

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into this 21st day of May, 2013, by and between the United Public Workers, hereinafter called the Union, and the State of Hawai'i, the City and County of Honolulu, the County of Hawai'i, the County of Maui, the County of Kaua'i, the Hawai'i Health Systems Corporation, and the Judiciary, hereinafter called the Employer.

The purpose of this letter of understanding is to correct the Bargaining Unit (BU) 1 Tentative Agreement (TA) dated April 18, 2013, on Section 25. HOURS OF WORK. The language for the BU 10's Collective Bargaining Agreement (CBA) Section 25. HOURS OF WORK was inadvertently inserted into the BU 1 TA. Attached is the corrected language to be applied to BU 1's Section 25. HOURS OF WORK for the 2013 - 2017 CBA.

This Letter of Understanding constitutes the full agreement between the Union and the Employer and may not be modified without the mutual consent of the parties.

FOR THE EMPLOYER:

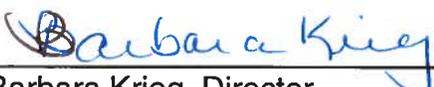


Neil Dietz
Chief Negotiator, Office of Collective
Bargaining

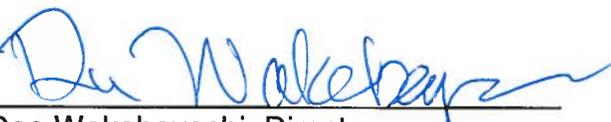
FOR THE UNION:



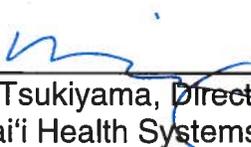
Dayton Nakanelua
State Director
United Public Workers



Barbara Krieg, Director
State of Hawai'i



Dee Wakabayashi, Director
Judiciary



Paul Tsukiyama, Director
Hawai'i Health Systems Corporation

Carolee C. Kubo

Carolee Kubo, Director
City & County of Honolulu

Ronald Takahashi

Ronald Takahashi, Director
Hawai'i County

Lance H. Hiromoto

Lance Hiromoto, Director
Maui County

Thomas Takatsuki

Thomas Takatsuki, Acting Director
Kaua'i County

SECTION 25. HOURS OF WORK.

25.01

Present practices pertaining to hours of work during the workday and the work week shall be continued for the duration of this Agreement, provided however, that where changes are required the Employer shall notify the Union thirty (30) days prior to the tentative implementation date of the anticipated change in order to afford the Union an opportunity to negotiate with the Employer in reference to the change.

25.02

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 Section 15.

25.03

WORK SCHEDULES.

25.03 a.

NON-SHIFT.

The work schedules of non-shift Employees who work other than Monday through Friday shall be prepared and administered as follows:

25.03 a.1.

LENGTH.

Each work schedule shall be prepared for twelve (12) weeks.

25.03 a.2.

MANPOWER.

The Employer shall set forth its required manpower coverage for each workday over a seven (7) day work week referred to as work schedule in Section 25.03 a.

25.03 a.3.

NUMBER OF EMPLOYEES.

The work schedule shall specify the number of Employees in each classification needed for each day of each work assignment of each work week.

25.03 a.4.

PRESENTED TO EMPLOYEES.

The work schedule shall be presented to Employees commencing in Baseyard/Workplace or Institutional Workplace seniority order for each classification nine (9) weeks prior to the beginning of the work schedule.

25.03 a.5.

WORKDAYS AND DAYS OFF.

Employees shall have three (3) weeks to exercise their choices of workdays and days off, however, in choosing workdays and days off each Employee is required to select the same workdays and days off for each work week of each six (6) week period of the twelve (12) week period, subject to the manpower coverage, contractual restrictions, and limitations in order of Baseyard/Workplace or Institutional Workplace seniority for each classification.

