



SHOPO AGREEMENT

between **State of Hawaii, City & County of Honolulu, County of Hawaii, County of Maui, County of Kauai, and State of Hawaii Organization of Police Officers**

Bargaining Unit 12 | July 1, 2021 - June 30, 2025

SHOPO



AGREEMENT

Between

STATE OF HAWAII
CITY & COUNTY OF HONOLULU
COUNTY OF HAWAII
COUNTY OF MAUI
COUNTY OF KAUAI

and

STATE OF HAWAII ORGANIZATION OF POLICE OFFICERS
BARGAINING UNIT 12

JULY 1, 2021 - JUNE 30, 2025

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THIS AGREEMENT

is made and entered into by and between the STATE OF HAWAII, the CITY AND COUNTY OF HONOLULU, the COUNTY OF HAWAII, the COUNTY OF MAUI, and the COUNTY OF KAUAI, hereinafter collectively called the EMPLOYER, and the STATE OF HAWAII ORGANIZATION OF POLICE OFFICERS (SHOPO), hereinafter called the UNION.

ARTICLE 1. RECOGNITION

A. Recognition - The Employer recognizes the Union as the exclusive representative for public employees in the police officers unit, both supervisory and non-supervisory, except for officers and employees who are excluded or may be excluded from the bargaining unit by law and/or the Hawaii Labor Relations Board.

B. Copy of Agreement Furnished to New Employees / Others - The Union agrees to furnish a copy of the Agreement to all employees hired after the signing of the Contract. The Employer agrees to furnish other personnel not within the bargaining unit but charged with the administration of the Agreement.

C. Consultation - The Employer agrees that it shall consult the Union prior to the final formulation and implementation of personnel policies and practices affecting employee relations on wages, hours or conditions of employment.

D. Mutual Consent - No changes in wages, hours or other conditions of work contained herein may be made except by mutual consent.

ARTICLE 2. DEFINITIONS

A. Department - means the respective police departments of each county.

B. Employee - as used herein unless the context otherwise requires, shall include all employees covered by this Agreement.

C. Employer - as used herein shall mean the respective Mayor of each county or the Mayor's designated Representative.

D. Police Officer - as used herein shall include commissioned police officers, helicopter pilots, cadets, and police matrons.

E. Lawful Activity - as used in Article 4 means participating in the activities of the Union and/or testifying at any administrative hearing, or being a Union representative.

F. Elected Official - one who is elected by State or chapter membership.

G. Appointed Official - one who is appointed by an elected official, or body of elected officials.

H. Union Representative - an elected or appointed official, business agent, steward, or director of the Union, or other like Union official.

I. Operating Unit - shall refer to 1) watches within the District in which the patrol officer works, 2) all other Division work units.

J. Patrol Officer - shall mean a police officer who works in the patrol division, works in the field and can be uniform or non-uniform personnel.

K. Interrogation - shall mean the questioning of an employee during or in the course of an investigation by a police official in charge of the investigation, or by any other person acting in the scope of a departmental or divisional investigation, or by any superior, whether inside or outside the chain of command of the employee involved.

L. Discipline - shall mean the administrative action taken against an employee for violation of a department rule, Standard of Conduct, directive, policy, or for other just cause but shall not include the use of forms utilized to record the evaluation or counseling of an employee.

M. Transfer - shall mean the lateral movement of personnel between operating units, which requires a change of position description number.

N. Reassignment - shall mean the movement of personnel within the same operating unit.

ARTICLE 3. DUES, SERVICE FEES AND DEDUCTIONS

A. Deduction of Member Fees - The Employer agrees, upon written authorization of an employee, to deduct membership dues, initiation fees, 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.

B. Deduction of Service Fees - The Employer agrees to deduct from the payroll of any present or future employee a service fee as required by law.

C. Collection of Fees - Such deductions shall be collected twice a month by the Employer and transmitted to the Union by check drawn to the order of the Union no later than the 15th day of the following month. 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 hereby undertakes to indemnify and hold blameless the Employer from any claim that may be made upon it for or on account of any such deduction from the wages of any employee.

D. Insufficient Earnings - 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, provided that upon reinstatement, after disciplinary action such as suspension or dismissal, the Employer, with employee authorization, shall make reasonable arrangements in order that the employee becomes current with all dues or service fees in arrears.

E. Employee List - The Employer shall maintain lists of bargaining unit employees showing Union deductions and service fee deductions. The lists shall be transmitted monthly to the Union without cost on a form supplied by the Employer.

F. New Employees - The Employer shall furnish the Union each month the names and position titles of all employees hired during the prior month.

G. Religious Exemption from Fees - The Union agrees to comply with Chapter 89-3.5 Hawaii Revised Statutes concerning any employee who is a member of a bona fide religion which has historically held conscientious objections to joining or financially supporting the Union.

ARTICLE 4. DISCRIMINATION

A. 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.

B. Interference - 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. Employees will secure no advantage nor more favorable consideration or any form of privilege because of membership or non-membership in the Union.

ARTICLE 5. BULLETIN BOARDS

A. Bulletin Boards - The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards, if none are available, upon which the Union may post its information and materials. All posted information and

materials must be signed or initialed by the Union President, respective Chapter Chair or their authorized representative (i.e. vice chair, secretary or treasurer). The Union will submit a copy of each item of information and material to keep the Employer informed of what is posted. Unlawful, derogatory, or material of a political nature shall not be posted.

B. Video Bulletin Boards - Upon request and with the consent of the Chief of Police, the Employer shall permit the Union access to their video monitors, if available and provided that departmental operations are not affected, in order to provide current information to employees. Information provided by the Union shall not include unlawful, derogatory or material of a political nature.

ARTICLE 6. ACCESS TO EMPLOYER'S PREMISES

A. Access to Employer's Premises - Union representatives shall be permitted on the Employer's premises for the purpose of:

1. investigating grievances that have arisen, ascertaining whether or not the Agreement is being observed, or providing service to individual employees, and/or

2. providing current union information to its members during briefings, line ups, and meetings upon approval by the Chief of Police or the Chief's Designee.

While on the Employer's premises or job site, the representative will not interfere with normal operations of the Department.

B. Notification - The Union agrees that its representatives shall notify the appropriate supervisor of the purpose of the visit and shall restrict activities to the stated purpose of the visit.

ARTICLE 7. UNION OFFICIALS, STEWARDS AND REPRESENTATIVES

A. Recognition of Union Officials - The Employer recognizes and agrees to deal with Union officials, stewards and representatives in all matters covered by this Agreement. Matters relating to grievances arising out of alleged violations of this Agreement or disputes on the interpretation or application of this Agreement shall be in accordance with the provisions of Article 32, Grievance Procedure. A Union official, steward or representative shall be allowed time off to represent an employee at any grievance proceeding.

B. Union Stewards / Formula - The election or appointment of Union stewards is the function of the Union; provided, however, that the number of stewards shall be governed by the following formula:

1. One (1) authorized steward to each operating unit with twenty (20) or less assigned employees.

2. One (1) additional authorized steward for each additional twenty (20) employees, or major fraction of twenty (20) employees.

C. Steward Coverage - Steward coverage provided by the Union shall be subject to consultation between the Union and the Employer.

D. Transfer or Reassignment of Union Officials - The Employer shall not transfer nor reassign employees who are elected officials, employees appointed to elective positions or stewards of the Union from their present position during their terms of office because of their official capacity with the Union nor for their performance of same unless:

1. the employee requests such transfer or reassignment; or

2. the employee freely or voluntarily consents thereto; or

3. upon prior proof by the Employer that the transfer or reassignment is due to the normal rotation (without acceleration) of officers within the unit; or

4. due to an operational need for special skills which the employee possesses; or

5. due to the inability of the employee to perform the essential tasks of the employee's assigned duties.

E. List of Union Officials - The Union shall provide the Employer with a list of Union officials, stewards and representatives and maintain its currency.

ARTICLE 8. LEAVES OF ABSENCE FOR UNION BUSINESS

A. Leaves of Absence without Pay - Leaves of absence without pay shall be in accordance with the then existing rules, regulations and statutes except those supplemented herein.

1. Time Limit - Any employee elected or appointed to an office in the Union shall if such office requires the employee's full time in the exercise and discharge of the Union's duties, be given a leave of absence without pay not to exceed two (2) years.

2. Accrual of Benefits - Unless otherwise provided by law, no employee on leave of absence without pay shall be entitled to accrue or accumulate vacation allowance, sick leave, service credit for increments and longevity increases or other rights and benefits for the term of the employee's leave but shall accrue seniority for the purpose of determining length of service.

B. Any employee who is an elected or appointed official or delegate of the Union, if requested, may 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 including any reasonable travel time.

C. The Employer shall insofar as practicable, accommodate elected or appointed officials of the Union to attend meetings of boards and/or committees (Safety & Health Committee, Uniform & Equipment Committee, Legislative Committee and Stewards Committee) of which they are members.

D. Notification of Department Head - The Union is required to notify the Department head in writing at least a week in advance of the date(s) of such meetings, conferences or conventions. In the event of a special or emergency meeting, notification may be made by telephone conversation followed by a written confirmation.

