

An employee, who is assigned to work more than an average of 40 hours per week, who is required to perform work between the hours of 8:00 P.M. and 6:00 A.M., shall be paid, in addition to the employee's basic compensation, an amount equal to 25 percent of the employee's hourly rate of pay per hour for each full hour or portion thereof in excess of 1/2 hour of actual work and 13 percent of the employee's hourly rate of pay for each 1/2 hour or less.

For purposes of this Section, actual work shall include each period of time between 8:00 P.M. and 6:00 A.M. from the commencement of a response to an alarm until an employee is released from active duty following the completion of restoration time.

Section 25. STAND-BY DUTY.

An employee shall be deemed to be on stand-by duty when assigned by the head of the department or other superior to remain at home or some other designated place or to remain in radio or telephone contact for a specified period for the purpose of responding to calls for immediate service after the employee's normal hours of work, or on weekends or holidays.

For each calendar day or portion thereof of stand-by duty, the employee shall be paid an amount equal to 25% of the employee's daily pay rate.

Section 26. TRAVEL ALLOWANCE.

A. Applicable rules, ordinances, and policies. Except as modified by this section, Chapter 3-10, Hawaii Administrative Rules, in the case of the State, and applicable rules, regulations, ordinances, or policies, in the case of the county jurisdictions, shall remain applicable for the duration of this Agreement.

An employee who is directed while off duty to report to work at other than the employee's regularly assigned station shall be entitled to travel to the temporary station during work time. In such a situation, when the Employer requires the employee to use the employee's private vehicle for such purposes, the employee shall be entitled to mileage reimbursement from the regularly assigned station to the temporary station. At the end of such temporary station assignment, the employee shall also be entitled to mileage reimbursement from the temporary station to the regular station assignment.

B. Travel occurring on same island. When employees are required to work in locations which make it impracticable and undesirable to return home at the end of a workday, with prior approval, one of the following shall apply:

1. If commercial lodging is utilized, the employee shall be paid a travel allowance pursuant to paragraph D.
2. If commercial lodging is not available, such as in mountainous or other remote areas, the Employer shall provide cabins or tentage and needed camping supplies and equipment. At the employee's option, the Employer shall also provide adequate stores of food or pay each employee \$20 per day in lieu thereof.

C. Off-island travel to mountainous or other remote areas.

1. Whenever employees are required to travel on official business to mountainous or other remote areas where no commercial lodging is available, the Employer shall provide cabins, tentage, or shall arrange for lodging within available facilities, and shall provide adequate stores of food or pay each employee \$20 per day in lieu thereof.
2. Notwithstanding the provisions of this paragraph, a mutual agreement may be arranged among employees with the Employer to provide for per diem expenses pursuant to Paragraph D. in lieu of this paragraph.

D. Intrastate travel.

1. When an employee is required to travel overnight on official business to another island, the employee shall be provided with a per diem of \$80 per 24-hour day.
2. In the case of official overnight travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin thirty (30) minutes before the scheduled flight departure time and shall end upon the employee's return to the employee's home airport.
3. When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

E. Out-of-state travel.

1. When employees are required to travel on official business to areas outside the State of Hawaii, they shall be provided a per diem of \$130 per 24-hour day.
2. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin no later than 24 hours prior to the time the employee is to be at work at the out-of-state destination. The employee shall be scheduled to arrive at the out-of-state destination (applicable airport) at least 10 hours before reporting for duty. The official travel time shall end upon the employee's return to his or her home airport. All calculations will be based on Hawaiian Standard Time.
3. When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

F. Reimbursement for commercial lodging expenses in excess of the lodging rate.

Included in the per diem rate designated in Paragraphs D. and E. shall be a daily allowance for commercial lodging. For intrastate travel, this allowance shall be \$50 per 24-hour day. For out-of-state travel, this allowance shall be \$85 per 24-hour day.

Whenever an employee's commercial lodging cost exceeds the applicable allowance, the employee shall be entitled to an additional amount added to his or her per diem. This amount shall be equal to the difference of the actual daily cost of commercial lodging and the applicable allowance provided herein, multiplied by the number of days spent on commercial lodging. Unless otherwise waived by the Employer, request for commercial lodging expenses in excess of the allowable shall be made in advance of the employee's trip.

G. Furnished meals and/or lodging.

When meals and/or lodging are furnished at no cost to the employee, the Employer shall continue its present practices in adjusting the per diem amounts. However, the per diem allowance provided herein shall not be adjusted when meals are included in conference programs.

H. Advanced per diem.

Whenever possible, an employee shall receive advanced per diem for official travel. The Employer shall reimburse employees who request reimbursement for excess lodging expenses as soon as possible.

Section 27. TEMPORARY ASSIGNMENTS.

A. Temporary assignments shall be made in accordance with existing laws, rules and regulations and as provided in this section. Temporary assignments shall be made on a rotating basis from among qualified regular employees within the same company, unit or bureau; and who are on the same platoon as that in which the temporary assignment originates. If such employees are unavailable then temporary assignment priority shall be given to qualified regular employees on the same platoon who are within the same station; and after that the same division as that in which the temporary assignment originates. Thereafter, consideration shall be given to qualified regular employees in the same station on other platoons before other qualified regular employees are considered. Notwithstanding the foregoing to the contrary, employees serving their 12-month probationary period may be given temporary assignments in cases of extreme emergency.

A qualified regular employee shall mean an employee who has demonstrated, through training, experience or performance, the ability to assume substantially all of the significant duties and responsibilities of the higher position as determined by the Employer or its designated representatives within the fire department.

B. First-Line Fire Apparatus Having No Assigned and Compensated Operator. When an employee is assigned responsibility to service, check, prepare for response and operate (for non-emergency purposes) first-line fire apparatus having no assigned and compensated operator, such employee shall receive an apparatus operator's differential of 1-hour pay as though the employee had been on a temporary assignment as an apparatus operator. In the event an employee is required to operate such unassigned first-line fire apparatus in response to emergencies, the employee shall be compensated as though a temporary assignment had been made for 1 hour or from the time the employee left the station until the time the employee returned to the station including restoration time, whichever is greater. The respective fire chief or fire operations head in each jurisdiction shall, in consultation with the Union determine which first-line fire apparatuses in the respective jurisdiction have no assigned and compensated operator and which are to be covered by this provision (e.g., Hawaii - tankers; Maui - tanker on Molokai; Kauai - mini pumpers and rescue utility vehicle; State - squirt and mini pumper at HIA, Yankee Walter (3,000) at Keahole and Maui, Yankee Walter (1,500) at Hilo, Kauai, Molokai and Lanai.).

Section 27-A. Rank-For-Rank Recall

1. The Employer and Union recognize the need to recall Employees on a rank-for-rank basis to prevent and avoid safety and morale problems. The application of Section 27 (Temporary Assignments) shall be modified to accommodate the pilot voluntary Rank-for-Rank Recall programs for each jurisdiction with respect to scheduled vacations.
2. Due to recall opportunities for fire fighters via this voluntary program, there shall be no premium payments directly related to overtime work such as, but not limited to, compensation for travel time to and from work and mileage reimbursement.
3. When assigning rank-for-rank recall (Fire Fighter II, Fire Fighter III and Fire Captain for the Counties and Airport Fire Equipment Operator, Airport Fire Lieutenant and Airport Fire Captain for the State), the Employers shall in good faith endeavor to assign such overtime work on a fair and equitable basis giving due consideration to operational requirements. No changes shall be made in existing policies and procedures except following good-faith consultation between the parties. There shall be no changes in the classifications covered by said policy and procedures.
4. Each jurisdiction shall, in good faith, meet with the Union at least quarterly during the pilot program to monitor the costs, the operational efficiency, the equitable distribution of overtime among the various

fire fighter ranks and to assess the viability of modifying, continuing or expanding this program prior to the expiration of the Unit 11 Agreement.

Section 28. BUREAU OPPORTUNITY BENEFIT INCENTIVE.

Employees occupying 40-hour positions assigned to a Bureau via a regular appointment or temporary assignment for a period of fifteen consecutive calendar days or longer shall qualify for a Bureau Opportunity Benefit Incentive. In addition, other employees on designated special "40-hour" assignments by approval of the Fire Chief shall qualify for Bureau Opportunity Benefit Incentive. For purposes of this section, employees performing light or limited duty assignment on a 40-hour basis and Fire Fighter Recruits are not eligible for Bureau Opportunity Benefit Incentive.

Effective July 1, 2005, the amount of the Bureau Opportunity Benefit Incentive is \$350 per month and shall be payable during the pay period following the month in which it was earned. The Bureau Opportunity Benefit Incentive shall be in addition to the employee's regular salary and paid in the same manner as the employee's regular salary. It shall also be treated in the same manner as salary in computing adjustments involving less than a full month's pay, but shall not be used for purposes of computing all types of premium pay and differentials and shall not be affected by such premiums and differentials. The Bureau Opportunity Benefit Incentive shall not be considered as part of the employee's base pay or included in any calculations to determine pay resulting from a promotion, demotion, transfer or other personnel movement. In addition, the Bureau Opportunity Benefit Incentive shall not be part of the employee's base pay for purposes of computing overtime as specified in Section 21.

Covered employees shall continue to receive the Bureau Opportunity Benefit Incentive in performance of temporary assignment to higher level positions covered by this section.

The Bureau Opportunity Benefit Incentive shall not be payable during periods of suspension and leaves without pay and shall be deducted on a prorated basis. In addition, it shall not be paid during any period of authorized leaves of absence with pay, including industrial injury leaves, which exceed a continuous period of sixty (60) days.

The Fire Chief shall be responsible for determining the criteria and qualifications necessary for employee assignment to any of these positions. In consultation with the Union, the Fire Chief shall formulate and implement policies and procedures involving the eligibility of Bureau Opportunity Benefit Incentive.

Section 29. HOLIDAYS.

A. Holidays for all employees shall be as follows:

- New Year's Day - First day of January
- Dr. Martin Luther King, Jr. Day - Third Monday of January
- Presidents' Day - Third Monday of February
- Prince Jonah Kūhīō Kalanianaʻōle Day - Twenty-sixth day of March
- Good Friday - Friday preceding Easter Sunday
- Memorial Day - Last Monday of May
- King Kamehameha Day - Eleventh day of June
- Independence Day - Fourth day of July
- Statehood Day - Third Friday of August
- Labor Day - First Monday of September
- Veterans' Day - Eleventh day of November
- Thanksgiving Day - Fourth Thursday of November
- Christmas Day - Twenty-fifth day of December
- General Election Day
- Any day designated by proclamation by the President of the United States or designated by proclamation by the Governor of the State as a holiday.

B. Observance of holidays

1. Employees whose workdays fall on Monday through Friday during the workweek in which a holiday occurs shall observe such holiday as provided below:

<u>Day Holiday Falls</u>	<u>Day Holiday Observed</u>
Saturday	Friday preceding holiday
Sunday	Monday following holiday
Workday	Workday

2. Employees whose workdays fall on other than Monday through Friday during the workweek in which a holiday occurs shall observe such Holiday as provided below:

Day Holiday Falls

Day off

Workday

Day Holiday Observed

First workday after the day off

Workday

3. Whenever required work is performed on an employee's designated holiday the employee shall be paid, in addition to straight time pay, at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay for all hours worked on the holiday; provided that whenever the major portion of a shift falls on a holiday, the entire shift shall be considered holiday work.
- C. The following provisions shall apply in the case of employees assigned to 24-hour shifts, helicopter duty or any work schedule in excess of 40 hours per week:
1. If a holiday falls on a non-work day, the next scheduled work day following such non-work day shall be held and considered to be a holiday for such employee in lieu of such day which so occurs on such non-work day.
 - a. A holiday falls on a work day if the major portion of a scheduled shift falls on the holiday.
 - b. A holiday falls on a non-work day if the major portion of a scheduled shift does not fall on the holiday.
 2. Holiday Premium Pay. Whenever scheduled work is performed on an employee's designated holiday, the employee shall be paid in addition to straight time pay, at the rate of one-half (1/2) times the employee's hourly rate of pay which shall be based on 40 hours per week for all hours worked on the holiday up to a maximum of twenty-four (24) hours; provided that when overtime work is performed on an employee's designated holiday, the employee shall be paid at the appropriate overtime rate for such overtime work.
- D. All employees whose work schedules permit shall be entitled to have the holiday or the shift for that holiday off without loss of pay or benefits. For purposes of determining overtime, holidays not worked as provided herein shall be counted as time worked.
- E. For employees not assigned to twenty-four (24) hour working shifts, whenever two (2) holidays are to be observed on the same calendar day:
1. The first holiday shall be observed in the normal manner; and
 2. The second holiday shall be observed on a date mutually agreed to between the employee and the appointing authority provided that such mutual agreement shall be reached at least sixty (60) calendar days prior to the date the two holidays were to be observed. If an agreement is not reached, the matter shall be referred to the appointing authority or designee for a final and binding decision. The decision shall be made at least thirty (30) calendar days prior to the date the two holidays were to be observed.
 3. The mutually agreed upon date shall occur within the same calendar year.
- F. For employees assigned to twenty-four (24) hour working shifts, whenever two (2) holidays are to be observed on the same calendar day:
1. The first holiday shall be observed in the normal manner; and
 2. The second holiday shall be observed on the next working shift for the purposes of earning holiday premium pay.