1 **25.03 a.6. FULL-TIME AND PART-TIME.**
2

3 **25.03 a.6.a)** In making their choices, full-time Employees shall select a schedule that
4 requires the Employee to work forty (40) hours each work week.
5

6 **25.03 a.6.b)** In making their choices part-time Employees shall select a schedule that
7 requires the Employee to work the number of hours on the workdays of
8 each work week the Employer establishes for part-time Employees.
9

10 **25.03 a.7. CONTACT BY THE SUPERVISOR.**

11 When an Employee is not available to exercise the choices because of an
12 authorized absence, the supervisor shall make a reasonable effort to
13 contact the Employee and give the Employee a reasonable amount of time
14 to exercise the choices. Contact by the supervisor shall not qualify the
15 Employee for overtime.
16

17 **25.03 a.8. EXERCISE CHOICES.**

18
19 **25.03 a.8.a)** Each Employee shall exercise the choices on the first (1st) workday that
20 the Employee is assigned by the Employer to exercise the choices.
21

22 **25.03 a.8.b)** When an Employee does not exercise the choices, the Employee shall be
23 assigned to any unselected workdays and days off on the posted work
24 schedule without regard to seniority.
25

26 **25.03 a.9. REVIEW CHOICES.**

27 The Employer shall have two (2) calendar weeks to review the choices
28 made by the Employees to ascertain whether any of the choices would
29 violate this Agreement. In the event it is necessary to modify choices to
30 avoid violations of this Agreement, the Employer shall contact affected
31 Employees to have them modify their choices.
32

33 **25.03 a.10. POSTING.**

34 The Employer shall post the final work schedule at least four (4) weeks in
35 advance.
36

37 **25.03 a.11. EXEMPTIONS.**

38
39 **25.03 a.11.a)** The Employer shall not pay overtime as a result of the application of
40 Section 25.03 a., which allows for the selection of workdays and days off
41 by seniority.
42

43 **25.03 a.11.b)** Section 35.03 shall not be applicable to Employees subject to Section
44 25.03a.
45

- 1 **25.03 a.12.** **EXCHANGE.**
2 Employees may exchange workdays and days off during the same work
3 week with the Employer’s approval. Employee initiated exchanges shall
4 be requested on a form and shall not qualify the Employees involved in
5 the exchange for overtime.
6
- 7 **25.03 b.** **SHIFT WORK.**
8 The work schedules of Employees who work in operating units subject to
9 shift work (including units operating less than twenty-four (24) hours per
10 day) shall be prepared and administered as follows:
11
- 12 **25.03 b.1.** **LENGTH.**
13 Each work schedule shall be prepared for twelve (12) weeks.
14
- 15 **25.03 b.2.** **MANPOWER.**
16 The Employer shall set forth its required manpower coverage for the
17 required shifts per workday over a seven (7) day work week referred to as
18 a work schedule in Section 25.03 b.
19
- 20 **25.03 b.3.** **NUMBER OF EMPLOYEES.**
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- 22 **25.03 b.3.a)** The work schedule shall specify the number of Employees in each work
23 classification needed for the required shifts for each day of each work
24 assignment of each work week.
25
- 26 **25.03 b.4.** **PRESENTED TO EMPLOYEES.**
27 The work schedule shall be presented to Employees commencing in
28 Baseyard/Workplace or Institutional Workplace seniority order for each
29 classification nine (9) weeks prior to the beginning of the work schedule
30
- 31 **25.03 b.5.** **WORKDAYS, DAYS OFF AND SHIFTS.**
32 Employees shall have three (3) weeks to exercise their choices of
33 workdays, days off, and shifts however, in choosing workdays, days off
34 and shifts each Employee is required to select the same workdays, days off
35 and shifts for each work week of each six (6) week period of the twelve
36 (12) week period, subject to the manpower coverage, contractual
37 restrictions, and limitations in order of Baseyard/Workplace or
38 Institutional Workplace seniority for each classification.
39
- 40 **25.03 b.6.a)** In making their choices, full-time Employees shall select a schedule that
41 requires the Employee to work forty (40) hours per work week.
42
- 43 **25.03 b.6.b)** In making their choices part-time Employees shall select a schedule that
44 requires the Employee to work the number of hours on the workdays of
45 each work week the Employer establishes for part-time Employees.
46

1 **25.03 b.7.** **CONTACT BY THE SUPERVISOR.**

2 When an Employee is not available to exercise the choices because of an
3 authorized absence, the supervisor shall make a reasonable effort to
4 contact the Employee and give the Employee a reasonable amount of time
5 to exercise the choices. Contact by the supervisor shall not qualify the
6 Employee for overtime.
7

8 **25.03 b.8.** **EXERCISE CHOICES.**

9
10 **25.03 b.8.a)** Each Employee shall exercise the choices on the first (1st) workday that
11 the Employee is assigned by the Employer to exercise the choices.
12

13 **25.03 b.8.b)** When an Employee does not exercise the choices, the Employee shall be
14 assigned to any unselected workdays, days off, and shifts on the posted
15 work schedule without regard to seniority.
16