ARTICLE 9. EDUCATIONAL AND INFORMATIONAL MEETINGS

A. Procedures for Meetings - The Union may hold educational and informational meetings once every calendar quarter, to be conducted by Union representatives and which shall be open to all employees in the bargaining unit, including members and non-members of the Union. The Department shall permit its employees time off with pay and reasonable travel time, to attend one such meeting per quarter held during working hours and such meeting shall be limited to not more than two (2) hours. The Union shall give written notice to the Employer at least twelve (12) days prior to the date of the meetings, and within four (4) days thereafter the Department shall respond to the Union's request. If the request is denied, the Department shall give its reason for such denial. Such meetings shall be allowed at dates, times, and places which do not interfere with the operations of the respective Departments. The Department shall provide meeting sites as available. These meetings may include multiple sessions in order to accommodate employees in the bargaining unit.

B. Inappropriate Subjects - Matters not appropriate for educational and informational meetings are engaging in political endorsements and engaging in demonstrations.

ARTICLE 10. NEGOTIATING COMMITTEE

A. Notice of Time Off - Members of the Negotiating Committee shall be allowed sufficient and reasonable time off to participate in the collective bargaining process, to include preparation for negotiations, conducted by the Union during regular working hours without loss of regular salary or wages in accordance with Chapter 89, HRS. The Union shall give the Employer reasonable prior notice when requesting such time off.

B. Negotiating Committee Members - The Union shall provide the names of its Negotiating Committee members to the Employer; likewise, the Employer shall provide the names of their representatives to the Union.

C. Joint Labor-Management Workshops - To facilitate and enhance communication between management and the Union, a joint meeting shall be held no more than four (4) times a year to discuss issues of mutual concern. Attendance shall include but not be limited to the chiefs and/or deputy chiefs of police, the directors of personnel and/or civil service of the four counties and the Union's negotiating committee. The parties shall mutually agree to an agenda for each meeting at least two (2) weeks before the meeting is held. Representatives from the Employer and the Union shall develop the agenda for each meeting at least two (2) weeks before the meeting is held.

ARTICLE 11. RIGHTS OF THE EMPLOYER

A. Management Rights - The Employer reserves and retains, solely and exclusively, all management rights and authority, including the rights set forth in Section 89-9(d)(1)-(8), Hawaii Revised Statutes, except as specifically abridged or modified by this Agreement.

ARTICLE 12. POLICE OFFICER'S PROTECTION - ADMINISTRATIVE INVESTIGATIONS AND INTERROGATIONS

A. Applicability of Article - This Article shall apply only to administrative investigations or interrogations of an employee conducted by the Chief of Police or the Chief's authorized representatives related to any incident which:

1. Occurred during the employee's on-duty or off-duty hours, and/or
2. Could lead to discipline, demotion, or dismissal of any employee for a violation of any departmental rule, regulation, order or command.

B. Administrative Investigations and Interrogations of Internal and External Complaints

1. Definition and Scope - Except for a criminal investigation or interrogation, an investigation or interrogation shall be considered to be of an administrative nature whenever such investigation or interrogation is conducted to determine the possibility of or to establish a basis for discipline or dismissal of an employee, regardless of whether such investigation or interrogation originated by an internal or external complaint. An administrative investigation or interrogation is to be used for internal departmental purposes only, and not for official criminal investigations. This Article shall not apply to communications between the employee and the employee's present chain of command, except that in the case of counties which do not have a specific internal investigative unit, when the Employer appoints a special investigator or interrogator from within the employee's chain of command to conduct a third party administrative investigation or interrogation which could result in such employee's discipline or dismissal, i.e., as when the Honolulu Police Department's Internal Affairs Division participates in an administrative investigation, communications shall be subject to the limitations set forth below.

2. Limitations:

a. Internal / External Complaints - Internal complaints which may result in disciplinary suspension, disciplinary transfer, demotion, dismissal, written reprimand or any combination thereof, shall be in writing, except as provided by law. All external complaints shall be in writing and sworn to by the complainant, except as provided by law.

b. Notification of Investigation - The employee shall be informed of the nature of the investigation or interrogation and shall be given a copy of the written complaint. The employee shall then be afforded a reasonable time to answer such complaints in writing.

c. Personnel File - No materials concerning a complaint shall be entered in any personnel file of the employee in cases where the employee has been exonerated, or in which the complaint is determined to be unfounded.

d. Personal Accountability - An employee is required to account only for the employee's own time and shall not be disciplined for lack of such knowledge of the activities of other employees.

e. Polygraph Examination - No officer shall be asked or be required to submit to a polygraph examination.

f. Interrogation Requirements - The interrogation of an employee shall be conducted at a reasonable hour, preferably at a time when an employee is on duty with reasonable notice being given, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required, and if such interrogation does occur during the off-duty time of the employee being interrogated, the employee shall be compensated for such off-duty time in accordance with Article 15.

g. Location of Interrogation - The interrogation shall take place at the office of the command of the investigating officer, the local station, bureau, unit in which the incident allegedly occurred as designated by the investigating officer, or any other place agreeable to both parties.

h. Interrogation Procedures - The employee prior to an interrogation shall be informed of the rank, name, and command of the officer in charge of the investigation, and of the interrogating officer(s). No persons other than the interrogator(s), the employee, and the employee's representative(s) shall be permitted at the interrogation except by mutual agreement. All questions directed to the employee being interrogated shall be asked by and through no more than one interrogator at a time; provided, however, the employee may request and shall be entitled to have present one representative of the employee's choice for each interrogator present. The employee's representative(s) present shall limit the employee's representative(s) involvement to the consultations between the employee's representative and the employee being interrogated and shall not become involved in asking or answering questions with the investigator or interrogator nor interfere with or interrupt the proceedings other than in engaging in consultations with the employee.

i. Answering Questions During Interrogation - Each employee shall answer only those questions specifically, directly, and narrowly relating to the employee's duties and actions while performing in the official capacity of the Police Department.

j. Time Limit on Interrogation Sessions - Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary provided that no period of continuous questioning shall be longer than thirty (30) minutes of duration without the employee's consent.

k. Offensive Conduct During Interrogation - The employee being interrogated shall not be subjected to offensive language or threatened with transfer, or other disciplinary action. No promise of reward shall be made as an inducement to answering any question. Nothing herein is to be construed as to prohibit the investigating officer from informing said employee that any disrespectful conduct during the interrogation can become the subject of disciplinary action.

l. Record of Interrogation - The complete interrogation of the employee, including notations indicating the beginning and ending of all recess periods, shall be recorded, and there shall be no unrecorded questions or statements except by mutual agreement. At the written request of the employee, a transcribed copy of the interrogation, if transcribed, shall be furnished to the employee within five (5) working days after the request. If a tape recording is made of the interrogation, the employee shall, upon written request, have access to the tape. The original tape shall remain the property of and in the custody of the Police Department. Expenses incurred in the reproduction of the tape and/or transcription of the interrogation(s) shall be borne by the employee as occasioned by the employee's request. Copies shall be made only by the Employer and shall be certified to be true. The employee may, at the employee's option, have the interrogation session recorded on the employee's personal tape recorder.

m. Statute of Limitations - No employee shall be subjected to an administrative investigation of a complaint that has been filed more than one (1) year from the date of the alleged incident, unless otherwise provided for by law. However, administrative investigations involving criminal misconduct may be initiated at anytime within the criminal statute of limitations as provided by law.

n. Psychological and/or Psychiatric Evaluation - The Employer may require an employee to submit to a psychological and/or psychiatric evaluation when the Employer has reason to believe the employee is not fit for duty. Such evaluation shall be at no cost to the employee and shall be conducted by qualified personnel.

Whenever an employee is evaluated, the reasons for referring the employee for such evaluation shall be provided to the employee. Psychological and/or psychiatric evaluations shall not be used to justify disciplinary action or considered a disciplinary action.

Psychological and/or Psychiatric evaluations shall be kept confidential. All such reports shall be filed with the Chief of Police or the departmental psychologist, as applicable. Such reports shall be limited to the use of determining whether an officer is fit or not fit for duty, may include a recommended plan of action for the employee to retain full duty status, and shall be in accordance with federal and state medical privacy laws.

o. Garrity Rights - Prior to any administrative investigation or interrogation of an employee, the Employer shall inform the employee in writing of the employee's Garrity Rights as follows:

It is my understanding that this statement is made for administrative, internal Police Department purposes only and will not be used as part of an official criminal investigation. This statement is made by me after being ordered to do so by lawful supervisory officers. It is my understanding that refusing to obey an order to make this statement that I can be disciplined for insubordination and that the punishment for insubordination can be up to and including termination of employment. This statement is made only pursuant to such orders and the potential punishment/discipline that can result for failure to obey that order.

Garrity v. New Jersey, 385 U.S. 493, 87 S.Ct. 616, 17 L.Ed.2d 562 (1967).

In the event an employee is scheduled in advance by the Employer or the Employer's representative for an interview or investigation which the employee reasonably feels may lead to disciplinary action, the employee may request to have a Union representative present to advise the employee of the employee's Garrity Rights prior to the interview and/or interrogation of the employee by the Employer.