Section 30. MEALS.

A. After the Normal Work Shift.

When required to work beyond the normal work shift with less than one work shift prior notice, an employee shall be entitled to a meal after the first two (2) hours and an additional meal at the end of each five (5) hours of continuous work thereafter.

On emergency callouts, an employee shall be entitled to a meal after more than two (2) hours of continuous work and an additional meal at the end of each five (5) hours of continuous work thereafter.

If such employee is not required to return to work after eating a meal, the time allowed to eat the meal shall not be considered time worked; however, if the employee is required to work after eating a meal, the time allowed to eat the meal shall be considered time worked.

The following exceptions shall apply to the above:

1. An employee shall not be entitled to more than one (1) meal in a period of less than seven (7) consecutive hours although the employee may be called back to duty to perform overtime work on more than one occasion during such period of time.
 2. If the overtime work consists of an unscheduled routine work shift only, the employee shall not be entitled to meals pursuant to this subsection.
- B. During Scheduled Work Shift.
- Normal mealtimes shall consist of two (2) forty-five (45) minute periods each day for lunch and dinner. The Fire Chief in each jurisdiction shall, after consultation with the Union or its designated representative in each

jurisdiction, establish the normal mealtime hours. Changes thereafter to the mealtime hours may be made by the Fire Chief after consultation with the Union or its designated representative in each jurisdiction.

When an employee continues to be on duty for a second normal mealtime during the same scheduled work shift, the employee shall be entitled to a meal.

C. Furnishing Meals And Cost.

When employees are entitled to meals, the Employer shall furnish the meals; or at the option of the affected employees, authorize the purchase of meals at specified establishments or reimburse the employee for the reasonable cost of meal items but not to exceed seven dollars (\$7.00) for any meal.

Effective July 1, 2008, when employees are entitled to meals, the Employer shall furnish the meals; or at the option of the affected employees, authorize the purchase of meals at specified establishments or reimburse the employee for the reasonable cost of meal items but not to exceed eight dollars (\$8.00) for any meal.

Effective July 1, 2009, when employees are entitled to meals, the Employer shall furnish the meals; or at the option of the affected employees, authorize the purchase of meals at specified establishments or reimburse the employee for the reasonable cost of meal items but not to exceed eight dollars and fifty cents (\$8.50) for any meal. When an employee is required to travel one day (leaving and returning on the same day) on official business to another island, the employee shall be entitled to a meal allowance of \$20.

No employee shall be entitled to more than one meal for essentially the same time period. It shall be the responsibility of the Employer or its representatives to make suitable arrangements for employees to obtain their meals at appropriate times when they are away from their usual station assignments for extended periods of time. Meals shall be provided to employees who are away from their regular station assignments and who are engaged in fire suppression, rescue or emergency missions for extended periods. Extended periods shall mean a period of between 2 and 5 hours, as defined in each case by the Fire Chief. Under certain circumstances when it does not create a hardship to employees who are entitled to meals, the furnishing of meals may be delayed to enable their unit to return to its station. When employees are temporarily relocated without 24 hours prior notice from their usual station assignments for more than two hours, the Employer shall ensure that such employees are able to obtain their meals in a reasonably timely manner.

D. Each jurisdiction shall maintain Quarterly Meal Reimbursement Accounts by depositing the Meal Reimbursement Allowance (MRA) into checking accounts for each station and platoon. The MRA shall be paid for the second normal meal during the scheduled work shift and on the basis of the full platoon strength per station times the number of scheduled work shifts per month, and will be deposited into the respective checking accounts at the beginning of each quarter by the Employer.

The MRA checking account for each station and platoon and the members thereof will designate a minimum of three (3) employees (provided there are at least three employees assigned) who will be authorized to sign the checks. Amounts for usual and customary bank charges (such as a standard monthly checking account charge) if any, shall be added to the quarterly deposits made by the Employer. It is understood that other charges relating to the management of the checking account (i.e., ordering checks and/or overdrafts) shall be the responsibility of the employees for whom the account is established. Each company officer (or comparable supervisor as determined by the Employer jurisdiction) will be designated as the custodian of the MRA account for the platoon and will have the responsibility for maintaining financial records of the account and reconciling the check statements on a monthly basis. In the case of multiple company stations, the custodian of the MRA account may be rotated periodically among the company officers on the same platoon.

The employees understand that this MRA is to be administered on a "common mess" basis in that the funds disbursed will be for the meals for all the personnel on the respective work shift and platoon. Personnel will not be entitled to cash payments for meals not consumed.

Purchases made from the MRA will be limited to food items, condiments and kitchen sundry items such as aluminum foil and other paper products. Check payments will be made to vendors or to authorized Employer accounts only. Checks written to "cash" or to individual employees will not be authorized.

MRA funds shall remain the property of the Employer until properly expended and accounted for pursuant to Employer procedures. Any unauthorized payments or funds unaccounted for may be the basis for disciplinary and/or legal action.

A monthly expense statement will be posted on the station bulletin board and a quarterly statement shall be prepared for review by the Employer designated Battalion or District Fire Chief. The preparation of the statement will be the responsibility of each platoon custodian.

The financial records and check book for each platoon will be reviewed by the respective Battalion or District Fire Chief, who will ensure that the check books are properly reconciled, that the records are being kept in accordance with Employer procedures, and that the funds are properly accounted for.

E. When 40-hour employees render service in response to an incident (verified

by an incident number), they shall be furnished a meal or compensated for a meal after the first two (2) hours of actual overtime work performed and after the end of each five (5) hours of continuous overtime work thereafter. Employees cannot claim compensation in lieu of a furnished meal.

Section 31. Compensatory Time Off.

An employee will be scheduled for compensatory time-off by the Employer. An employee on compensatory time-off shall be deemed to be on official leave with pay status. An employee who notifies the department head promptly or substantiates to the satisfaction of the department head that the employee was sick on a scheduled day of compensatory time-off shall be charged only with sick leave.

An employee who resigns or terminates service, shall be paid in cash for all compensatory time credit earned but not accumulated as vacation leave or taken as compensatory time-off and the payment shall be based upon the employee's rate of pay at the same time of resignation or termination.

Section 32. WAGES

A. Effective July 1, 2007:

- (1) The salary schedule in effect on June 30, 2007 shall be designated as Exhibit A.
- (2) Exhibit A shall be amended as shown in the salary schedule designated as Exhibit B.
- (3) Employees shall move or remain on Exhibit B as follows:
 - a. All employees who are on a step or receiving a basic rate of pay lower than warranted by their cumulative years of service as provided in Subsection O. Step Movements of Section 32A. Compensation Adjustments shall move to the appropriate step in their salary range on July 1, 2007.
 - b. Catch-up step movements: After July 1, 2007, all employees who are on a step or receiving a basic rate of pay lower than warranted by their cumulative years of service as provided in Subsection O. Step Movements of Section 32A. Compensation Adjustments shall move to the next higher step in their salary range on the employees' service anniversary date.
 - c. Service step movements: All employees who complete the cumulative years of service required for the next higher step in the pay range as provided in Subsection O. Step Movements of Section 32A. Compensation Adjustments shall move to such step on the employees' service anniversary dates, provided that the employees did not receive a catch-up step movement in accordance with A(3)b. above.
 - d. All other employees who are on or beyond their appropriate step based on their cumulative years of service shall remain at their respective step or rate until such time as the employees' cumulative service corresponds with the next higher step on the salary schedule.

B. Effective July 1, 2008:

- (1) Exhibit B shall be amended as shown in the salary schedule designated as Exhibit C.
- (2) Employees shall move or remain on Exhibit C as follows:
 - a. Catch-up step movements: All employees who are on a step or receiving a basic rate of pay lower than warranted by their cumulative years of service as provided in Subsection O. Step Movements of Section 32A. Compensation Adjustments shall move to the next higher step in their salary range on the employees' service anniversary dates.
 - b. Service step movements: All employees who complete the cumulative years of service required for the next higher step in the pay range as provided in Subsection O. Step Movements of Section 32A. Compensation Adjustments shall move to such step on the employees' service anniversary dates, provided that the employees did not receive a catch-up step movement in accordance with B(2)a. above.
 - c. All other employees who are on or beyond their appropriate step based on their cumulative years of service shall remain at their respective step or rate until such time as the employees' cumulative service corresponds with the next higher step on the salary schedule.
 - d. Notwithstanding the above, employees with 22 or more years of service whose salaries are below Step L4 of the employees' salary range shall be placed on Step L4 of the employees' salary range on the employees' service anniversary dates.

C. Effective July 1, 2009:

- (1) Exhibit C shall be amended as shown in the salary schedule designated as Exhibit D.
- (2) Employees shall move or remain on Exhibit D as follows:
 - a. Catch-up step movements: All employees who are on a step or receiving a basic rate of pay lower than warranted by their cumulative years of service as provided in Subsection O. Step

Movements of Section 32A. Compensation Adjustments shall move to the next higher step in the salary range on the employees' service anniversary dates.

- b. Service step movements: All employees who complete the cumulative years of service required for the next higher step in the pay range as provided in Subsection O. Step Movements of Section 32A. Compensation Adjustments shall move to such step on the employees' service anniversary dates, provided that the employees did not receive a catch-up step movement in accordance with C(2)a. above.
 - c. All other employees who are on or beyond their appropriate step based on their cumulative years of service shall remain at their respective step or rate until such time as the employees' cumulative service corresponds with the next higher step on the salary schedule.
 - d. Notwithstanding the above, employees with 22 or more years of service whose salaries are below Step L4 of the employees' salary range shall be placed on Step L4 of the employees' salary range on the employees' service anniversary dates.
- D. Effective July 1, 2010:
- (1) Exhibit D shall be amended as shown in the salary schedule designated as Exhibit E.
 - (2) Employees shall move or remain on Exhibit E as follows:
 - a. Catch-up step movements: All employees who are on a step or receiving a basic rate of pay lower than warranted by their cumulative years of service as provided in Subsection O. Step Movements of Section 32A. Compensation Adjustments shall move to the next higher step in their salary range on the employees' service anniversary dates.
 - b. Service step movements: All employees who complete the cumulative years of service required for the next higher step in the pay range as provided in Subsection O. Step Movements of Section 32A. Compensation Adjustments shall move to such step on the employees' service anniversary dates, provided that the employees did not receive a catch-up step movement in accordance with D(2)a. above.
 - c. All other employees who are on or beyond their appropriate step based on their cumulative years of service shall remain at their respective step or rate until such time as the employees' cumulative service corresponds with the next higher step on the salary schedule.
 - d. Notwithstanding the above, employees with 22 or more years of service whose salaries are below Step L4 of the employees' salary range shall be placed on Step L4 of the employees' salary range on the employees' service anniversary dates.
- E. Catch-up step movements and service step movements as provided above shall be continued in successor agreements unless modified or terminated by mutual consent of the parties. All step movements costs under this section shall be included in the costs of collective bargaining and submitted to the respective legislative bodies for approval at the appropriate time.
- F. For the purpose of the Agreement, the hourly rate of pay shall be derived by dividing the annual rate of pay by (the applicable average hours of work per week x 52).