17 **25.03 b.9.** **REVIEW CHOICES.**

18 The Employer shall have two (2) calendar weeks to review the choices
19 made by the Employees to ascertain whether any of the choices would
20 violate this Agreement. In the event it is necessary to modify choices to
21 avoid violations of this Agreement, the Employer shall contact Employees
22 to have them modify their choices.
23

24 **25.03 b.10.** **POSTING.**

25 The Employer shall post the final work schedule at least four (4) weeks in
26 advance.
27

28 **25.03 b.11.** **EXEMPTIONS.**

29
30 **25.03 b.11.a)** The Employer shall not pay overtime as a result of the application of
31 Section 25.03 b., which allows for the selection of workdays, days off, and
32 shifts by seniority.
33

34 **25.03 b.11.b)** Section 35.03 shall not be applicable to Employees subject to Section
35 25.03 b.
36

37 **25.03 b.12.** **EXCHANGE.**

38 Employees may exchange workdays, days off, and shifts during the same
39 work week with the Employer's approval. Employee initiated exchanges
40 shall be requested on a form and shall not qualify the Employees involved
41 in the exchange for overtime.
42

43 **25.04** **WORKING HOURS OF AN EMPLOYEE REPORTING TO A**
44 **CENTRAL PICK-UP POINT.**

45 The workday for an Employee who is required to report to work at a
46 corporation yard or any other central pick-up point shall begin at the time

1 the Employee is required to report to work at the designated workplace
2 and shall end at the time the Employee returns to the designated workplace
3 at the end of the workday.
4

5 **25.05** **DISABLING PERSONAL INJURY.**

6
7 **25.05 a.** An Employee who is injured in the course of employment, as provided in
8 the Hawaii Workers Compensation Law, shall be credited with a full
9 workday, regardless of the time the Employee is injured.
10

11 **25.05 b.** An Employee who is injured may be assigned light duty work upon
12 recommendation of a licensed Physician and with the approval of the
13 Employer.
14

15 **25.06** **TEMPORARY WORKPLACE.**

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17 **25.06 a.** The workday of an Employee who is assigned to work temporarily at a
18 workplace other than the Employee's permanent workplace on the same
19 island, shall begin at the time the Employee is required to report to work at
20 the Employee's permanent workplace and shall end at the time the
21 Employee returns to the Employee's permanent workplace or at the end of
22 the workday whichever is later.
23

24 **25.06 b.** When an Employee reports directly to the temporary workplace instead of
25 the permanent workplace because the distance between the Employee's
26 home and the temporary workplace is shorter than the distance from the
27 Employee's home to the permanent workplace, the Employee shall begin
28 and end the workday at the temporary workplace.
29

30 **25.07** **PERMANENT WORKPLACE.**

31
32 **25.07 a.** An Employee shall begin and end the workday at the Employee's
33 permanent workplace except when an Employee is assigned to work
34 temporarily at a workplace other than the Employee's permanent
35 workplace on the same island, Section 25.06 shall be applicable.
36

37 **25.07 b.** When an Employee is assigned to work temporarily at a workplace other
38 than the Employee's permanent workplace on another island Section 25.07
39 a. shall not be applicable.
40

41 **25.08** **TRAVEL TIME.**

42 When an Employee is required to take an Employer's vehicle home for the
43 purpose of responding to work during non-work hours, the time spent in
44 driving the vehicle from work to home and home to work by the most
45 direct route shall be considered as time worked, provided that the Fair
46 Labor Standards Act is applicable.

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25.09 **PERIOD OF INACTIVITY.**

25.09 a. When an Employee is required to work but:

25.09 a.1. The work is interrupted by periods of inactivity due to breakdown or unavailability of equipment, unavailability of materials or supplies, or other conditions beyond the Employee's control, and

25.09 a.2. The Employee is required to remain on the job, the periods of inactivity shall be considered as time worked for purposes of compensation.

25.10 **[EIGHTEEN (18)] SIXTEEN (16) HOURS OF WORK.**

A non-shift Employee who works at least [~~eighteen (18)~~] **sixteen (16)** hours in any twenty-four (24) hour period, and the [~~eighteen (18)~~] **sixteen (16)** hours of work does not end at least ten (10) hours prior to the beginning of the Employee's workday, shall be excused from work on the workday, with pay, unless the services of the Employee are needed due to an emergency affecting the public health or safety and replacements are not available. In the event of the emergency, the Employee shall be excused from work as soon as possible when the emergency no longer exists.