C. Critical Incidents

1. The departments shall consult with the Union to develop policies and procedures governing a Critical Incident Protocol, which shall include, but not be limited to the following incidents:

- a. Whenever a firearm is discharged at a suspect(s) by the employee;
- or
- b. Whenever the employee inflicts death or serious bodily injury to a person; or
- c. Whenever the employee is seriously injured and requires immediate medical attention; or
- d. Whenever the employee is involved in a vehicle pursuit or on duty motor vehicle collision that results in death or serious bodily injury of any person; or
- e. Whenever the employee is involved in an in-custody incident resulting in death or serious bodily injury.

2. An employee directly involved in a critical incident as provided in C.1. shall not be required to submit a written administrative or police report until the officer has had a reasonable period of time, not to exceed four (4) hours, to consult with counsel of choice or a Union representative.

3. No disciplinary action shall be imposed on an employee for failing to submit a written administrative or police report in accordance with departmental rule, regulation, policy or procedure, if the delay was as a result of C.2. above, or at the direction of the assigned investigator. However, the employee shall be required to provide sufficient verbal information at the scene in order to establish probable cause, or information necessary to initiate an investigation and/or preserve the crime scene (such as suspect information, vehicles involved, etc.). The Employer may require additional interrogation(s) after a reasonable period of time has elapsed as provided for in C.2. above. When an employee is identified as a suspect, the employee shall be afforded Miranda rights.

ARTICLE 13. DISCIPLINE AND DISMISSAL

A. Discipline Shall be For Cause - The discipline and/or discharge of regular employees shall be for cause. When it becomes necessary for the Employer to initiate and impose disciplinary actions against any employee, such actions shall be administered in a fair and impartial manner, with due regard to the circumstances of the individual case. Discipline shall be deemed to include written reprimands, suspensions, dismissals, disciplinary transfers and disciplinary demotions.

B. Immediate Discipline - The Employer may immediately discipline any employee if the Employer, after considering the circumstances of each individual case, deems it necessary that prompt disciplinary action be administered. In a case where an employee suffers unusual hardship because of a loss of wages or other economic benefits, the Employer may, after considering the circumstances of the case, give additional consideration in effectuating the discipline.

C. Written Reprimand / Employee's File - When it becomes necessary to enter a written reprimand of any nature whatsoever into an employee's file, such employee shall be given a copy of the reprimand. The employee shall acknowledge the delivery of said copy, by the employee's signature. An employee shall be permitted to file a written statement as to any disagreement with the facts relating to such written reprimand, which shall also be filed in such employee's file.

D. Disciplinary Procedures - Notwithstanding any other provision herein when an employee is disciplined, the following procedures shall be followed:

1. Disciplinary Notice / Acknowledgment - The employee and the Union shall be furnished the reason(s) therefor in writing including the allegations or charges, rule(s) or regulation(s) upon which the discipline or dismissal is based, on or before the effective date of the discipline or dismissal. Upon service thereof, the employee shall acknowledge receipt thereof by the employee's dated signature. Where the need to impose disciplinary action is immediate, the employee and the Union shall be furnished the foregoing in writing within 48 hours after the action has been taken.

2. Effective Dates - All written notifications of disciplinary actions involving discipline and discharge shall include the effective dates of the penalties to be imposed as may be applicable.

3. Written Notice of Conditions - Any conditions placed upon the employee upon which return to work from a suspension or dismissal is contingent shall be included in such written notification.

4. Confidentiality - All matters under this article, including investigations, shall be considered confidential.

COMMENTARY

The parties acknowledge that this section may conflict with the provisions of Chapter 92F, HRS, and may be subject to legal challenge.

ARTICLE 14. CHANGES IN DEPARTMENTAL RULES

A. Written Notice - The Employer agrees to furnish the Union and the respective chapter chairperson with a written notice of the Employer's intention to make changes in departmental rules, policies or procedures that would affect the working conditions of employees or equipment peculiar to police work, and a copy of such proposed changes. Such notice shall be mailed no later than thirty (30) days before the starting date of the intended change; however, the change may be implemented earlier upon agreement by the parties. The Employer shall also provide the Union with copies of available resource materials, studies, or data relating to the merits of the proposed changes.

B. Meet and Confer / Response Time - If the Union wishes to meet and confer on the proposed changes, it shall respond in writing within ten (10) working days of the receipt of the Employer's written notice. Should the Union respond within ten (10) working days from the date of receipt of such written notice, the Employer agrees to meet and confer with the Union within ten (10) days after receiving the Union's request to meet to freely exchange information, opinions and proposals relating specifically to the proposed changes prior to their enactment. If the Union does not respond in writing within ten (10) working days of the date of receipt of such written notice, the Employer may assume that the Union does not wish to meet and confer on the proposed changes.

ARTICLE 15. OVERTIME

A. Occurrence of Overtime Work When Earned - The following provision on overtime shall apply except as waived or modified by mutual agreement as provided under Article 27, Hours of Work.

1. When Overtime Occurs - Overtime work will occur when an employee expends time or renders service in response to (a) the direction or request of a proper authority, (b) rule or regulation, or (c) police emergency:

a. Excess of Eight Hours - If such time or service is in excess of eight (8) hours a work day;

b. After Scheduled Shift - If such time or service is in excess of eight (8) hours whenever an employee, after completing the employee's scheduled eight (8) hour shift, is directed to continue working without stopping and works into the next calendar day;

c. Excess of 40 Hours - If such time or service is in excess of forty (40) hours per week;

d. Legal Holiday - If such time or service is on any day which is observed as a legal holiday, except that whenever the major portion of a shift falls on such a day, work performed during the entire eight (8) hour shift shall constitute overtime work provided that no further credit because of the overtime work shall be granted notwithstanding any other provisions of these rules and regulations;

e. Scheduled Day Off - If such time or service is on the employee's scheduled day off and there has been no change in the work schedule; or

f. New Shift / Less Than Twelve Hours Rest - In operating units subject to shift work when an employee is required to report to a new shift with less than a lapse of twelve (12) hours of rest. In such event, the employee shall continue to earn overtime until such rest period is granted. This subsection (f) shall not be applicable whenever an employee is deprived of the employee's twelve (12) hours rest period as a result of a change at the employee's own request.

2. Additions to the above provisions are as follows:

a. Split-Shift Work - An employee who works a split shift will be credited with one and one-half (1-1/2) hours for each hour worked which exceeds ten (10) hours, exclusive of time for meals, calculated from the time the employee starts and ends the work day. The one and one-half (1-1/2) hours credit for each hour worked which exceeds ten (10) hours shall be in lieu of and not in addition to the employee's regular straight time hours.

b. Call-Back - An employee on off-duty status who is called back to duty shall be credited with the greater of a minimum of three (3) hours regular straight time pay or overtime, calculated from the time the employee leaves the employee's home until the employee returns home from work.

c. Court Attendance - An employee who attends court outside of the employee's scheduled work hours shall be credited with the greater of a minimum of three (3) hours regular straight time pay or overtime calculated from the time:

(1) the employee leaves the employee's home, attends court and returns home; or

(2) the employee leaves the employee's work station, immediately attends court and returns home; or

(3) the employee leaves home while on off-duty status, attends court and until the start of the employee's regular scheduled work shift; provided that employees shall be permitted reasonable time to shower and dress for work at the employee's work station after court duty.

(4) When court attendance commences during the employee's scheduled work shift and extends beyond the end of such work shift, the employee shall be compensated in accordance with Section A.1., above. Whenever an employee attends court in a district other than the district to which the employee is permanently assigned, the employee shall receive reasonable travel time back to the employee's work station upon completion of court duties. In the event it is not necessary for such employee to return to the employee's work station, the employee shall receive reasonable travel time to return home, if the employee resides in a district other than the district in which court was held, provided that such time shall not be greater than reasonable time estimated to go back to the employee's work station.

d. Occurrence of Overtime Work with Respect to Official Leave with Pay or Compensatory Time - Any official leave with pay or compensatory time credits which have been actually taken by an employee shall be included in computing the hours of the employee's work week.

e. Change of Shift with Less Than Forty-Eight (48) Hours Notice - Whenever an employee is required, with less than forty-eight (48) hours advance notice to report for work on a shift other than the shift for which the employee was officially scheduled, the employee shall be credited for overtime work for each hour of work performed on the first day of such new shift. Such overtime credits shall not be in addition to any other overtime credits to which the employee may be entitled.

f. Change of Day Off with Less Than Forty-Eight (48) Hours Notice - Whenever the scheduled work day of an employee is changed with less than forty-eight (48) hours advance notice, the employee shall be credited with overtime for each hour of work performed on the first work day following the change. Such overtime credits shall not be in addition to any other overtime credits to which the employee may be entitled.

g. Scheduled Overtime During Off-Duty Hours - An employee who works scheduled overtime during off-duty hours (i.e., meetings, training, physical examinations, installation and removal of equipment, firearms qualification) shall be credited with the greater of a minimum three (3) hours straight time pay, or overtime for actual hours worked, calculated from the time the employee reports to work until the time the employee leaves work. For the purposes of this section, travel time to and from work shall not be compensable.

COMMENTARY

This section shall not apply to pre- and post-shift overtime as defined in Article 46, Meals.

h. Seventh Day Provision - Whenever an employee on a 40-hour work week schedule performs overtime work on all consecutive days off and renders at least five (5) hours service on at least one of the employee's consecutive days off and full-time service on all consecutive work days immediately preceding such days off, the employee shall be entitled to overtime for each hour of work performed on the work day following the last day off worked and each succeeding day worked unless granted a period of rest of twenty-four (24) non-work hours. In the event court attendance on matters connected with the employee's official duties requires air travel to another island, the five (5) hour minimum requirement on at least one of the consecutive days off shall be increased to a minimum of seven (7) hours.