Section 32-A. COMPENSATION ADJUSTMENTS.

A. General Provisions.

- (1) For purposes of clarification, the provisions of this Section shall not be applicable where an employee moves from one governmental jurisdiction to another, except as specifically provided herein.
- (2) For purposes of this Section, "basic rate of pay" means the rate of pay assigned to the salary range and step an employee is receiving as compensation. For an employee whose position is not assigned to the salary range, "basic rate of pay" shall mean the actual rate of compensation the employee is receiving as remuneration for services performed in a particular position, not including any differentials.
- (3) When the effective dates of more than one personnel action coincide, pay adjustments shall be made in the following order:
 - a. Step movement;
 - b. Negotiated wage increase;
 - c. Changeover to a new pay schedule;
 - d. Repricing;
 - e. Promotion;
 - f. Reallocation;
 - g. Other personnel actions.
- (4) A leave of absence without pay shall end upon the day before the first working day an employee properly reports for duty, and an employee shall be entitled to receive compensation as of the first working day the employee properly reports for duty. Each calendar day from the beginning to the end

of an employee's leave of absence without pay shall be charged as leave without pay provided that an employee who is granted a leave of absence without pay and who returns to duty after being absent from work for only one working day or less, shall be charged for one day of leave of absence without pay or less, as applicable, even though one or more scheduled or normal non-working days or a holiday may have preceded the employee's return to duty.

- (5) Pay adjustments for employees who work less than a normal month shall be computed pursuant to the following formula: Employee's monthly basic rate of pay (as shown on the appropriate salary schedule) plus Permanent Differential (PD), Temporary Differential (TD), Conversion Differential (CD), or Temporary Compression Differential (TCD), as applicable multiplied by (number of days worked divided by number of working days in a month, including holidays).
 - (6) An employee who suffers a disabling personal injury arising out of and in the course of employment, except for an injury caused by the employee's negligence, willful intention to injure the employee or others, or by the employee's intoxication or because of the influence of a non-prescribed controlled substance, shall be credited for a full day's work on the day of the injury regardless of the time the employee is injured.
 - (7) An employee who initially was properly compensated following a promotion, the adoption of a new pay schedule, a temporary assignment, pricing or repricing, or any other personnel action affecting pay, shall not be required to make reimbursement when it is found subsequently that an overpayment in salary occurred due to the retroactive feature of a position classification action. However, the proper pay adjustment shall be made as of the first pay period following the date of notice of action by the director.
 - (8) If an employee's pay check was computed on the basis of anticipated hours worked and authorized paid time off from work, but the employee is absent from work and the entire absence cannot be considered as authorized paid time off from work, the Employer shall make appropriate adjustments to the employee's subsequent pay check(s).
- B. Compensation Adjustment Upon Promotion.
- (1) "Promotion" means the movement of a regular employee from the position in which the employee last held a permanent appointment to a vacant civil service position assigned to a class with a higher pay range in the salary schedule.
 - (2) A regular employee who is promoted shall be compensated at the lowest step in the higher salary range which rate exceeds the employee's basic rate of pay by five percent. If there is no step in the higher pay range which rate exceeds the employee's basic rate of pay by at least five percent, the employee shall be compensated at the maximum step in the higher pay range, or at the employee's basic rate of pay, whichever is greater. Effective July 1, 2006, a regular employee who is promoted shall be compensated as follows:
 - (a) For promotions involving a movement of three (3) or less salary ranges, the employee shall be compensated at the corresponding step in the higher salary range.
 - (b) For promotions involving a movement or more than three (3) salary ranges, the employee shall be compensated at the step in the higher salary range which is equal to the rate for promotions involving three (3) salary ranges. If such a rate falls below the minimum step, the employee shall be compensated at the minimum step of the higher salary range.
 - (3) Regular employees who return to their permanent positions after a limited term promotion shall be compensated as though they had remained in their permanent positions continuously.
- C. Compensation Adjustment Upon Demotion.
- (1) Definitions:
 - (a) "Demotion" means the movement of a regular employee from the position in which the employee last held a permanent appointment to a vacant civil service position assigned to a class with a lower pay range in the salary schedule.
 - (b) "Demotion due to a reorganization" means a demotion of an employee as a result of a reorganization action.
 - (c) "Demotion to avoid layoff" means a demotion accepted by an employee to avoid being laid off.
 - (d) "Disciplinary demotion" means a demotion action taken by the appointing authority for disciplinary reasons.
 - (e) "Involuntary demotion" means a demotion action taken by the appointing authority due to the employee's inability to perform the duties and responsibilities of the employee's position, or due to the employee's failure to meet qualification requirements for the position.
 - (f) "Non-service connected disability demotion" means the movement of an employee to a vacant civil service position assigned to a class with a lower pay range in the salary schedule, due to a

disability sustained by the employee other than while performing the duties and responsibilities of the employee's position.

- (g) "Service connected disability demotion" means the movement of a regular employee or an employee serving an initial probationary period to a vacant civil service position assigned to a class with a lower pay range in the salary schedule, due to a disability sustained by the employee while performing the duties and responsibilities of the employee's position.
 - (h) "Voluntary demotion" means a demotion requested by an employee and granted by the appointing authority.
- (2) Disciplinary or Involuntary Demotion.
- (a) A regular employee who is involuntarily demoted or who is demoted for disciplinary reasons shall be compensated at the corresponding step in the lower salary range or any lower step in the lower salary range.
 - (b) Upon release from a disciplinary demotion given on a temporary basis, a regular employee shall be compensated as though the employee had remained in the former position continuously.
- (3) Demotion to Avoid Layoff; Demotion due to Reorganization; Service Connected Disability Demotion. An employee who accepts a demotion to avoid layoff; or is demoted due to a reorganization; or who receives a service connected disability demotion, shall retain the employee's basic rate of pay; provided:
- (a) If the employee's basic rate of pay falls between two steps in the lower pay range, the employee shall be compensated at the step in the lower pay range whose rate is immediately below the employee's basic rate of pay and shall be entitled to a TD.
 - (b) If the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be compensated at a maximum step and shall be entitled to a TD.
- (4) Non-Service Connected Disability Demotion.

An employee who receives a non-service connected disability demotion shall be compensated as provided below.

- (a) A regular employee who has fifteen or more years of continuous service in the civil service of the employee's governmental jurisdiction shall retain the employee's basic rate of pay; provided that:
 - 1) If the employee's basic rate of pay falls between two steps in the lower pay range, the employee shall be compensated at the step in the lower pay range whose rate is immediately below the employee's basic rate of pay and shall be entitled to a TD.
 - 2) If the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be compensated at the maximum step and shall be entitled to a TD.
- (b) A regular employee with at least five years but less than fifteen years of continuous service in the civil service of the employee's governmental jurisdiction shall retain the employee's basic rate of pay for a period beyond the effective date of the demotion as follows:

Years of Service	Months of Compensation Retention
5	12
6	14
7	16
8	18
9	20
10	22
11	24
12	26
13	28
14	30

- 1) If the employee's basic rate of pay falls between two steps in the lower pay range, the employee shall be compensated at the step in the lower pay range whose rate is immediately below the employee's basic rate of pay and shall be entitled to a TD.
 - 2) If the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be compensated at the maximum step and shall be entitled to a TD
- (c) The basic rate of pay of a regular employee with less than five years of continuous service in the civil service of the employee's governmental jurisdiction, or a regular employee whose retention period as prescribed in the subsection C. (4) (b) has expired, shall be adjusted in the manner of adjustments for service connected disability demotion, provided the employee shall not be entitled to a TD.

- (5) Voluntary Demotion.
- (a) A regular employee who accepts a voluntary demotion shall be compensated at the highest step in the lower pay range which rate is not greater than ninety-five percent of the employee's basic rate of pay. If there is no step in the lower pay range which rate is not greater than ninety-five percent of the employee's basic rate of pay, the employee shall be compensated at the minimum step. Effective July 1, 2006, a regular employee who accepts a voluntary demotion shall be compensated as follows:
- 1) For voluntary demotions involving a movement of three (3) or less pay ranges, the employee shall be compensated at the corresponding step in the lower pay range.
 - 2) For voluntary demotions involving a movement of more than three (3) pay ranges, the employee shall be compensated at the step in the lower pay range which is equal to the rate for voluntary demotions involving three (3) pay ranges. If such rate falls above the maximum step in the lower pay range, the employee shall be compensated at the maximum step of the lower pay range.
- (b) Upon return to the position in which an employee last held a permanent appointment, a regular employee who is demoted on a temporary or provisional appointment basis shall be compensated as though the employee had remained in the former position continuously.
- D. Compensation Adjustment Upon Transfer
- (1) "Transfer" means the movement of a regular employee from the position in which the employee last held a permanent appointment to a vacant civil service position which is in the same class or in a different class assigned to the same pay range in the salary schedule.
 - (2) A regular employee who is transferred shall continue at the same basic rate of pay.
- E. Compensation Adjustment Upon Reallocation.
- (1) Definitions:
 - (a) "Reallocation Downward" means the reallocation of a position to a class assigned to a lower pay range in the salary schedule.
 - (b) "Reallocation Upward" means the reallocation of a position to a class assigned to a higher pay range in the salary schedule.
 - (2) Compensation following reallocation upwards shall be adjusted in the manner as adjustments for promotion.
 - (3) Compensation adjustment for a reallocation downward shall be in the manner prescribed in subsection C.(3). However, when downward reallocations are due to disciplinary, involuntary, or voluntary reasons, the employee's basic rate of pay shall be adjusted in the manner as adjustments for disciplinary, involuntary, or voluntary demotions, as applicable.
 - (4) Compensation following reallocation of a position in a class to the same pay range shall be adjusted in the manner of adjustments for transfer.
- F. Compensation Adjustment Upon Repricing.
- (1) The basic rate of pay of an employee whose position is in a class which is repriced to a higher pay range shall be adjusted in the manner as adjustments for promotion.
 - (2) The basic rate of pay of an employee whose position is in a class which is repriced to a lower pay range shall be adjusted in the manner as adjustments are prescribed in subsection C.(3).
- G. Compensation of Employees Selected From an Open Competitive List Resulting From a Recruitment Above the Minimum.
- Notwithstanding any other provision in this Section, employees selected through an open competitive recruitment which permits hiring above the first step may be compensated at a rate determined by the employer upon their appointment from the open competitive list; provided that the amount the employee will receive is not less than the amount the employee would have received if the employees were compensated in accordance with the applicable provisions in this Section.
- H. Compensation for Temporary Assignment Performed.
- Compensation for temporary assignment shall be as follows:
- (1) Except as provided in subsection H.(6), the basic rate of pay of an employee who performs temporary assignment involving a position assigned to a class in a higher pay range in the salary schedule shall be adjusted in the manner as adjustments for promotion except that any TD or CD which the employee was receiving shall not be added to the basic rate of pay but shall be retained by the employee while performing the temporary assignment. Any employee who performs temporary assignment involving a position for which an adjusted entry rate has been prescribed by the employer, and whose rate of pay, when adjusted hereunder is below the adjusted entry rate, shall be entitled to an additional amount of compensation which shall be the difference between the employee's adjusted basic rate of pay and the

adjusted entry rate prescribed by the employer. This difference, to be referred to as a temporary assignment differential, (TAD) shall not be considered as part of the employee's base pay. The TAD shall end upon completion of the temporary assignment.