For purposes of the Seventh Day Provision, court attendance (including reasonable travel time) for job related purposes on scheduled work days and days off shall be considered as time worked or service. Also, paid or unpaid leaves, compensatory time off, suspensions, unauthorized absences, and other types of leaves and absences shall not be considered as time worked or service. Furthermore, consecutive days off may involve one (1), two (2) or three (3) days, and consecutive work days may involve four (4), five (5) or six (6) days in a scheduled work week.

COMMENTARY

See Addendum - Memorandum of Agreement (MOA) for examples of the application of the Seventh Day Provision.

i. Stand-By Time Pay - For each calendar day or portion thereof of stand-by duty, the employee shall be paid an additional amount equal to twenty-five percent (25%) of the employee's daily pay rate. An employee shall be deemed to be on stand-by when the employee is assigned by the head of the department or other superior to hold the employee's self available for a specific period by leaving word as to where the employee may be reached for the purpose of responding to calls for

immediate service or for court appearance during the employee's off duty hours. Whenever it is necessary for an employee on stand-by to render service in response to a call to work, the employee shall be entitled to further compensation as provided in Article 15 A.2.b., Call-Back. When an employee responds to a call to work, the employee shall be furnished or compensated for meals as provided for in Article 46, Meals.

COMMENTARY

All of the following conditions are required for stand-by pay:

1. *Employee is assigned by superior officer or prosecuting attorney to hold the employee's self available for a specific period of time.*
2. *Employee must respond and come in when called.*
3. *Employee is subject to discipline/transfer if the employee fails to report when called in.*

j. Lack of Rest - Whenever an employee is required to perform overtime work between two consecutive scheduled work days that are actually worked and does not receive at least a total of eight (8) hours of rest from the end of the first scheduled work day to the start of the second scheduled work day, the employee shall be entitled to overtime on the second scheduled work day which shall be equal to the difference between the eight (8) hours and the number of actual hours of rest received. For the purposes of this section, Article 46, Meals, is not applicable.

k. Consultative Calls - An employee who is not on stand-by status shall be paid a minimum of one (1) hour straight time pay for one (1) or more consultative calls within the same one (1) hour period, calculated from the onset of the first call and ending one (1) hour later. For the purposes of this section, a consultative call shall mean an exchange of technical and/or procedural information to resolve a problem requiring immediate attention. The payment for consultative calls shall be in lieu of any other compensation, including overtime and call-back.

B. Compensation for Overtime Work

1. Basic Compensation Formula - The basic compensation for an employee who receives cash payment for overtime work shall include all differentials an employee is receiving when performing overtime work, except for hazard pay differentials. To convert an employee's basic compensation to an hourly rate, the following formula shall be used: (monthly salary plus the amount of monthly differentials) multiplied by twelve (12) months then divided by 2080 hours; plus any hourly differentials the employee is earning.

2. Cash Payment Formula - Cash payment for overtime work shall be calculated as follows: (basic rate of pay plus differentials as determined in B.1.) multiplied by the number of hours worked or fraction thereof computed to the nearest fifteen (15) minutes multiplied again by one and one-half (1-1/2).

(E.g. $(\$15.00 + .31) \times 1-1/2 \times 8 = \183.72)

3. Cash Payments for Overtime / Budgeted - Cash payments for overtime work shall be made to the extent that funds are budgeted and available for such purpose. If funds are not available, employees shall be credited with compensatory time.

4. Cash Payments for Compensatory Time Upon Termination - At the time of termination or resignation from service, an employee shall be paid in cash for all compensatory time credit earned but not yet taken as compensatory time off based upon the employee's rate of pay at the time of the termination or resignation.

5. Conversion to Compensatory Time / Formula - The number of actual hours of overtime worked shall be converted to compensatory time credit at the rate of one and one-half (1-1/2) hours of compensatory time credit for each hour of overtime work, except as provided in Section A.2.b., Call-Back.

C. Compensatory Time Off

1. Accumulation of Compensatory Time - An employee may accumulate a maximum of one hundred (100) hours of compensatory time credit. The Employer may unilaterally schedule such hours in excess of one hundred (100) hours off or shall pay the employee in cash.

2. Use of Compensatory Time - An employee who has accrued compensatory time off and who has requested the use of such compensatory time shall be permitted by the Employer to use such time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the Employer. The Employer shall make a "sincere effort" to allow the use of compensatory time when requested.

3. Compensatory Time Considered Leave with Pay - An employee on compensatory time off shall be deemed to be on official leave with pay status.

4. Conversion to Sick Leave - An employee who notifies the employee's Department head promptly or substantiates to the satisfaction of the employee's Department head that the employee was sick on a scheduled day of compensatory time off shall be charged only for sick leave.

D. Assignment of Overtime Work and Stand-By Duty

1. Equitable and Fair Assignment - The Employer shall endeavor to assign overtime work, and stand-by duty, in a fair and equitable manner to employees. When assigning overtime, consideration shall be given to employees of the same rank within the same work unit. Employees assigned to perform such overtime or stand-by duty may request to be relieved from performing overtime work or stand-by duty for justifiable reasons and the Employer shall accommodate such request provided that a qualified replacement is available.

COMMENTARY

The Employer retains the right to make temporary assignments.

ARTICLE 16. ORIENTATION

A. Union Orientation - The Employer shall make available a period of one (1) hour to the Union in each recruit class with an end toward education of each employee of the rights and benefits under the collective bargaining agreement, as well as other Union benefits, and the responsibilities of the employee and the organization of the Union with an end toward having an employee who would become a better Union member and a better employee.

B. Union's Health Benefit / Insurance Programs - The Employer shall make available a period of one (1) hour on the first day of orientation to Union personnel so that they may provide each recruit class with information concerning the Union's health benefits program and insurance plans.

ARTICLE 17. UNIFORM AND EQUIPMENT

A. Uniform and Equipment Committee - There shall be established a Uniform and Equipment Committee in each county. Said Committee shall be charged with the responsibility for evaluating proposed changes in appearance standards, dress, the standards and specifications of uniforms, motor vehicles, and personal police equipment and for making recommendations which shall be given directly to the Chief of Police of the respective county for consideration and action. The Committee will be informed of the Police Chief's decision.

1. Composition of Committee - Said Committee shall have four (4) members. The Employer shall select two (2) members and the Union shall select two (2) members. The Union shall provide the names of its members to the Employer and likewise, the Employer shall provide the names of its members to the Union.

2. Meetings - The Committee shall meet at least once a month at a date and time mutually agreeable; provided, however, that said monthly meetings may be waived by mutual agreement. Members of the Uniform and Equipment Committee shall be allowed sufficient time off to attend all meetings of the Uniform and Equipment Committee. The Employer may, only if operationally necessary, refuse to adjust work schedules to accommodate members of the Committee. The Employer shall not pay any overtime premiums or any other penalties as a result of work schedule changes made in accordance with this section.

3. Recommendations - Except in an emergency, the Employer agrees that changes in appearance standards, dress and the standards and specifications of uniforms, motor vehicles and personal police equipment shall not be made prior to receipt of recommendation of said Committee.

B. Employer Rights - Uniforms - The Employer shall have the right to determine the overall appearance and color of uniforms with the following exceptions:

1. Safety and Comfort - Provided that nothing detrimental to the safety and comfort of the employees shall be prescribed;

2. Neckties - Neckties shall not be required;

3. Police Hats - Police hats are considered part of the official uniform and must be worn when directing traffic and for ceremonial, foot patrol and security details, drills, inspections and off-duty assignments. The wearing of the hat is optional in all other situations except that each employee shall have their hat readily available while on duty.

C. Issued Equipment / Uniform Replacement - The Employer shall furnish, at no expense to employees police equipment, which may or may not include cars, and personal safety equipment which it requires employees to use in connection with their official duties. Existing uniform allowance policy of the respective jurisdictions shall be maintained for the duration of this Agreement except that employees qualified to receive a uniform replacement shall be entitled to a replacement allowance based on a reimbursement of seventy-five percent (75%) of the actual item cost of a purchased replacement uniform.

D. Uniform Maintenance Allowance - Effective July 1, 2013, all employees who have been issued and are required to maintain uniforms shall receive a Uniform Maintenance Allowance of \$300.00 per fiscal year. Fifty percent (50%) of such allowance shall be paid on or about July 1st (e.g. \$150.00) and January 1st (e.g. \$150.00) of each fiscal year. If the employment of the employee commences after July 1st or January 1st of the fiscal year, the sum shall be paid prorated from the date hired. The allowance paid shall cease during periods of suspension of five (5) or more days and the Employer may recover any overpayment on a prorated basis retroactive to the first day of suspension. If the employment of an employee is severed prior to the end of the fiscal year, the Employer shall be entitled to recover on a prorated basis.