- (2) An employee who performs a temporary assignment involving a position assigned to the same or lower pay range in the salary schedule shall continue to be compensated at the employee's basic rate of pay prior to the temporary assignment. It is provided that any employee who performs temporary assignment involving a position for which an adjusted entry rate has been prescribed by the employer, and whose basic rate of pay is below the adjusted entry rate, shall be entitled to an additional amount of compensation which shall be the difference between the employee's basic rate of pay and the adjusted entry rate prescribed by the employer. This difference, to be referred to as a temporary assignment differential, (TAD) shall not be considered as part of the employee's base pay. The TAD shall end upon completion of the temporary assignment.
- (3) Whenever a temporary assignment involves the assumption of duties and responsibilities of an exempt position not assigned to a salary range (regardless of whether the exempt position is within the bargaining unit or outside the bargaining unit), employees will be compensated at the prescribed statutory rate of pay if such rate is higher than the employee's existing basic rate of pay. If there is no prescribed statutory rate, the appointing authority may exercise discretion in setting compensation for temporary assignment; provided, the compensation shall be no less than the employee's basic rate of pay.
- (4) Whenever a temporary assignment is made to an exempt employee whose position is not assigned to the salary schedule and whose temporary assignment involves the assumption of the significant duties and responsibilities of a position assigned to a salary schedule outside the bargaining unit, the following will be used to determine whether the assignment is to a higher pay range:
 - (a) The maximum rate for the class to which temporary assignment is made is higher than the employee's existing rate; provided, the dollar difference between the two is more than 5% of the employee's existing basic rate of pay.
 - (b) If the temporary assignment is to a position in a higher pay range, as determined above, the employee will be compensated at that step in the higher pay range which exceeds the employee's existing rate by 5%. If there is no step in the higher range which rate exceeds the employee's basic rate of pay by at least 5%, the employee shall be compensated at the maximum step in the higher pay range or at the employee's basic rate of compensation, whichever is greater.
 - (c) If the temporary assignment does not involve a higher pay range as determined above, the employee shall be compensated pursuant to subsection H.(2).
 - (d) TAD shall be provided in the same manner as provided in subsection H.(1) and H.(2).
- (5) Whenever a temporary assignment involves the assumption of the duties and responsibilities of a position in the Excluded Managerial Compensation Plan (EMCP), such assignment shall be compensated in accordance with the provisions that are applicable to Excluded Managerial (EM) employees.
- (6) Compensation adjustments shall not be provided for the following:
 - (a) An employee whose position includes assuming the duties and responsibilities of the employee's superior in the absence of the superior and which assignment is recognized in the employee's position classification and pricing.
 - (b) An employee who performs duties in accordance with the terms of a formal training agreement entered into with the employee's department head and approved by the director.

I. Differential Pay.

- (1) Temporary Differential Pay.
 - (a) An employee shall be eligible for temporary differential pay as may be provided in this Section. The amount of TD pay shall be the difference between the employee's basic rate of pay prior to the action taken and the employee's new basic rate of pay.
 - (b) The TD pay shall not be considered part of an employee's basic rate of pay.
 - (c) The TD pay shall be reduced by an amount equal to any adjustment in the employee's basic rate of pay due to promotion, upward reallocation, or repricing upward actions. When the adjustment due to these actions is greater than or equal to the TD pay, the TD pay shall be terminated.
 - (d) When an employee with TD pay is demoted or transferred, or whose position is reallocated to a class in the same or lower pay range, the TD shall be continued in the new pay range.
- (2) Permanent Differential Pay.

- (a) An employee shall be eligible for permanent differential (PD) pay as may be provided in Section 32, Wages, of the Agreement. The amount of PD shall be the difference between the employee's basic rate of pay prior to the action taken and the employee's new basic rate of pay.
 - (b) The PD pay shall not be considered part of an employee's basic rate of pay.
 - (c) The PD pay shall not be affected by either salary adjustments or promotion, demotion, reallocation of the employee's position, or repricing of the class to which the employee's position is assigned but shall be continued in the new pay rate or range.
 - (3) Conversion Differential Pay.
 - (a) An employee shall be eligible for conversion differential (CD) pay as may be provided in Section 32, Wages, of the Agreement. The amount of CD shall be the difference between the employee's basic rate of pay prior to the action taken and the employee's new basic rate of pay.
 - (b) The CD pay shall not be considered part of an employee's basic rate of pay.
 - (c) The CD pay shall be reduced by an amount equal to any adjustment in the employee's basic rate of pay due to promotion, upward reallocation, or repricing upward actions. When the adjustment due to these actions is greater than or equal to the CD pay, the CD pay shall be terminated.
 - (d) When an employee with CD pay is demoted or transferred, or whose position is reallocated to a class in the same or lower pay range, the CD shall be continued in the new pay range.
 - (4) Temporary Compression Differential Pay.
 - (a) An employee shall be eligible for temporary compression differential (TCD) pay as may be provided in Section 32, Wages, of the Agreement. The amount of TCD pay shall be the difference between the employee's basic rate of pay prior to the action taken and the employee's new basic rate of pay.
 - (b) The TCD pay shall not be considered part of an employee's basic rate of pay.
 - (c) The TCD pay shall be reduced by an amount equal to any adjustment in the employee's basic rate of pay upon attaining an equal or higher regular salary.
 - (d) When an employee with TCD pay is demoted or transferred, or whose position is reallocated to a class in the same or lower pay range, the TCD shall be continued in the new pay range.
- J. Compensation Adjustments for Non-Regular Employees
- (1) Movements of non-regular employees to other civil service positions shall not be classified as promotions, transfers, or demotions, but shall be considered as new appointments and compensation adjustments upon these new appointments shall be as prescribed in this section.
 - (2) A non-regular employee who is moved from the position in which the employee was serving a probational appointment to another position assigned to the same salary range shall continue at the same basic rate of pay.
 - (3) A non-regular employee who is moved from the position in which the employee was serving as a temporary appointment to another position in the same class and in the same department shall continue at the same basic rate of pay.
 - (4) Non-regular employees serving temporary appointments who are converted to initial probational or permanent appointments in the same positions that the employees were serving temporary appointments will continue to receive the same basic rate of pay they were receiving while serving temporary appointments.
 - (5) The compensation of a non-regular employee after a personnel transaction other than as described in subsections K.(2), K.(3), and K.(4), shall be at the initial step of the salary range.
- K. Compensation Adjustments for Exempt Employees Accepting Civil Service Appointments, Or Whose Exempt Positions Are Converted to Civil Service Positions.
- (1) Exempt employees who move to civil service positions or who are granted civil service status pursuant to legislation shall not have the transaction considered as promotions, transfers, or demotions. Such transactions shall be considered new appointments and pay adjustments upon these new appointments shall be as prescribed in this section.
 - (2) An exempt employee who is granted civil service status pursuant to legislation shall retain the basic rate of pay the employee was receiving immediately prior to being granted civil service status; provided:
 - (a) If the employee's rate of pay falls between two steps in the salary schedule, the employee shall be compensated at the lower step.
 - (b) If the employee's rate of pay falls below the minimum step of the salary schedule, the employee shall be compensated at the minimum step.
 - (c) If the employee's rate of pay falls above the maximum step of the salary schedule, the employee shall be compensated at the maximum step.

- (3) Exempt employees selected from an open competitive list to civil service positions other than as described in subsection L.(1), shall be compensated at the initial step of the salary range.
- L. Compensation Adjustments for Employees Moving to Exempt Appointments.
 Movements of employees to exempt positions shall not be classified as promotions, transfers, or demotions, but shall be considered as new appointments and compensation adjustments upon these new appointments shall be as follows:
- (1) The employee shall be compensated at the prescribed statutory rate for the exempt position; or,
 - (2) If there is no prescribed statutory rate, then the rate determined by the appointing authority.
- M. Compensation Adjustments for Regular Employees Serving Limited Term Appointments, Temporary Appointments, or New Probational Appointments in Another Position.
- (1) Regular employees serving limited term appointments, temporary appointments, or new probational appointments, who are promoted, transferred, or demoted, or whose permanent position is reallocated or repriced shall have their compensation adjusted from their permanent positions pursuant to sections B., C., D., E., or F., as applicable, except as follows:
 - (a) An employee who is moved from the position in which the employee was serving a probational appointment to another position assigned to the same salary range shall continue at the same basic rate of pay.
 - (b) An employee who is moved from the position in which the employee was serving a temporary appointment to another position in the same class and in the same department shall continue at the same basic rate of pay.
 - (2) Regular employees serving limited term or other temporary appointments who are converted to probational or permanent appointments in the same positions that they were serving on a limited term or other temporary appointment basis shall continue to receive the same basic rate of pay they were receiving while serving the limited term or temporary appointment.
- N. Compensation Adjustments Following an Intergovernmental Movement Made Pursuant to Law.
 When an intergovernmental movement has been made pursuant to law, the compensation of the regular employee involved shall be adjusted as follows:
- (1) If the result of the intergovernmental movement is that the employee moves to a position assigned to a class with a higher pay range in the salary schedule than the previous pay range, the employee's compensation shall be adjusted in the manner as adjustments for promotion.
 - (2) If the result of the intergovernmental movement is that the employee moves to a position assigned to a class with the same pay range in the salary schedule as the previous pay range, the employee's compensation shall be adjusted in the manner of adjustments for transfer.
 - (3) If the result of intergovernmental movement is that the employee moves to a position assigned to a class with a lower pay range in the salary schedule than the previous pay range, the employee's compensation shall be adjusted in the manner as adjustments for voluntary demotion.
- O. Step Movement.
- (1) Definitions – The following definitions shall be applicable to this subsection:
 - (a) “Step movement” means an increase of an employee’s basic rate of pay to the next higher step within the pay range which may be granted as provided in Section 32. Wages.
 - (b) “Service anniversary date” means the date the employee is granted a step movement, which shall be the anniversary of the employee’s last date of hire (adjusted for periods of time not creditable as provided in subsection (3) below).
 - (c) “Service” means employment service for the Employer in an existing or previously existing class or position which is or has been included in or excluded from the bargaining unit for which the Union is certified as the exclusive bargaining representative under the provisions of the Hawaii Collective Bargaining in Public Employment Law. Service shall include service in all Employer jurisdictions.
 - (2) Eligibility for Step Movement – Any employee at a step or rate below the maximum step of the pay range shall be eligible for and shall receive a step movement on the employee’s service anniversary date, provided the employee has completed the cumulative years of service corresponding to the next higher step as specified in the following:

Step	Cumulative Years of Service
E	0<4
F	4<7
G	7<10
H	10<13

L1	13<16
L2	16<19
L3	19<22
L4	22 or more

(3) Creditable Service for Step Movement.

- (a) Service throughout a work year shall be creditable for step movement provided that:
 - 1. absences without pay, except as provided in (b) below; or
 - 2. absences due to suspension shall be considered time not creditable and shall be made up by rendering a period of service equal to the time not creditable.
- (b) A period of authorized leave without pay for the following purposes shall be construed as creditable service:
 - 1. to pursue a course of instruction relating to the employee's work,
 - 2. to engage in research, relating to the employee's work,
 - 3. to render services at the State legislature,
 - 4. to serve on loan by contract to another government,
 - 5. to be on sabbatical leave,
 - 6. to be on military service,
 - 7. to recuperate from an injury for which weekly workers' compensation payments are made,
 - 8. to work in an exempt position.

P. Other Compensation Adjustments.

Compensation adjustments not expressly provided for by this Section but necessitated by authorized personnel movements or situations shall be made by the director of personnel services, or director of civil service, as applicable; provided that consultation shall take place with the Union prior to effecting any adjustment under this section.

As a result of discussions between the Union and the Employer concerning the Unit 11 salary schedule with its single rate pay range which is applicable to the entry level for non-regular employees; and concerning compensation adjustments affecting regular employees who are not in Bargaining Unit 11 (BU 11) but are promoted, transferred or demoted to BU 11, the Employer will adhere to the following interpretation:

Entry to the Unit 11 salary schedule shall be at the lowest step. All jurisdictions will interpret their personnel rules so that the Unit 11 salary schedule will be considered as a "compressed salary schedule with a single rate pay range."

Section 33. VACATIONS.

Employees other than those assigned to 24-hour shifts shall earn vacation leave at the rate of one and three-quarters working days for each month of service. If such employee renders less than a month of service, the employee's vacation allowance shall be computed as follows:

Actual Days of Service	Working Days of Leave
1 to 3	0
4 to 6	1/2
7 to 9	3/4
10 to 12	1
13 to 15	1-1/4
16 to 18	1-1/2
19 or more	1-3/4

Employees assigned to 24-hour work shifts shall earn vacation leave at the rate of ten (10) working shifts for each year of service. If such employee renders less than a year of service, the employee's vacation allowance for such year shall be computed on the basis of one-twelfth (1/12) of one (1) full year's leave for each month of service. If such employee works less than a calendar month for which less than a full month's salary is received, the employee shall earn two (2) hours vacation leave for each working shift not to exceed 20 hours per month.