E. Firearm Maintenance Allowance - Effective July 1, 2017, the Employer shall provide to employees authorized to carry a firearm as a condition of employment on a 24-hour basis a sum of \$1000.00 per fiscal year for the proper care and maintenance of weapons and accessory personal safety equipment related to their employment issued by the Employer, and for the purchase, care and maintenance of supplemental weapons, including ammunition approved by the Employer. Fifty percent (50%) of such allowance shall be paid on or about July 1st (e.g. \$500.00) and January 1st (e.g. \$500.00) of each fiscal year. If the employment of the employee commences after July 1st or January 1st of the fiscal year, the sum shall be paid prorated from the date hired. The allowance paid shall cease during periods of suspension of five (5) or more days and the Employer may recover any overpayment on a prorated basis retroactive to the first day of suspension. If the

employment of an employee is severed prior to the end of the fiscal year, the Employer shall be entitled to recover on a prorated basis.

F. Supply Room - The supply room shall remain open during regular business (7:45 a.m. - 4:30 p.m.) Monday through Friday except holidays and inventory days, or as may otherwise be agreed upon.

G. Damaged, Worn, Lost or Stolen Equipment - Except in cases of gross negligence on the part of employees, furnished equipment to include county-owned vehicles which are damaged or which are worn out through normal wear and tear shall be repaired or replaced by the Employer at no cost to the employee. In cases of gross negligence, employees shall replace lost, stolen or damaged equipment at their own expense.

H. Reimbursement for Clothing, Shoes, Eyeglasses & Watches - Provided no gross negligence is involved, the Employer shall either reimburse the employee for the reasonable value or pay for the repair costs of uniforms or personal clothing, shoes, prescription eyeglasses, or watches which are damaged in the performance of their official duties and responsibilities.

1. **Employer's Liability Limit** - The Employer's liability shall be limited to:

a. **Prescription eyeglasses** - \$150.00 for prescription eyeglasses;

b. **Watches** - \$100.00 for watches;

c. **Shoes and Personal Clothing** - \$100.00 for shoes and personal clothing. It is further provided that the Employer's liability with respect to shoes shall not include damages resulting from normal wear and tear.

2. **Payment** - Payment shall be made to the employee within twenty (20) working days from submission of such claims.

COMMENTARY

The Parties agree to meet and consult on the Uniform Policy to insure consistency among the jurisdictions to the extent possible.

ARTICLE 18. SUBSIDIZED AUTOMOBILES

A. Providing of Automobile Allowances - Automobile allowances shall be provided to police officers who are required by the Employer to purchase and regularly use their private automobiles for official duty.

B. Determination - The Employer shall determine who shall be required to provide an automobile for official duty.

C. Vehicle Specifications - The Employer shall determine the specifications of such vehicles.

D. Replacement Vehicle - The police officer is responsible for providing an acceptable replacement vehicle whenever the employee's automobile is being repaired as the result of off duty damages. In the event damages should be incurred while on duty where no gross negligence is involved on the part of the employees, the Employer shall provide a replacement vehicle for official use at no cost to the employee or reassign the employee to non-motorized duty.

E. On Duty Damages - Employees whose subsidized automobiles necessitate repairs as a result of on duty damages shall suffer no loss of car allowance for a period not to exceed six (6) months.

F. Allowance During Leaves of Absence - Automobile allowance shall be continued during any authorized leaves of absence with pay, including industrial injury leaves, not exceeding a continuous period of six (6) months.

G. Required Equipment - Equipment required by the Employer for a subsidized vehicle shall be furnished and installed at the expense of the Employer.

H. Insurance - The Employer shall continue the present practice of providing public liability and property damage insurance to include no-fault insurance for each subsidized vehicle. Comprehensive and collision insurance for a subsidized vehicle

shall be the responsibility of the employee. Cost of repairs for damages to a subsidized vehicle shall be reimbursed under circumstances which indicate that the damage occurred "on duty" or incurred while performing an official police function, and (1) was the malicious or negligent act of a third party, or (2) was not the result of gross negligence on the part of the officer. Reimbursement shall be made to the extent not compensated for by the deductible provision of the insurance policy, but not in excess of \$100 for comprehensive insurance and/or \$250 for collision insurance. A final written statement of cost and list of damages shall be presented to the Employer upon request for payment.

I. Notification - Whenever an employee is required to purchase, lease or otherwise obtain the use of an approved vehicle as a condition of continued employment or promotion, the employee shall be notified in advance and shall be given a reasonable time to effect the purchase, lease or use of such vehicle.

J. Changes to Subsidized and/or Fleet Vehicle Programs - The Employer agrees that changes to the present policies regarding automobiles for police use will not be made without prior consultation with the Union.

K. Installation and Removal of Required Equipment - Whenever equipment required by the Employer is to be installed in subsidized vehicles, the following shall apply:

1. The Employer shall install and remove such equipment.
2. The Employer shall be responsible for repair of any damages caused by installation or removal of such equipment. Such responsibility shall be limited to damages caused only by authorized installation or removal.
3. The employee shall be responsible for the proper use and security of all required equipment. The Employer shall not be responsible for replacement or repair of required equipment which is stolen, lost, or damaged as a result of gross negligence on the part of the employee.

L. Automobile Allowance Schedule - The monthly allowance paid by the Employer for subsidized vehicles shall be paid in accordance with the following schedules:

CITY AND COUNTY OF HONOLULU

Group I

\$600.00 - Effective July 1, 2011

Central Patrol Bureau (excluding Central Receiving Division) and
Regional Patrol Bureau – (MPO, Sergeant, Lieutenant, Patrol Detectives)
Professional Standards Office
Special Services Division (SSD)
Traffic Division (all)
Records and ID / Warrant Section

Group II

\$562.00 - Effective July 1, 2011

Central Receiving Division
Communications Division
Community Affairs Division
Intelligence Enforcement Unit
Criminal Investigation Division
Human Resources Division
Information Technology Division
Major Events Division
Narcotics / Vice Division
Records and Identification Division
Training Division

COUNTY OF HAWAII

Group I

\$600.00 - Effective July 1, 2011

Patrol (Sergeants, PO)
Traffic Enforcement Units
Uniformed Lieutenants

Group II

\$562.00 - Effective July 1, 2011

Administrative Bureau
Criminal Intelligence / Office of Professional Standards Unit
Criminal Investigation Section
Juvenile Aid Section
Vice Section

COUNTY OF KAUAI

Group I

\$600.00 – Effective July 1, 2013

Patrol Division

Group II

\$562.00 – Effective July 1, 2013

Non Patrol Division

M. County of Maui

1. Private Automobiles Used for Official Duty - If any police officer is required by the County of Maui to purchase and regularly use the employee's private automobile for official duty, an automobile allowance shall be provided in accordance with the categories that have been agreed upon for the County of Hawaii.

2. Limitations - Whenever an employee who has been required to regularly provide an automobile for official duty as provided in paragraph 1 above and should the respective Employer subsequently terminate such policy:

a. Any subsidized vehicle in use on the effective date of the termination of the above policy and which is in satisfactory operating condition as determined by the respective Employer, shall be retained as a subsidized vehicle until said vehicle has aged six (6) years from the date the automobile was first sold.

b. If the employee, with the approval of Employer, elects to waive the six (6) year period, the Employer shall provide a vehicle to the employee and discontinue the automobile as provided in paragraph 1, herein.

N. Condition of Vehicle / Employee Responsibility - If the subsidized automobile is not in satisfactory condition, as determined by the Employer, the employee shall return it to satisfactory condition at the employee's cost within a reasonable time but not to exceed thirty (30) days from the date of notice. If not so returned, the automobile allowance shall be terminated.

O. Gasoline Issued / Rate for On-Duty Miles - Gasoline for all units is to be issued at the rate of ten (10) official duty miles per gallon. Mileage overages may be carried forward but must be cleared within the next calendar month. The present practice of distribution of oil shall be continued.

P. Time Limit on Use of Subsidized Vehicles - The Employers agree that any employee who is required to provide a subsidized automobile shall be permitted to use such automobile up to eight (8) years from the date the automobile was first sold, provided such automobile meets the approved standards of the applicable Department. Notwithstanding the above, the subsidized automobile which has been

used for eight (8) years may be permitted to be used for an additional two (2) year period upon appropriate application, each of both years, with the Police Department, provided such automobile meets the approved standards. Any decision by the Department of each one (1) year extension shall not be subject to the grievance procedure.

Q. Window Tint - Subsidized vehicles may have tinted windows provided that the window tint meets all applicable Federal and State standards regarding window tint. In the event of a disagreement as to whether a subsidized automobile's tinted window or windows meet Federal and/or State standards, the Employer's representative and the employee shall have the tint tested at an authorized State safety inspection station. The results of the test shall be binding on the parties. When the tint does not meet Federal and/or State standards, the employee shall pay the cost of the test. When the tint meets the standards, the Employer representative shall pay the State safety inspection station the cost at the time of the test. Any violation or disagreement by employees of this section shall not be subject to the grievance procedure.

ARTICLE 19. PARKING

The Employer agrees to meet and confer with the Union in seeking means to alleviate the severe problems caused by the lack of parking spaces for employees.

ARTICLE 20. TRANSFERS

A. Placement of Employees - The placement of employees within each Police Department shall be the responsibility of the respective Police Chiefs.

B. Seniority / Hardship - In transferring or reassigning employees, the Police Department will insofar as practicable consider grade seniority when making such transfer or reassignment. In addition, due consideration shall be given for cases involving personal hardship.