When a change occurs to an employee's work shift between the 24-hour schedule and other schedules, the employee's vacation credits shall be converted to the equivalent amount for the currently assigned work shift.

Except as hereinafter otherwise provided, vacation allowance shall accrue to an employee while on authorized leave with pay.

No vacation shall accrue:

- A. During the period of any vacation leave or sick leave granted when the employment terminates or is to terminate at the end of such leave;

- B. While the employee is on leave without pay, except for the period the employee is on leave for disability and is being paid workers' compensation therefor;
- C. During any period of valid suspension for disciplinary reasons;
- D. During any period of unauthorized leave;
- E. During any period the employee is on sabbatical leave.

An employee serving on an emergency, temporary appointment outside the list, or a provisional appointment shall not be entitled to a vacation with pay. However, a provisional appointee shall be entitled to earn and accrue vacation allowances during the term of the provisional appointment and if upon termination of such provisional appointment the employee receives probationary or limited term or permanent appointment in the same position, the employee shall be credited with the allowances earned and accrued during the provisional appointment and if the employee does not become such limited term, probationary or regular employee, the vacation allowance shall be automatically forfeited. It is provided, however, that a regular employee who receives a promotion through a provisional appointment shall be considered to be a regular employee and shall continue to earn vacation allowance.

It shall be the duty of an employee desiring to take vacation leave to submit to the department head, an application for such vacation on a form prescribed by the Employer.

Such application must be filed at least 15 days prior to the proposed commencement date of such vacation to enable the department head concerned to make the necessary arrangements for any readjustment of work in the department. If advance notice is not given as required, the department head may deny the vacation request. However, the department head may waive the requirement of advance notice when emergency situations or extraordinary circumstances arise.

When a vacation is requested upon proper application by an employee, it shall be granted to and taken by the employee at such time or times as the department head may designate. However, wherever possible, the department head shall grant the vacation as requested or as close to the requested period as the exigencies or conditions of the department will permit so as to prevent any forfeiture of vacation allowance.

When a vacation is granted it may include, at the request of the employee, all accumulated and accrued vacation allowance up to the end of the employee's last full month of service immediately preceding the commencement of the vacation; provided, an employee shall not be granted or permitted to take a vacation in any calendar year in excess of 90 working days or 44 working shifts in the case of employees assigned to 24-hour work shifts.

An employee may be recalled to duty before the expiration of any granted vacation when, in the opinion of the department head, the employee's services are required. In such event the employee shall be credited with vacation allowance for the unused portion of the granted vacation and the same shall be automatically accumulated.

As used herein, a working day shall mean a calendar day during which an employee performs the employee's assigned duties during the employee's scheduled hours and receives pay therefor. As used herein, a working shift shall mean a scheduled twenty-four (24) hour tour of duty during which such employees perform their assigned duties and receive pay therefor.

With the exception of employees assigned to 24-hour work shifts, an employee may not accumulate more than 15 days of vacation allowance per calendar year, unless prior approval is secured by the employee from the department head for the accumulation of the full amount, said accumulation to be granted only for good cause shown.

Any employee may accumulate for the succeeding calendar year or years such unused portion of vacation allowance as is permitted above, provided that the total accumulation shall not exceed 90 working days, or 44 working shifts in the case of employees assigned to 24-hour work shifts, as of the end of the calendar year. Such accumulation shall be automatic.

Whenever the employee's accumulated vacation allowance at the end of any calendar year exceeds 90 working days, or 44 working shifts in the case of employees assigned to 24-hour work shifts, the employee shall automatically forfeit such excess; provided the employee shall be given pay in lieu of vacation to the extent of such excess, if, upon investigation by the personnel director, it is found that the excess vacation credit resulted from the employee's inability to be allowed vacation time off because of orders of the appointing authority.

Nothing contained in these rules shall be construed to require the forfeiture or to prohibit the taking of any vacation which is commenced on or before the last working day of any calendar year. Such vacation may be so granted notwithstanding the fact that the recording of the current accrued vacation for such year on the last day thereof may result in an accumulation of more than 90 working days, or 44 working shifts in the case of employees assigned to 24-hour work shifts, including the vacation so granted. The period of such vacation shall be regarded for all purposes as if the same had been taken entirely prior to the last day of such calendar year.

Whenever an employee is unable to utilize excess vacation leave because of sickness or injury, the employee shall be required to take such excess vacation immediately upon return to work.

Whenever a termination of services takes place, the employee shall be paid as follows:

A. For employees hired on or before June 30, 1997, the employee is to be paid for vacation allowance either in a lump sum or in the normal manner.

However, when payment in a lump sum is made, the sum payable for vacation allowance shall be equal to the amount of compensation to which the employee would be entitled or which the employee would be allowed during the vacation period if the employee were permitted to take the employee's vacation in the normal manner. It is provided that whenever an employee is discharged for cause, the lump sum vacation allowance payable shall be computed on the basis of the employee's accumulated vacation hours multiplied by the employee's hourly rate of pay as of the effective date of discharge.

B. For employees hired on or after July 1, 1997, the employee is to be paid for vacation allowance in a lump sum computed on the basis of the employee's accumulated vacation hours multiplied by the employee's hourly rate of pay as of the effective date of termination.

C. In the event that an employee is rehired by the Employer without a break in service and continues to earn vacation allowance, such a payment shall not be made.

An employee who, by reason of accident arising out of and in the course of employment with the Employer or by disease proximately caused by or resulting from such employment is entitled to accidental injury leave compensation under Section 35 of this Agreement, or temporary total disability compensation under Chapter 386, Hawaii Revised Statutes, as amended, may apply for vacation leave, as well as file a claim for workers' compensation or accidental injury leave compensation. The employee shall be entitled to receive vacation leave, the pay for which shall be the difference between the employee's regular salary and the temporary total disability workers' compensation or accidental injury leave compensation; provided the employee has accumulated vacation leave credits from which the pay shall be deducted.

Section 34. SICK LEAVES.

Sickness - Any physical or mental disability not willfully or intentionally provoked by the employee, preventing the performance of the employee's regular or usual duties but excluding physical disabilities suffered by the employee while gainfully performing work other than for the Employer.

Employees other than those assigned to 24-hour work shifts shall earn sick leave with pay at the rate of one and three-quarters working days for each month of service. If an employee renders less than a month of service, the employee's sick leave allowance shall be computed as follows:

Actual Days of Service	Working Days of Leave
1 to 3	0
4 to 6	1/2
7 to 9	3/4
10 to 12	1
13 to 15	1-1/4
16 to 18	1-1/2
19 or more	1-3/4

As used herein with respect to sick leave allowances for employees other than those assigned to 24-hour work shifts, a working day shall mean a calendar day during which an employee performs the employee's assigned duties during the employee's scheduled hours and receives pay therefor. As used herein a working shift shall mean a scheduled twenty-four (24) hour tour of duty during which such employees perform their assigned duties and receive pay therefor.

All employees assigned to 24-hour work shifts shall earn sick leave with pay at the rate of ten (10) working shifts for each year of service. If such employee renders less than a year of service, the employee's sick leave allowance for such year shall be computed on the basis of one-twelfth (1/12) of one (1) full year's leave for each month of service. If an employee assigned to 24-hour work shifts renders less than a month of service, the employee shall earn two (2) hours of sick leave for each working shift not to exceed twenty (20) hours per month.

When a change occurs to an employee's work shift between the 24-hour schedule and other schedules, the employee's sick leave credits shall be converted to the equivalent amount for the currently assigned work shift.

Except as herein otherwise provided, sick leave allowance shall accrue to an employee while on authorized leave with pay.

No sick leave allowance shall accrue:

A. During the period of any sick leave or vacation leave granted when the employmen is to terminate at the end of such leave;

- B. While the employee is on leave without pay, except for the period the employee is on leave for disability and is being paid workers' compensation therefor;
- C. During any period of valid suspension for disciplinary reasons;
- D. During any period of unauthorized leave;
- E. During any period the employee is on sabbatical leave.

Earned sick leave may be accumulated by an employee. The unused sick leave accumulated shall be credited to the employee's account for subsequent use in the event of sickness. Such unused sick leave may be accumulated without limitation and sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

Employees shall be charged with sick leave only for absence on account of sickness on days or shifts upon which, but for such sickness, they would normally have worked and received pay.

Notification of absence on account of sickness shall be given, by or on behalf of the employee, as soon as possible on the first day of absence or if that is impracticable as soon thereafter as circumstances permit. If proper notification, as prescribed herein has not been given, such absence may, in the discretion of the department head, be charged to vacation allowance or leave without pay.

An employee shall file an application for sick leave on a form prescribed by the Employer on the first workday the employee reports for duty at the employee's regular place of work. If the employee fails to apply for sick leave as required, the absence may, at the discretion of the department head, be charged to leave without pay. In the event that such employee dies before the expiration of said five calendar days or before returning to duty, the employee's executor or administrator or spouse or department head, if the department head deems it proper, shall file such application within six months after the employee's death. Sick leave shall not be granted unless the employee's absence from work was necessary because of sickness.

The employee shall submit a licensed physician's certificate for absences of five (5) or more consecutive calendar days and/or for two (2) or more consecutive working shifts for 24-hour employees for absences due to sickness. Such certificate shall be required to substantiate the fact that the period of absence was due entirely to sickness and that the employee is physically and/or mentally able to resume the duties of the position, irrespective of what type of leave is charged. When an abuse of sick leave is suspected due to a pattern of absences which includes but is not limited to 1) absences of short duration or 2) absences before or after days off, holidays or pay days, the Employer may require the employee to submit a licensed physician's certificate to verify any absence due to sickness.

Whenever it is deemed necessary, particularly when an abuse is indicated, a department head shall have the authority to investigate any absence for which sick leave is requested. The department head may require the employee to be examined by an Employer appointed physician at no cost to the employee. Upon finding that the employee's claim of sickness was falsely made, the department head shall take appropriate disciplinary action.

Upon application by the employee, sick leave when granted may include all sick leave allowance as of the last full month of service immediately preceding the commencement of the sick leave, or as much thereof as is needed to permit the employee to recover from the sickness.

When sickness lasting one (1) or more consecutive working days or one (1) or more 24-hour working shifts occurs during vacation, the period of sickness may be charged as sick leave, upon proof of such sickness satisfactory to the department head, and the charge against vacation allowance may be reduced accordingly. Application for such substitution of sick leave for vacation shall be made within five calendar days after expiration of the vacation during which the sickness occurred.

Additional sick leave with pay, in excess of that which the officer or employee is entitled to, may be granted with the written approval of the respective Mayors or Governor; provided that, due consideration shall be given to the length of service of the particular employee requesting an excess of that to which the employee is entitled. No employee shall be granted additional sick leave unless all earned and accumulated sick leave allowance and vacation allowance have been exhausted.

An employee who, by reason of accident arising out of and in the course of employment with the Employer or by disease proximately caused by or resulting from such employment is entitled to accidental injury leave compensation under Section 35 of this Agreement or temporary total disability compensation under Chapter 386, Hawaii Revised Statutes, as amended, may apply for sick leave, as well as file a claim for workers' compensation or accidental injury leave compensation. The employee shall be entitled to receive sick leave, the pay for which shall be the difference between the employee's regular salary and the temporary total disability workers' compensation or accidental injury leave compensation; provided the employee has accumulated sick leave credits from which the pay shall be deducted. If the employee claims compensation for the same disability period other than the difference between the employee's regular salary and the temporary total disability workers' compensation or accidental injury leave compensation, any payments on account of such sick leave

shall be deemed to be voluntary payments for the purpose of Chapter 386 and Chapter 79, Hawaii Revised Statutes, as amended, and be applied accordingly.

Section 35. ACCIDENTAL INJURY LEAVE.

Whenever any employee covered by this Agreement receives personal injury arising out of and in the performance of the employee's duty and without negligence on the employee's part, the employee shall be placed on accidental injury leave, unless suspended or dismissed for cause, and continued on the payroll of the respective fire department at the employee's full regular monthly salary during the first four (4) months of the employee's disability and thereafter during the period of the employee's temporary total disability from work at sixty (60) percent of the employee's regular monthly salary, as though the employee did not sustain an industrial injury. The employee shall be entitled to all rights and remedies allowed under Chapter 386, Hawaii Revised Statutes, provided that any salary paid under this Section shall be applied on account of any compensation allowed the employee under Chapter 386, Hawaii Revised Statutes, or any benefits awarded the employee under Part III of Chapter 88, Hawaii Revised Statutes.