C. Requests for Transfer - Employees may submit written requests for transfer to another district, division or unit and shall receive written acknowledgment of such request from the Department. Such requests shall be given full consideration by the Department.

D. Disciplinary Transfers - Whenever an employee is transferred or reassigned for disciplinary reasons, the employee shall be given written notification of and the reasons for such action.

E. Intergovernmental Transfers - Intergovernmental transfers of employees may be permitted when made in conformance with civil service laws and rules.

F. No Requirement to Live in District - No employee shall be required to live in the district where the employee is assigned the employee's tour of duty. The only exception will be employees required to work on the islands of Lanai, Molokai, or in the district of Hana.

G. Notice of Denial - If the transfer is denied, the employee shall be notified of the denial.

H. Written Transfer List - The Employer shall maintain a dated written transfer list. Upon the request of a Union Representative, the employee shall be given access to the transfer list.

I. Length of Time Requests are Valid - Transfer requests shall be valid for one year from the date of filing.

ARTICLE 21. PROBATIONARY PERIOD

A. Initial Probationary Period / New Employees - All new employees shall serve an initial probationary period of one (1) year, during which time they shall not be entitled to any seniority or tenure rights, but during this period, they shall be subject

to the terms and conditions of this Agreement. If an initial probationary employee takes an approved leave of absence, the employee may, upon recommendation of the appointing authority, be granted credit for the period of leave towards the probationary period; otherwise, the employee shall be required to serve an additional number of days equivalent to the period of leave to complete the employee's initial probationary period. The initial probationary period may be extended by the Employer for a period not to exceed six (6) months in situations where the Employer has not had sufficient time to adequately evaluate the employee's performance as a police officer. Upon satisfactory completion of the initial probationary period such employees shall be known as regular employees and shall be credited with seniority and tenure from the date of hire which shall be considered a part of employees' seniority rights as set forth in Article 23. A new employee whose probationary appointment is terminated shall not be entitled to use the grievance or appeal procedure.

B. Promotional Probations - New probationary periods shall be for six (6) months and may be extended for an additional period not to exceed six (6) months. An employee whose promotion is terminated or whose new probationary period is extended during the employee's probationary period shall be informed in writing of the specific reasons therefor prior to or upon the effective date of said action.

1. Purpose of Promotional Probationary Process - The Employer and the Union agree that the new promotional probationary period is an extension of the examination process and will be used to evaluate the employee's overall job performance in the new position.

2. Rights of Promotional Probationary Employees - An employee whose promotional probationary appointment is terminated shall be entitled to appeal through the grievance procedure, if prejudice was a controlling factor in the termination of the employee's promotion.

ARTICLE 22. SAFETY AND HEALTH

A. Composition of Committee / Meetings - There shall be established in each jurisdiction a Safety and Health Committee comprised of two (2) member representatives of the Union and two (2) member representatives of the Employer. The Union shall provide the names of its members to the Employer and likewise, the Employer shall provide the names of its members to the Union. The Committee shall meet at least once each month at a date and time mutually agreeable; provided however, that said monthly meetings may be waived by mutual agreement.

B. Functions - The function of the Committee shall be to advise the Police Chief concerning matters of occupational safety and health within the Police Department. The responsibilities of the Committee shall include reviewing existing safety equipment, supplies and procedures; reviewing accidents for the purpose of recommending corrective or preventive safety measures; and suggesting changes to Police Department safety and health rules and practices. Recommendations of the Committee shall be given directly to the Chief of Police of the respective county for consideration and action. The Committee will be informed of the Police Chief's decision. The Committee shall meet at a time mutually agreeable to representatives of the Employer and the Union. Members of the Safety and Health Committee shall be allowed sufficient time off to attend all meetings of the Safety and Health Committee. The Employer may, only if operationally necessary, refuse to adjust work schedules to accommodate members of the Committee. The Employer shall not pay any overtime premiums or any other penalties as a result of work schedule changes made in accordance with this section.

C. Compliance with Laws - The parties agree to comply with applicable Federal, State and local safety laws and ordinances.

D. Unsafe Equipment / Third Party Determination - No employee shall be required to operate or handle any Employer-supplied machine, equipment or motor vehicle which is deemed unsafe. If an employee alleges that a machine, equipment or motor vehicle is unsafe and the employee's supervisor disagrees with said allegation, the employee or the employee's representative and the Employer or Employer's representative shall mutually agree upon the appointment of a third party qualified to evaluate the safety of said machine, equipment or motor vehicle to determine the safety of same. The decision of the third party shall be final and binding upon the parties.

ARTICLE 23. SENIORITY

A. Master Seniority List - There shall be established by the Employer of each county a master seniority list which shall be maintained on a yearly basis. The list shall be posted each year from January 1 until January 31, in each Department and each station, in a conspicuous place, and a copy thereof shall be delivered to the Union. Objections to the seniority lists shall be reported to the respective Employer on or before February 15 of each year, or said seniority lists shall stand as posted.

B. Contents of Master Seniority List - The master lists shall contain each employee's name, departmental seniority, present grade, and grade seniority. For purposes of this Agreement, departmental seniority shall be determined as of the date of last continuous hire within the county, as a police officer/police cadet, subject to (1) through (10) below.

C. Determination of Seniority / Limitations - For purposes of the Agreement, grade seniority shall be determined as of the effective date of appointment to the employee's present grade, subject to (1) through (10) below:

1. Authorized Leaves - Employees who have been granted authorized leaves of absences and who then return to active duty within the police department shall be credited the time of such leave of absence towards all seniority rights.

2. Resignation / Termination - An employee who resigns or whose employment is otherwise terminated and who thereafter is re-employed shall lose all seniority rights accrued to the date of termination of the prior employment.

3. Suspension / Unauthorized Leave - Periods of suspension and unauthorized leaves of absence shall not be credited toward seniority rights.

4. Temporary Assignment - Temporary assignment to higher rank shall not be a basis of the accumulation of any grade seniority at the higher rank.

5. Same Date of Employment - Employees with the same date of employment shall have departmental seniority determined by their rank on the eligible list from which appointed.

6. Same Date of Promotion - Employees with the same date of promotion shall have their grade seniority determined by their departmental seniority.

7. Demotion - In cases of a demotion, voluntary or otherwise, the demoted employee shall enter the lower grade with credit for any prior grade seniority which the employee previously earned within said grade.

8. Promotion - In all cases of a promotion, the employee shall enter the higher grade with credit for any grade seniority previously earned within said grade.

9. Unsuccessful Completion of Promotional Probationary Period - For employees who did not successfully complete their promotional probationary periods, Section C.8. shall not apply.

10. PO-9 - For officers permanently assigned in the PO-9 salary range, seniority will be determined by departmental seniority. However, for officers temporarily assigned in the PO-9 salary range, seniority will be determined by grade seniority.

ARTICLE 24. VACATION LEAVE

A. Vacation Leave Earned

1. An employee shall earn fourteen (14) hours of vacation leave for each month of service. For the purpose of this Article, a workday is defined as an eight-hour (8) workday.

2. An employee who renders less than a full month of service shall earn vacation leave for the month as follows:

<u>Straight Time Hours of Work Per Month</u>	<u>Earned Work Hours of Leave</u>
For 0 to 31	0
For 32 to 55	4
For 56 to 79	6
For 80 to 103	8
For 104 to 127	10
For 128 to 151	12
For 152 or more	14

B. Exceptions to Earning Vacation Leave

1. An employee shall earn vacation leave while on leave with pay, including paid holidays, unless specifically prohibited by the Agreement.

2. An employee shall not earn vacation leave while on:

a. Vacation leave or sick leave when the employment terminates or is to be terminated at the end of the leave.

b. Leave without pay, except when the employee is on leave for disability and is being paid workers' compensation.

c. Suspension.

d. Unauthorized leave.

C. Accumulation of Vacation Leave

1. An employee may accumulate up to one hundred sixty-eight (168) hours of vacation leave per calendar year until the employee accumulates the first three hundred thirty-six (336) hours. Subsequently, an employee may accumulate not more than one hundred twenty (120) hours of vacation leave per calendar year, even if the total accumulated days fall below three hundred thirty-six (336) hours. Vacation leave in excess of one hundred twenty (120) hours per year may be accumulated for good cause when a request for the accumulation is approved by the Police Chief, provided the request shall be accompanied by a stipulation that the employee shall take the excess vacation leave at a specified time. If the employee fails to take the excess vacation leave at the time stipulated, the employee shall forfeit the excess vacation leave unless for good reason an extension of time is granted by the Police Chief.

2. An employee may accumulate vacation leave for the succeeding year or years provided that the total accumulation shall not exceed seven hundred twenty (720) hours at the end of the calendar year. If vacation leave accumulated at the end of the calendar year exceeds seven hundred twenty (720) hours, the vacation leave in excess of seven hundred twenty (720) hours shall be forfeited, except:

a. When the vacation leave commences on or before the last working day of the calendar year and includes the accumulated vacation leave in excess of seven hundred twenty (720) hours.

b. When an employee becomes sick prior to the approved vacation leave that would have commenced on or before the last working day of the calendar year and the sickness extends into the next calendar year. The excess vacation leave shall be taken immediately after the conclusion of the sick leave.

c. When an employee terminates on or before the last working day of the calendar year, notwithstanding the fact that the recording of current accrued

vacation for the year on the last day may result in an accumulation of more than seven hundred twenty (720) hours.

d. When an employee's accumulated vacation leave exceeds seven hundred twenty (720) hours, the employee may be paid for the excess vacation leave in lieu of taking vacation leave, if upon investigation by the respective county director of finance it is found that the excess vacation leave resulted from the employee's inability to be allowed vacation time off because of orders by the Police Chief.