Notwithstanding the foregoing paragraph, injuries sustained under the following conditions will not apply: athletic activities (e.g., volleyball, basketball, weight lifting above 50% of an employee's body weight); upset stomach or adverse reaction to food or beverages, fighting, normal maintenance of station facilities and housekeeping activities, and horseplay.

Section 36. LEAVE FOR DEATH IN FAMILY.

When death occurs to a member of an employee's immediate family, the employee shall be entitled to three (3) days leave with pay; provided an employee assigned to twenty-four (24) hour working shifts shall be entitled to leave with pay of one (1) working shift.

For the purpose of this section, immediate family is defined as: parents, step parents, brothers, sisters, spouses, natural, legally adopted or step children, parents-in-law, grandparents, grandchildren or an individual who has become a member of an immediate family through the Hawaiian "Hanai" custom. Provided, however, an individual affected by the "Hanai" relationship shall be entitled to utilize funeral leave only for those members of the employee's immediate family resulting from the "Hanai" relationship.

Death in family leave shall be granted on the days or shift designated by the employee provided it is taken within a reasonable period of time after such a death.

Section 37. LEAVE FOR JURY OR WITNESS DUTY.

Any employee who is summoned as a juror or witness in any judicial proceeding (subject to any claim for exemption from jury duty as in the law provided) shall, if the employee serves, be entitled to leave of absence with pay for the period required for such service.

An employee who serves as a witness or a juror and who receives a fee or mileage allowance shall not suffer the loss of such monies or have it off-set against the employee's salary account.

When an employee is summoned as a witness in a proceeding involving or arising from the employee's outside employment or personal business affairs, the employee shall not be entitled to leave of absence with pay as provided herein. An employee shall, however, be entitled to use the employee's annual vacation leave or elect to take leave without pay.

Section 38. LEAVES OF ABSENCE.

Leaves of absence without pay shall be in accordance with existing rules, regulations and statutes except as may be supplemented herein. Changes to the above mentioned rules and regulations subsequent to the effective date of this Agreement shall not be applicable to employees covered hereby except by mutual consent.

Leave for Union Business. Any employee who is an elected or appointed official of the Union shall be granted time off without loss of pay or benefits and without requirement to make up such time when the duties of the employee's position with the Union require participation in the collective bargaining process or the employee's attendance at meetings or conferences with the Employer or any of its representatives; provided, however, the number of employees to be granted time-off shall be as limited by law.

Any employee who is an elected or appointed official or delegate of the Union, upon request, shall be granted earned compensatory time off or accrued vacation leave when the duties of the employee's position with the Union require the employee's participation at meetings, conferences, or conventions and any applicable travel time provided it does not interfere with essential operations.

Employees who are entitled to leaves of absence as provided herein shall not thereby lose any other rights or benefits to which they may otherwise be entitled.

Section 39. SAFETY AND HEALTH.

The parties agree to establish and maintain a Safety Committee within each jurisdiction composed of two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer.

The responsibilities of the Safety Committees shall include reviewing existing safety equipment, supplies and procedures; reviewing accidents and recommending corrective or preventive safety measures; and recommending changes to fire department health and safety rules and practices. Safety Committees shall be entitled to attend post incident analysis sessions in their jurisdiction for major incidents or when injuries occur.

The Safety Committees shall meet as needed at the request of either party at mutually convenient times and dates. Employee-committee members shall be granted time off to attend such meetings without loss of pay or benefits and without requirement to make up such time.

The function of each Safety Committee shall be to make recommendations to the respective fire chief or Department Head concerning matters of occupational safety and health within the fire department. When Safety Committee recommendations are not implemented, either party may submit its findings and recommendations to the Chief Executive of the respective jurisdiction or its designee, provided that the final and binding determination shall be made by the Chief Executive.

Section 40. ANNUAL PHYSICAL EXAMINATIONS.

The Employer shall provide each employee an annual physical examination by a physician selected by the Employer at no cost to the employee. The nature and extent of such physical examination shall be determined by the Employer.

Any subsequent or additional examination required of the employee by the Employer or its physician to determine the fitness of the employee for continued employment shall be paid for by the Employer to the extent not covered by the employee's medical insurance. If an employee is medically disqualified following an examination by the Employer's physician and it is medically determined that the disqualification was unnecessary, any sick or other leave used by the employee during such disqualification period shall be restored. If an employee is medically disqualified, the employee shall be notified to the extent possible via Certified Mail within five (5) working days of such disqualification. In addition, the Employer shall have the right to assign the employee to administrative duties, if permitted by the employee's medical condition, during the period of disqualification.

The affected employee shall comply with instructions of the Employer's physician such as but not limited to, scheduling an appointment and/or following up with his/her own personal physician in a timely manner.

A copy of the completed report of such annual physical examination shall be forwarded to the employee's personal physician upon written authorization by the employee.

At the time of the notification to take the physical examination, each employee shall be required to complete an authorization form, either designating or not designating the Employer to send a full report of such examination to the employee's personal physician. An employee making the former designation shall provide the name and mailing address of the physician on the authorization form.

The Employer shall send an annual report to the Union showing the names of all employees who elected to send the physical examination results to their personal physicians.

The Employer shall attempt to schedule such examinations and any required subsequent examinations during the employee's normal work hours. In the event that the examination is scheduled outside of the employee's work hours, the Employer shall adjust the employee's work hours or credit the employee with compensatory time on a straight time basis so as to accommodate the time spent in the examinations plus the time incurred in traveling from and to the employee's home.

Section 41. COMPANY STAFFING.

The Employer shall endeavor to maintain its fire service staffing in accordance with nationally recognized standards and to maintain a qualified helicopter pilot on duty during all scheduled duty hours in jurisdictions which employ helicopter pilots, as operationally required.

Section 42. INFECTIOUS DISEASE PREVENTION.

The Employer shall furnish equipment and provide training and procedures necessary to protect employees from exposures to infectious diseases which may occur in the course of their official duties, as required by law.

In addition the Employer shall maintain a program furnishing inoculations on a voluntary basis for all employees for Hepatitis B.

Section 43. SAFETY EQUIPMENT.

The Employer shall furnish, at no expense to employees, personal safety equipment (including two (2) pairs of station boots) which is required in connection with the employee's official duties by the Employer, by this Agreement, by law or by rules and regulations. This requirement shall be met no later than January 1, 2009. Wherever Hawaii Occupational Safety and Health Standards exist relating to such safety equipment, the Standard shall be met or exceeded.

Each self contained breathing apparatus (SCBA) furnished by the Employer shall be equipped with a personal alert safety system (PASS) device and shall endeavor to meet NFPA guidelines and recommendations. Each Employee assigned to a unit carrying SCBA's shall be issued as personal protective equipment an individually fitted mask, to be utilized exclusively by such Employee.

Whenever safety devices or personal protective equipment are furnished, the employee shall be required to use them. Violation of safety rules and regulations and/or the misuse or disregard of safety devices or equipment furnished by the Employer shall be just cause for disciplinary action.

Except in cases of negligence or improper use and care on the part of the employee, such safety devices or equipment which are lost or damaged or which are worn out through normal wear and tear shall be replaced by the Employer. In cases of negligence or improper use and care, the Employer shall replace the lost or damaged safety devices and equipment at the employee's expense. Replacement of all required personal safety devices or equipment shall be made as soon as possible.

Section 44. HAZARDOUS DUTY.

A. Temporary Hazardous Duty shall mean the assignment of an employee to perform duties while temporarily exposed to unusually hazardous conditions not recognized as a factor in the pricing of the employee's class.

B. Compensation for temporary hazardous duty shall be in addition to base pay and applicable differentials and premiums at the following rates:

1. 15% of the minimum step of the employee's salary range for:
 - a. Duties and activities in aquatic environments including swimming or using SCUBA or other aquatic equipment including surfboards and boats.
 - b. Rappelling on land.
Compensation for Hazardous Duty described in subsections B. (1) (a) and B. (1) (b) above shall not apply to employees whose positions are classified as "Fire Rescue" personnel and currently assigned to salary range 19. It is further provided that such compensation shall not apply while any employees are in training for such duties or activities.
 - c. Duties and activities, excluding training, performed while engaged in a hazardous materials (HAZMAT) incident as a member of a HAZMAT entry, backup or decontamination team.

Compensation for this Hazardous Duty shall not apply to employees whose positions are classified as "HAZMAT" personnel and currently assigned to salary range 19.

2. 25% of the minimum step of the employee's salary range for:
 - a. Duties and activities, including training, performed while airborne in a helicopter, except for the pilot.

C. Whenever a combination of the above Hazardous Duties is involved, the higher applicable differential shall be paid and there shall be no "pyramiding." The appropriate differential shall apply to all members of each unit of employees (except those for whom the hazardous conditions are recognized in the pricing of their class) for the duration of the incident or activity for such unit. The minimum compensable period shall be one hour, and any fraction thereafter shall be considered an hour.

D. Notwithstanding the above, employees assigned to units that are designated for search and rescue responses which require them to be trained and/or certified beyond that which is required for other members of their class (and such is not recognized in the pricing of their class), shall be paid a hazardous assignment differential of 8.126% of the employee's regular salary in addition to base pay and applicable differentials and premiums. The minimum compensable period shall be one shift. It is provided that such hazardous assignment differential shall be in lieu of the above provisions except as provided in subsection B. (1) (c) relating to HAZMAT.

Section 45. STATION SUPPLIES.

The Employer shall furnish the standard telephone service base rate for each existing telephone in each fire station. It is understood that the Employer may select the most economical alternative in fulfilling its obligation for such minimum telephone service provision.

The Employer shall furnish an adequate fixed supply of tools, materials and supplies which are required in the performance of the employees' official duties to carry out housekeeping and maintenance requirements.

The Employer shall also furnish fire service books and study materials it considers appropriate for the fire stations from funds made available for such purposes.

Section 46. TOOLS.

The Employer shall furnish, at no expense to employees, all tools and equipment which it requires employees to use in connection with their official duties.

Except in cases of negligence or improper use and care on the part of employees, such tools and equipment which are lost or damaged or which are worn out through normal wear and tear shall be replaced by the Employer. In cases of negligence or improper use and care, employees shall replace the lost or damaged tools and equipment at their own expense.

Section 47. UNIFORMS.

The present uniform allowance policy of each jurisdiction shall be continued, except as may be otherwise provided herein. Employees assigned to work 40 hours and 4 or 5 days per week shall be entitled to allowances for 1 set of uniforms for each work day of the week. All other employees shall be entitled to allowances for 1 set of uniforms for each work shift of their respective work periods, but not less than 3 sets. It is further provided that uniform items include duty T-shirts and other uniform items currently authorized and/or as established by mutual agreement between the Union and the respective Fire Chief.

Employees qualified to receive a uniform allowance shall be entitled to a replacement allowance of seventy-five (75%) percent of the actual item cost of a purchased uniform.

All employees who are required to use and maintain uniforms shall receive a uniform maintenance allowance of \$25 per month. Effective July 1, 2008, the amount of the uniform maintenance allowance shall be \$35 per month. Such allowance for each fiscal year shall be paid once annually on or about June 30 of the fiscal year. If the employment of the employee commences or terminates during the fiscal year, the sum paid shall be adjusted on prorated basis. No allowance shall be payable during periods of suspension of more than two (2) consecutive working shifts or over a period of five (5) or more consecutive calendar days and when the employee is on Leave Without Pay for sixty (60) days or more.

No employee shall be required to keep more than two (2) complete sets of uniform clothing items (in addition to the clothing in use) in the employee's station or work base at any one time.

Except in cases of gross negligence or improper use and care on the part of the employee, the Employer shall replace personal clothing or prescription eyeglasses which are lost or damaged in the performance of the employee's duties.

The purchase and use of a full dress (formal) uniform shall not be required. If full dress (formal) uniforms are required in the future, the Employer shall furnish or fully reimburse all employees for the cost of the uniform.