D. Application for Vacation Leave

The employee desiring to take vacation leave shall be responsible for submitting an application, on a form prescribed by the respective county director of finance, in advance of the beginning date of the vacation to enable the Employer to make necessary arrangements for any readjustment of work. The advance notice period to submit an application for vacation leave may be prescribed by departmental regulations or policies. The advanced notice may be waived for emergency situations.

E. Administering Vacation Leave

Vacation leave shall be administered on a calendar year basis and recorded at the end of each calendar year. For the purpose of this Article, the vacation year shall commence January 1 and terminate December 31 of the calendar year.

F. Selection and Scheduling of Vacation Leave

1. In the selection of vacation dates, preference shall be given within each operating unit by respective grade on the basis of departmental seniority.

2. The Department shall schedule vacations of personnel belonging to different bargaining units on an impartial basis consistent with operational needs.

3. The Employer agrees to meet and confer with the Union to formulate guidelines in scheduling vacations of police officers and Department employees of other bargaining units.

4. In the event an employee moves from one operating unit to another, after the employee's vacation has been scheduled but before the effective date of said scheduled vacation, the Employer shall reschedule the vacation date of the employee so that it is consistent with the vacation schedule of that operating unit.

G. Granting of Vacation Leave

1. Vacation leave that is requested in advance and submitted on a proper application by the employee, may be granted and taken at such times as designated by the Police Chief, provided that such leave shall be taken as close to the requested period of time as conditions in the Department will permit, so as to prevent any forfeiture of vacation leave.

2. When vacation leave is granted, it may include, at the request of the employee, all vacation leave accrued up to the end of the employee's last full month of service immediately preceding the commencement of the vacation, provided that no employee shall be granted or permitted to take vacation in any calendar year in excess of seven hundred twenty (720) hours.

3. Vacation leave of less than one (1) hour shall not be granted.

4. Vacation leave shall be charged only for those hours of work for which the employee is or would normally be scheduled to work.

5. When payment in lieu of vacation leave is granted or when the employee's employment will not continue at the expiration of the vacation leave, the payment shall include a prorated amount for any fraction of a work day of vacation leave to which the employee is entitled.

H. Recall from Vacation Leave

In the event an employee is called back to duty prior to the expiration of any granted vacation, the employee shall be paid for all work performed at the rate of

one and one-half (1-1/2) times the employee's regular rate of pay during such periods of scheduled vacation the employee's services are required and shall be granted the employee's unused vacation days, or portions thereof, at a time mutually agreed upon.

ARTICLE 25. LEAVES OF ABSENCE WITH PAY

A. Leave for Death in the Family

1. When death occurs to a member of an employee's immediate family, the employee shall be entitled to three (3) days leave with pay.

a. For the purpose of this section, immediate family is defined as: parents, brothers, sisters, spouses, natural or legally adopted children, step-parents, parents-in-law, grandparents and grandchildren, or any individual who becomes 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. If the death or funeral occurs outside the State of Hawaii, the employee shall be granted, upon request, a reasonable number of additional days of accumulated vacation leave, compensatory time off, or leave without pay for travel to attend the funeral; or participate in the funeral arrangements for a funeral in the State of Hawaii.

b. 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.

B. Personal Leave - An employee shall, whenever operationally possible, be permitted five (5) days personal leave with pay per year which shall be charged against the employee's vacation credits. Additional personal leave with pay may be granted upon request based on justifiable need whenever operationally possible and shall also be charged against the employee's vacation credits.

C. Military Leave with Pay

1. Employees whose appointment is for six (6) months or more shall, while on active duty or during periods of camps of instruction or field maneuvers as members of the Hawaii national guard, air national guard, naval militia, organized reserves, including the officer's reserve corps and the enlisted reserve corps, under call of the President of the United States or the governor of the State, be placed on leave with pay status for a period not to exceed fifteen (15) working days in any calendar year, except as provided in subparagraph C.2.

2. If an employee is called to active duty or required to report to camp training or field maneuvers by official military orders a second time within a calendar year, the employee may elect to use up to fifteen (15) working days of the succeeding calendar year; provided that the employee's entitlement to the working days advanced shall be cancelled from the succeeding calendar year, and the employee shall so agree in writing. Advanced military leave shall not exceed fifteen (15) working days and advancement of military leave for two (2) consecutive calendar years is not allowed.

3. The employee who is advanced leave shall be required to reimburse the Employer an amount of pay equivalent to the days advanced in the event the employee leaves government employment or separates from the military prior to completion of a year's service in the succeeding year from which leave was advanced, except in the case of death of the employee.

D. Sick Leave

1. Sickness

a. A physical or mental disability not willfully or intentionally provoked by the employee, preventing the performance of regular or usual work, including

disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

b. Sick leave shall be allowed for medical, dental, optical and optometric appointments which the employee cannot schedule for non-work hours.

2. Sick Leave Earned

a. An employee shall earn fourteen (14) hours of sick leave for each full month of service. For the purpose of this Article, a workday is defined as an eight-hour (8) workday.

b. An employee who renders less than a full month of service shall earn sick leave for the month as follows:

<u>Straight Time Hours of Work Per Month</u>	<u>Earned Work Hours of Leave</u>
For 0 to 31	0
For 32 to 55	4
For 56 to 79	6
For 80 to 103	8
For 104 to 127	10
For 128 to 151	12
For 152 or more	14

3. Exceptions to Earning Sick Leave

a. An employee shall earn sick leave while on leave with pay, including paid holidays, unless specifically prohibited by the Agreement.

b. An employee shall not earn sick leave while on:

1) Vacation leave or sick leave when the employment terminates or is to be terminated at the end of the leave.

2) Leave without pay, except when the employee is on leave for disability and is being paid workers' compensation.

3) Suspension.

4) Unauthorized leave.

4. Accumulation of Sick Leave

Sick leave may be accumulated without limitation.

5. Application for Sick Leave

Application for sick leave shall be filed on a form prescribed by the Employer or designee within five (5) working days after return to duty, provided that in the event such employee dies before that time or before return to duty, the employee's executor or administrator or the Police Chief, if deemed proper, may file such application within six (6) months after the employee's death.

6. Granting of Sick Leave

a. Sick leave shall not be granted unless it is proven to the satisfaction of the Employer that the employee's absence from work was necessary because of sickness, or because of medical, dental, optical and optometric examination appointments which the employee could not schedule for non-work time.

b. The employee shall submit a certificate from a licensed physician or an advanced practice registered nurse (APRN) for absences of five (5) or more consecutive working days 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. The Police Chief may require the employee to be examined by a physician of said Police Chief's choice provided the Department assumes the cost of the physician's services.

c. Sick leave of less than one (1) hour shall not be charged to sick leave.

d. An employee shall be charged for sickness for only those hours for which the employee was or would have been scheduled to work. Sickness on

holidays shall not be charged against the employee's sick leave allowance.

7. Sick Leave During Vacation

An employee who is sick one (1) or more consecutive working days while on vacation leave and who submits a certificate from a licensed physician or an APRN or other satisfactory proof of sickness, as deemed necessary by the Employer, shall be charged sick leave in lieu of vacation leave. Application for sick leave in lieu of vacation leave shall be made within five (5) working days upon the employee's return to work.

8. Physical Examination

Physical examinations required by the Employer shall not be charged against an employee's sick leave.

9. Forfeiture / Non Forfeiture of Sick Leave

An employee who terminates employment shall forfeit accumulated sick leave to the date of the termination, except as otherwise provided by law. An employee shall not forfeit accumulated sick leave when the employee is granted a leave of absence without pay, including military leave, or is rehired within seven (7) calendar days by the Employer.

10. Investigation of Sick Leave

The Employer may investigate any absence with pay due to sickness and take disciplinary action when a false claim is determined to have been made by the employee. The Employer may require an employee to be examined by a designated physician to determine whether or not the employee's absence was due to sickness. If the Employer requires the employee to be examined by a physician selected by the Employer for the purpose of verifying the sickness, the Employer shall assume the cost of the physician's services. If the employee requests and the Employer grants the employee's request to be examined by a private physician of the employee's choice, the employee shall be responsible for the cost of the physician's services. In the event the employee is examined by a private physician, the employee shall request that the physician furnish a report of the findings to the Employer.

E. Family Leave

1. Definitions

a. "Child" means an individual who is a biological, adopted, or foster son or daughter, a stepchild, or a legal ward of an employee.

b. "Parent" means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, a grandparent, or a grandparent-in-law.

c. "Serious health condition" means a physical or mental condition that warrants the participation of the employee to provide care during the period of treatment or supervision by a health care provider, and

1) Involves inpatient care in a hospital, hospice, or residential health care facility; or

2) Requires continuing treatment or continuing supervision by a health care provider.