The Employer shall furnish a bed, mattress and a pad for each bed where appropriate. If a bed spread or cover is required by the Employer, it shall be furnished at no cost to the employee.

Employees who use beds shall provide a sheet, pillow, pillowcase and blanket for use with an assigned bed during sleeping hours. No employee shall be required to keep more than two (2) sets of such bedding in the station or work base at any one time.

The Employer shall provide suitable locker space for storage of all uniforms and equipment owned by or issued to each employee. Each locker shall be equipped with a lock and the key issued to the employee to whom the locker is assigned.

Section 48. NEW LICENSES AND CERTIFICATIONS; EMPLOYER REQUIRED TRAINING.

A. New Licenses and Certifications.

Whenever employees are required by law and/or the Employer to obtain licenses and certifications which were not previously required in order to perform the duties of their existing positions, the cost of such licenses and certifications shall be borne by the Employer, except that any renewal of such licenses and certifications thereafter shall be borne by the employee.

B. Employer- Required Training.

Whenever employees are required by the Employer to attend training sessions during their normal work hours, they shall be given time off from work to attend such training sessions. The time spent by employees who are required by the Employer to attend training sessions on their days off shall be considered as time worked. Employees who drive their personal vehicles to and from such required training sessions shall be entitled to mileage reimbursement as provided for in Section 49, AUTOMOBILE ALLOWANCES.

Section 49. AUTOMOBILE ALLOWANCES.

The Employer's present rules and regulations, memoranda of agreement, policy and/or resolution of reimbursing employees for use of their private vehicles when required and authorized to use such vehicles in carrying out their official duties, including the current provision for reimbursement at a rate prescribed by the U.S. Internal Revenue Service for each mile traveled for business purposes, shall be continued for the duration of this Agreement.

SECTION 50. HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

Subject to the applicable provisions of Chapters 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions to the Hawaii Employer-Union Health Benefits Trust Fund ("Trust Fund" or EUTF) as follows:

- A. "Health Benefit Plan" shall mean the medical PPO, HMO, HDHP, prescription drug, dental, vision and dual coverage medical plans.
- B. "Prevalent Medical Benefit Plan" shall mean the medical PPO, HMO, or HDHP as determined by the EUTF Board of Trustees to have the largest number of total active Employee enrollments as of December 31 of the previous fiscal year.
- C. Effective 7/1/07

Effective July 1, 2007 for plan year 2007 – 2008, the Employer shall pay monthly contributions which include the cost of the Trust Fund administrative fees to the Trust Fund not to exceed the monthly contribution amounts as specified below:

- 1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	TOTAL MONTHLY CONTRIBUTION
a. Medical (PPO, HMO or HDHP) (drug & chiro)	\$ 149.44
b. Dental	\$ 16.46
c. Vision	\$ 3.64
d. Dual coverage (medical, drug, chiro):	
(1) HMSA	\$ 86.36
(2) Royal State	\$ 31.16
e. Stand-alone Drug Plan	\$ 27.12

The Employer shall pay the same monthly contribution for each Employee-Beneficiary enrolled in a self-only medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.

- 2. For each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	TOTAL MONTHLY CONTRIBUTION
a. Medical (PPO HMO or HDHP) (drug & chiro)	\$ 372.92
b. Dental	\$ 32.94
c. Vision	\$ 6.74
d. Dual coverage (medical, drug, chiro)	
(1) HMSA	\$ 216.26
(2) Royal State	\$ 76.10
e. Stand-alone Drug Plan	\$ 68.48

The Employer shall pay the same monthly contribution for each Employee-Beneficiary enrolled in a two-party medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.

- 3. For each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN	TOTAL MONTHLY CONTRIBUTION
a. Medical (PPO HMO or HDHP) (drug & chiro)	\$ 484.00
b. Dental	\$ 68.16
c. Vision	\$ 8.82
d. Dual coverage (medical, drug, chiro)	

(1) HMSA	\$	283.98
(2) Royal State	\$	86.74
e. Stand-alone Drug Plan	\$	93.88

The Employer shall pay the same monthly contribution for each Employee-Beneficiary enrolled in a family medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$ 4.16 per month which reflects one hundred percent (100%) of the monthly premium and administrative fees.

D. Effective July 1, 2008

Effective July 1, 2008 for plan year 2008-2009, with the exception of items 5 and 6, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus one hundred percent (100%) of all administrative fees:

1. The amounts paid by the Employer shall be based on the plan year 2008-2009 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:
 - a. Medical (PPO HMO or HDHP) (drug & chiro)
 - b. HMSA Dual coverage medical, drug, chiro
 - c. Stand-alone Drug

The Employer shall pay based on the prevalent medical benefit plan the same monthly contribution for each Employee-Beneficiary enrolled in a self only medical plan (PPO HMO or HDHP), regardless of which plan is chosen

2. The amounts paid by the Employer shall be based on the plan year 2008-2009 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:
 - a. Medical (PPO HMO or HDHP) (drug & chiro)
 - b. HMSA Dual coverage medical, drug, chiro
 - c. Stand-alone Drug

The Employer shall pay based on the prevalent medical benefit plan the same monthly contribution for each Employee-Beneficiary enrolled in a two-party medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.

3. The amounts paid by the Employer shall be based on the plan year 2008-2009 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:
 - a. Medical (PPO HMO or HDHP) (drug & chiro)
 - b. HMSA Dual coverage medical, drug, chiro
 - c. Stand-alone Drug

The Employer shall pay based on the prevalent medical benefit plan the same monthly contribution for each Employee-Beneficiary enrolled in a family medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.

4. The amounts paid by the Employer for the following health benefit plans shall be based on the plan year 2008-2009 final monthly premium rates established by the Trust Fund. Monthly contributions shall not exceed the amounts specified in items 4a and 4b for Vision and Dual Coverage Medical plans offered by Royal State.

MAXIMUM MONTHLY PREMIUM ONLY CONTRIBUTIONS

	Self	2-party	Family
a. Vision	\$3.59	\$6.64	\$8.67
b. Dual coverage (medical, drug, chiro)			
Royal State	\$32.32	\$80.38	\$89.38

5. a. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the Trust Fund's Dental plan, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the 2008-2009 Dental plan (self-only) plus one hundred percent (100%) of the administrative fee.
- b. For each Employee-Beneficiary with one dependent beneficiary enrolled in the Trust Fund's Dental plan, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the 2008-2009 Dental plan (two-party) plus one hundred percent (100%) of the administrative fee.
- c. For each Employee-Beneficiary with two or more dependent beneficiaries enrolled in the Trust Fund's Dental plan, the Employer shall pay a specific dollar amount based on the actual 2008-

2009 Dental plan rates established by the Trust Fund Board, adjusted and calculated as described in Exhibit A.

- d. In no case will employer contributions for Dental plan premiums exceed the following:

MAXIMUM MONTHLY PREMIUM ONLY CONTRIBUTIONS

		Self-only	2-party	Family
Dental	\$16.76	\$33.53	\$69.73	

6. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay no more than \$4.12 per month which reflects one hundred percent (100%) of the monthly premium. The Employer shall also pay one hundred percent (100%) of all administrative fees.
- E. Effective July 1, 2009
- Effective July 1, 2009 for plan year 2009 – 2010, with the exception of items 4 and 5, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus one hundred percent (100%) of all administrative fees:
1. The amounts paid by the Employer shall be based on the plan year 2009 – 2010 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:
 - a. Medical (PPO, HMO or HDHP) (drug & chiro)
 - b. Dual coverage medical, drug, chiro
 1. HMSA
 2. Royal State
 - c. Vision
 - d. Stand-alone Drug
The Employer shall pay based on the prevalent medical benefit plan
The same monthly contribution for each Employee-Beneficiary enrolled in a self-only medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.
 2. The amounts paid by the Employer shall be based on the plan year 2009 – 2010 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:
 - a. Medical (PPO, HMO or HDHP) (drug & chiro)
 - b. Dual coverage medical, drug, chiro
 1. HMSA
 2. Royal State
 - c. Vision
 - d. Stand-alone Drug
The Employer shall pay based on the prevalent medical benefit plan the same monthly contribution for each Employee-Beneficiary enrolled in a two-party medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.
 3. The amounts paid by the Employer shall be based on the plan year 2009 – 2010 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health plans:
 - a. Medical (PPO, HMO or HDHP) (drug & chiro)
 - b. Dual coverage medical, drug, chiro
 1. HMSA
 2. Royal State
 - c. Vision.
 - d. Stand-alone Drug
The Employer shall pay based on the prevalent medical benefit plan the same monthly contribution for each Employee-Beneficiary enrolled in a family medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.
 4.
 - a. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the Trust Fund's Dental plan, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the 2009 – 2010 Dental plan (self-only) plus one hundred percent (100%) of the administrative fee.
 - b. For each Employee-Beneficiary with one dependent-beneficiary enrolled in the Trust Fund's Dental plan, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the 2009 – 2010 Dental plan (two-party) plus one hundred percent (100%) of the administrative fee.

- c. For each Employee-Beneficiary with two or more dependent beneficiaries enrolled in the Trust Fund's Dental plan, the Employer shall pay a specific dollar amount based on the actual 2009 – 2010 Dental plan rates established by the Trust Fund Board, adjusted and calculated as described in Exhibit A.
 - 5. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay one hundred percent (100%) of the monthly premium plus 100% of all administrative fees.
- F. Effective July 1, 2010
- Effective July 1, 2010 for plan year 2010 – 2011, with the exception of items 4 and 5, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus one hundred percent (100%) of all administrative fees:
1. The amounts paid by the Employer shall be based on the plan year 2010 – 2011 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent beneficiaries enrolled in the following Trust Fund health benefit plans:
 - a. Medical (PPO, HMO or HDHP) (drug & chiro)
 - b. Dual coverage medical, drug, chiro
 1. HMSA
 2. Royal State
 - c. Vision
 - d. Stand-alone Drug

The Employer shall pay based on the prevalent medical benefit plan the same monthly contribution for each Employee-Beneficiary enrolled in a self-only medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.
 2. The amounts paid by the Employer shall be based on the plan year 2010 – 2011 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:
 - a. Medical (PPO, HMO or HDHP) (drug & chiro)
 - b. Dual coverage medical, drug, chiro
 1. HMSA
 2. Royal State
 - c. Vision
 - d. Stand-alone Drug

The Employer shall pay based on the prevalent medical benefit plan the same monthly contribution for each Employee-Beneficiary enrolled in a two-party medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.
 3. The amounts paid by the Employer shall be based on the plan year 2010 – 2011 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:
 - a. Medical (PPO, HMO or HDHP) (drug & chiro)
 - b. Dual coverage medical, drug, chiro
 1. HMSA
 2. Royal
 - c. Vision
 - d. Stand-alone Drug

The Employer shall pay based on the prevalent health benefit plan the same monthly contribution for each Employee-Beneficiary enrolled in a family medical plan (PPO, HMO or HDHP), regardless of which plan is chosen.
 4.
 - a. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the Trust Fund's Dental plan, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the 2010 – 2011 Dental plan (self-only) plus one hundred percent (100%) of the administrative fee.
 - b. For each Employee-Beneficiary with one dependent-beneficiary enrolled in the Trust Fund's Dental plan, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates establish by the Trust Fund Board for the 2010 – 2011 Dental plan (two-party) plus one hundred percent (100% of the administrative fee.
 - c. For each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the Trust Fund's Dental plan, the Employer shall pay a specific dollar amount based on the actual 2010 – 2011 Dental plan rates established by the Trust Fund Board, adjusted and calculated as described in Exhibit A.

5. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay one hundred percent (100%) of the monthly premium and 100% of all administrative fees.
- G. No later than three (3) weeks after the Trust Fund Board formally establishes and adopts the final premium rates for Fiscal Years 2008-2009, 2009-2010, and 2010-2011, the Office of Collective Bargaining shall distribute the final calculation of the Employers' monthly contribution amounts for each health benefit plan.
- H. Should the Trust Fund Board eliminate any significant portion (e.g. the elimination of prescription drug benefits in the medical plan) or part of a Trust Fund health benefit plan or adopt a new plan, this Article shall be reopened for the purpose of renegotiating the Employers' monthly contribution amounts.
- I. Rounding Employer's Monthly Contribution. - Whenever the Employer's monthly contribution (premium plus administrative fee) to the Trust Fund is less than one hundred percent (100%) of the monthly premium amount, such monthly contribution shall be rounded to the nearest cent as provided below:
1. When rounding to the nearest cent results in an even amount, such even amount shall be the Employer's monthly contribution. For example:
 - (a) $\$11.397 = \$11.40 = \$11.40$ (Employer's monthly contribution)
 - (b) $\$11.382 = \$11.38 = \$11.38$ (Employer's monthly contribution).
 2. When rounding to the nearest cent results in an odd amount, round to the lower even cent, and such even amount shall be the Employer's monthly contribution. For example:
 - (a) $\$11.392 = \$11.39 = \$11.38$ (Employer's monthly contribution)
 - (b) $\$11.386 = \$11.39 = \$11.38$ (Employer's monthly contribution)Employer contributions effective July 1, 2007 reflect the rounding described in item I.
Employer contributions effective July 1, 2008, July 1, 2009, and July 1, 2010 shall be rounded as described in item I after administrative fees have been determined by the Trust Fund Board.
- J. Should the Union consider establishment of a Voluntary Employees' Beneficiary Association Trust (VEBA) pursuant to Act 245, Session Laws of Hawaii 2005, this Agreement is subject to reopening by mutual consent, for the purpose of negotiating Employer contributions. The Union will provide written notification of its intent and the parties will meet not later than 15 working days after receipt of notification for the purpose of renegotiating the affected provisions and execution of a Memorandum of Understanding.

EXHIBIT A
CALCULATION OF EMPLOYERS' SHARE
OF FAMILY DENTAL COST FOR
FYs 2008-2009, 2009 -2010, 2010 - 2011

1. Determine the Family Dental Rate without the Administrative Fee. Determine the Two-Party Dental Rate without the Administrative Fee.
2. Subtract the Two-Party Dental Rate from the Family Dental Rate. This results in the attributable Children Dental Cost.
The Employer will pay 100% of the attributable Children Dental Cost, rounded to the lower even cent.
3. The Employer will also pay 60% of the Two-Party Dental Rate plus 100% of the administrative fee, rounded to the lower even cent.
4. In summary, the Employer will pay (rounded as provided in Section 50, paragraph I):
 - 100% of the attributable Children Dental Cost
 - 60% of the Two-Party Dental Rate, rounded to the lower even cent
 - 100% of Administrative Fee

Section 51. EMERGENCY MEDICAL SERVICES.

Additional terms and conditions of employment for employees in the Emergency Medical Services Program as established by the County of Hawaii shall be as provided herein.

It is the intent of the parties to provide emergency medical services to the residents of the County of Hawaii through the Hawaii County Fire Department as an extension of its fire and rescue functions employing fire fighting personnel to accomplish the task.

The following conditions shall be applicable to certified employees in the Emergency Medical Services (EMS) Program:

A. Selection.

It is the understanding and intent of the parties hereto that entrance by employees into the EMS Program of the Hawaii County Fire Department is voluntary however, subject to the following:

1. Upon initial appointment, all qualified EMTs or MICTs shall be required to enter into a standard Hawaii County Training Agreement which may include a four year commitment of service.
2. As part of the employee's initial recruit training, each new employee who is not qualified as an EMT or MICT shall be required by the Fire Department to undergo training for certification as an Emergency Medical Technician (EMT) and shall be required to successfully complete their certification prior to the completion of their initial probationary period. Upon completion of training and certification, the employee shall be required to enter into a standard Hawaii County Training Agreement which may include a four-year commitment of service.
3. Any certified EMT employee of the Fire Department may apply to the Fire Chief for additional training for certification and service as a Mobile Intensive Care Technician (MICT). The Fire Chief shall select employees from among such applicants as needed based upon established Hawaii State Health Department and Fire Department criteria.
4. Upon selection by the Fire Chief and acceptance by the employee, the employee shall be required to enter into a standard Hawaii County Agreement. The terms of such initial Training Agreement shall include a four year commitment of service or longer to serve as an MICT following completion of training and certification.

B. Placement

The parties agree that employees may be placed, assigned or reassigned at the discretion of the Fire Chief to meet requirements for providing Emergency Medical Services at designated stations. Consideration for assignment to MICT positions shall be given to senior non-ranked MICTs. Every reasonable effort shall be made to accommodate the interests of non-participating Fire Department employees as well as those in the EMS.

C. Compensation

Proficiency pay shall be applicable to all certified EMT and MICT employees as follows:

Except as otherwise provided herein, proficiency pay shall be paid on an hourly basis when employees are assigned to EMS positions. Designated MICTs with regular assignments to EMS positions shall continue to earn proficiency pay during authorized vacation, sick and administrative leaves of absences. Employees on industrial injury leave shall be entitled to proficiency pay up to twelve months following such injury.

Proficiency pay shall be 10% greater than provided herein for employees who are licensed as EMT or MICT employees in the Hawaii County Fire Department for a total of four or more years effective one month after the employee completes such four years of service.

Proficiency pay shall be 15% greater than provided herein for employees who are licensed as EMT or MICT employees in the Hawaii County Fire Department for a total of ten or more years effective one month after the employee completes such ten years of service.

Proficiency pay for an assigned MICT employee shall be twenty-five percent (25%) of the 53-hour rate for the maximum base salary applicable to the class Fire Fighter. Proficiency pay for assigned EMT employees shall be 60% of the rate of an assigned MICT.

Nondesignated MICTs who maintain their certification shall be paid one hundred and fifty dollars (\$150) per month. Whenever a nondesignated MICT is required to perform as an MICT, the employee shall be entitled to proficiency pay on an hourly basis. In such event, the employee shall receive a minimum of one hundred and fifty dollars (\$150) or proficiency pay whichever is greater for the month.

All costs of training, retraining, licensure and license renewals of assigned or designated MICTs and EMTs shall be paid by the Employer or reimbursed to the employee as the case may be.

D. Rated Employees and Promotions

Whenever a rated employee (Fire Captain, Fire Equipment Operator or Fire Rescue Specialist) is assigned to an EMS position as provided herein, the employee's regular position shall be considered temporarily vacant and when an employee is assigned thereto on a Temporary Assignment basis, such Temporary Assignment shall be made in accordance with existing laws, rules and regulations, and as provided in Section 27 of the Unit 11 collective bargaining Agreement.

E. Adequate company staffing levels are vital to the safe and efficient fire fighting and rescue capabilities of the Fire Department. It is the intent of the parties that providing Emergency Medical Services, which are vital in themselves, should not be permitted to diminish those capabilities but rather should enhance them.

The appropriate number of EMS positions (ordinarily two per platoon) shall be established at all stations designated for EMS. Such positions shall be in addition to all required fire fighting positions as determined by the County of Hawaii.

F. Safety Considerations

The parties shall mutually work toward preventing EMS personnel burnout. An immunization program shall be made available for the prevention of contracting communicable diseases. Participation shall be on a voluntary basis.

Section 52. MAUI COUNTY REMOTE STATION WORK.

The following conditions shall be applicable to employees assigned to work at stations on Lanai or in Hana for the County of Maui. Except as otherwise provided herein, all other provisions of the Agreement shall be applicable.

A. Hours of Work. Employees assigned to stations at Lanai or Hana shall be regularly scheduled to work three consecutive 24-hour shifts (72 consecutive on-duty hours) followed by six consecutive shifts (144 hours) off duty. No overtime shall result from the performance of work on such schedule except for scheduled overtime as provided in the Agreement.

B. Placement. Employees may be placed, assigned or reassigned at the discretion of the Fire Chief to meet requirements for providing fire services on Lanai or in Hana, provided that the Fire Chief shall consider the following order of priority for assignment to Lanai or Hana of qualified employees who:

1. are currently assigned to a particular station on Lanai or in Hana;
2. reside within the first-in response district, of the station to which the assignment is to be made;
3. are to be promoted to Lanai or Hana;
4. have requested assignment to Lanai or Hana;
5. have less fire service time within the County of Maui for their assigned class.

Priority for reassignment from Lanai or Hana shall be given to employees who have requested such reassignment and who have more fire service time within the County of Maui for their class.

C. Meals. Employees subject to this section shall be entitled to meals at the beginning of their second and third consecutive scheduled work shifts in addition to such other meals as provided by the Agreement.

D. Housing and Transportation. It is understood that employees will be housed in the fire station while on duty. If employees who do not reside on Lanai or within the first-in response district of Hana are unable to return home at the end of a shift for reasons beyond their control, the Employer will provide adequate lodging.

Employees assigned to the Lanai station and who do not reside on Lanai shall be transported to and from the Lanai embarkation/debarkation point and shall be furnished or reimbursed for transportation equal to one (1) round trip from the island of Maui or Molokai to Lanai at the least cost to the Employer for each 72-hour work shift or portion thereof.

Employees who reside on Lanai and are assigned to the Lanai station and who voluntarily relocate from Lanai to another island within the County of Maui shall be eligible to receive furnished transportation or reimbursement therefor.

Employees relocating from Maui County to another jurisdiction in the State of Hawaii for hardship reasons, as determined by the Fire Chief, shall be eligible to receive furnished transportation or reimbursement therefor not to exceed the rate paid to employees traveling between Lanai and Maui.

The provisions in this Section may be applied at other work sites by mutual agreement.

Section 53. LABOR-MANAGEMENT COMMITTEE.

There shall be established and maintained a Labor-Management Committee comprised of eight (8) members representing the Bargaining Unit and eight (8) members representing the Employer.

The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of mutual concerns and problems and also to work at finding resolutions outside of the grievance procedure to on-going problems.

1. The Committee shall meet at the request of either party, no more than four (4) times per year, except by mutual agreement.
2. The Chairperson of the Committee shall be rotated between the Union and the Employer. The members shall in advance of a meeting, provide the meeting's Chairperson with agenda items, and the Chairperson shall provide the members with the meeting agenda in advance of the meeting.
3. Representatives of the Union on the Committee shall be granted time off without loss of pay or benefits and without requirement to make up such time when meetings are mutually scheduled during their duty times.
4. The Committee shall have the authority to make recommendations to the Union and the Employer.
5. Participation in this Committee does not constitute a waiver, by any party, of collective bargaining and arbitration rights.

Section 54. NO STRIKE OR LOCKOUT.

The Union agrees that during the life of this Agreement the Union, its agents, or its bargaining unit members will not authorize, instigate or engage in any work stoppage, slowdown, sick out, refusal to work, picketing or strike against the Employer.

The Employer agrees that during the life of this Agreement, there will be no lockout.

The parties hereto agree that neither party shall be bound by the provisions of Section 18 of this Agreement entitled Grievance Procedure in the event of any violation by either party of this Section 54 entitled No Strike or Lockout. In the event of such violation, the aggrieved party may immediately pursue such remedies as are prescribed by law.

Section 55. DURATION.

This Agreement shall become effective as of July 1, 2007 and shall remain in effect to and including June 30, 2011. It shall be renewed thereafter in accordance with the statutes unless either party hereto gives written notice during the period January 1, 2010 to January 31, 2010 to the other party of its desire to modify, amend or terminate the Agreement. Notices served under this Section shall be in writing and shall be accompanied by complete specific proposals of the notifying party, together with the sections which the proposals seek to modify, amend or terminate.

Section 56. ENTIRETY CLAUSE.

Except as modified below, the Employer and the Union agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. The Employer and Union agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item during the life of this Agreement except by mutual consent or as provided in Section 55, Duration.

Section 57. SAVINGS CLAUSE.

If any provision of this Agreement, or the application of such provision should be rendered or declared invalid by any decree of a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

GENERAL SALARY INFORMATION

The primary classes covered by this Agreement and their respective Salary Ranges (SR) are as follows:

SR15	Fire Fighter Recruit
SR17	Fire Fighter
	Fire Fighter I
SR19	Fire Fighter II
	Fire, Search & Rescue
SR21	Fire Fighter III
	Fire Equipment Operator
SR23	Airport Fire Lieutenant
SR25	Fire Captain
	Airport Fire Captain