2. Family Leave Requirement

a. A regular employee shall be entitled to use up to twenty (20) days, but not to exceed one hundred sixty (160) hours of accrued sick leave in a calendar year upon the birth of a child of the employee or the adoption of a child, or to care for the employee's child, spouse or reciprocal beneficiary, or parent with a serious health condition.

b. An Employer may require that a claim for family leave be supported by written certification.

COMMENTARY

Family leave shall be in accordance with applicable state and federal family leave laws.

F. Other Leaves of Absence With Pay

Witness or Juror - Whenever an officer is summoned as a juror or witness in any judicial proceeding, the officer shall be entitled to leave of absence without loss of pay or benefits, for the period required for such service. This section shall not apply to officers who are summoned to a proceeding involving or arising from the officer's official duty where that officer is entitled to overtime compensation as provided for by Article 15.

ARTICLE 26. ENCOURAGING ADVANCED EDUCATION

A. Policy - The Employer agrees to a policy of encouraging employees to seek college, graduate, legal or professional education, and specialized training. To enable employees to attend such Employer approved education and training, the Employer will whenever operationally practicable make the necessary adjustments to employee's work schedules.

B. Granting Leave - The Employer may grant vacation leave or leave without pay to permit employees to attend seminars or workshops to further their education and training in police work.

C. Notice of Training - The Employer shall post notices of training and development programs to be made available to employees. Posting of such notices shall be made within a reasonable period prior to the filing deadline for application when practicable. A copy of each notice shall be provided to the Union. Such notices shall include necessary information for filing of applications for such programs. The Employer shall endeavor to select employees for specialized training and development programs based on operational needs and in a fair and equitable manner.

D. Mileage Compensation - Whenever an employee who is not receiving automobile allowance is required to attend recall classes or other training and development classes in a district other than the district to which the employee is permanently assigned, the employee shall at the option of the Employer, either be provided transportation to and from the employee's permanent district station to the training site or be compensated at the rate prescribed by the U.S. Internal Revenue Service for actual miles traveled to and from the employee's permanent station to the training site in the employee's private vehicle. Any employee who resides in or is permanently assigned to the district where the training is to be held shall not be covered by this provision.

E. Specialized Training / Union Recommendations - In the selection of employees for specialized training, the Union may recommend names. Employees not selected from such list for such training may request and shall receive within a reasonable time an explanation for their not being selected.

ARTICLE 27. HOURS OF WORK

A. Normal Work Week - The normal work week for each unit member shall be not more than forty (40) hours.

B. Normal Work Day - Such work week shall consist of five (5) eight (8) hour work days or any other arrangement agreeable to the Union and the Employer and not detrimental to the efficient rendering of police service.

C. Meal Period - Each employee shall be permitted a meal period during each work day for a period of forty-five (45) minutes.

D. Watch Rotation - Unless mutually agreeable, no employee, other than recruits in training, shall be required to stay on any watch for more than two (2) consecutive

watch periods without being rotated in the usual manner.

E. Modification to Normal Work Week - An Agreement may be entered into between the Union and the Employer to modify the limitation of an eight (8) hour day and a forty (40) hour week for an employee or a group of employees of a work unit.

F. Day Off Rotation - All employees who do not have regular weekends off shall have their days-off rotated in a forward manner at least once a month or in any other manner agreed upon by the Union and the Employer.

ARTICLE 28. PERSONNEL INFORMATION

A. Examination of Personnel File - An employee, at the employee's request, and by appointment shall be permitted to examine all of the employee's personnel files. An employee shall be given a copy of any material in the employee's personnel file if it is to be used in connection with a grievance or a personnel hearing.

B. Derogatory Material - No material, derogatory to an employee covered hereunder shall be placed in the employee's personnel file unless a copy of same is provided the employee. The employee shall be permitted to submit a written statement as to any disagreement with the facts related to such material which shall also be included in the employee's personnel file.

1. Relevance - Without exception, derogatory material which is not relevant to the employee's employment shall not be retained in the employee's personnel file.

2. Removal of Derogatory Material - An employee may request that any derogatory material which has become insignificant with age be reviewed and destroyed after two (2) years.

3. Review of Materials - The employee's Department head will determine whether the material is (a) relevant or (b) insignificant because of age and will decide whether the material will be retained or removed from the employee's personnel file, but the employee's employment history record shall not be altered. If the employee disagrees with the employee's Department head, the employee may request that the Personnel Director render a decision on the matter. If the Personnel Director's decision is not satisfactory to the employee, the Union may then proceed to Step IV of the Grievance Procedure, Article 32.

4. Destruction of Derogatory Material After Four Years - Any derogatory materials more than four (4) years old shall be destroyed provided that a summary notation shall be retained as part of the record.

C. Confidentiality of Records - Employees' home addresses and phone numbers shall be kept confidential and shall not be released to any person other than officials of the Department, other authorized agencies, or upon subpoena from a competent court of law, or upon written authorization of said employees.

D. Information Provided to the Union

1. Personnel Transactions - At the employee's request, the Employer shall make available to the Union all personnel information needed to chart accurately an individual employee's personnel transactions.

2. List of New Employees - The Employer shall furnish to the Union each month the names of all employees hired during the prior month.

ARTICLE 29. MAINTENANCE OF FACILITIES

A. Maintenance - The Employer shall maintain vehicles, work areas, locker rooms, and other facilities in a clean, safe, and sanitary condition.

B. Lockers - The Employer shall provide a locker for each uniformed employee and each employee in other field units to be situated at the police station from which the employee is assigned. The locker shall be full length and of sufficient size so that uniforms and other equipment may be adequately secured.

C. Adequate Toilet Facilities - Adequate toilet facilities including toilets and wash basins shall be provided for employees at the police station. In the renovation of existing or construction of new police stations the Employer shall provide adequate toilet facilities including showers, toilets, and wash basins.

ARTICLE 30. SALARIES

The salary schedule in effect on June 30, 2021 at 11:59:59 p.m., shall be designated as Exhibit A.

A. Subject to the approval of the respective legislative bodies and effective July 1, 2021:

1. Employees shall move or remain on Exhibit A 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 Paragraph K. Step Movements of Article 54, Compensation Adjustments, shall move to the next higher step in their salary range on the employee's police service anniversary date.

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 the pertinent compensation adjustment provisions shall move to such step on the employee's police service anniversary date provided that employees did not receive a step movement in accordance with A.1.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.

d. Employees shall receive no more than one step movement under A.1.a or A.1.b from July 1, 2021 to June 30, 2022.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2022:

1. The salary schedule designated as Exhibit A shall be amended to reflect a five percent (5.00%) salary adjustment and such schedule shall be redesignated as Exhibit B.

2. Employees on the salary schedule designated as Exhibit A as of June 30, 2022 shall be placed on the corresponding pay range and step of Exhibit B.

3. Employees shall move or remain on Exhibit B 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 Paragraph K. Step Movements of Article 54, Compensation Adjustments, shall move to the next higher step in their salary range on the employee's police service anniversary date.

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 the pertinent compensation adjustment provisions shall move to such step on the employee's police service anniversary date provided that employees did not receive a step movement in accordance with B.3.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.

d. Employees shall receive no more than one step movement under B.3.a or B.3.b from July 1, 2022 to June 30, 2023.

C. Subject to the approval of the respective legislative bodies and effective July 1, 2023:

1. The salary schedule designated as Exhibit B shall be amended to reflect a five percent (5.00%) salary adjustment and such schedule shall be redesignated as Exhibit C.

2. Employees on the salary schedule designated as Exhibit B as of June 30, 2023 shall be placed on the corresponding pay range and step of Exhibit C.

3. 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 Paragraph K. Step Movements of Article 54, Compensation Adjustments, shall move to the next higher step in their salary range on the employee's police service anniversary date.

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 the pertinent compensation adjustment provisions shall move to such step on the employee's police service anniversary date provided that employees did not receive a step movement in accordance with C.3.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.

d. Employees shall receive no more than one step movement under C.3.a or C.3.b from July 1, 2023 to June 30, 2024.

D. Subject to the approval of the respective legislative bodies and effective July 1, 2024:

1. The salary schedule designated as Exhibit C shall be amended to reflect a five percent (5.00%) salary adjustment and such schedule shall be redesignated as Exhibit D.

2. Employees on the salary schedule designated as Exhibit C as of June 30, 2024 shall be placed on the corresponding pay range and step of Exhibit D.

3. 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 Paragraph K. Step Movements of Article 54, Compensation Adjustments, shall move to the next higher step in their salary range on the employee's police service anniversary date.

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 the pertinent compensation adjustment provisions shall move to such step on the employee's police service anniversary date provided that employees did not receive a step movement in accordance with D.3.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.

d. Employees shall receive no more than one step movement under D.3.a or D.3.b from July 1, 2024 to June 30, 2025.

4. Employees on salary ranges PO 7 to PO 15 on June 30, 2024, shall receive a one-time lump sum salary bonus based on their step within the pay range on July 1, 2024 as follows:

Step A	\$1800.00
Step B	\$1825.00
Step C	\$1850.00
Step D	\$1875.00

Step L-1	\$1900.00
Step L-2	\$1925.00
Step L-3	\$1950.00
Step L-4	\$1975.00
Step L-5	\$2000.00
Step L-6	\$2000.00

E. The term "service" as it is used in this article relating to step movements shall be defined as provided in Article 54, Compensation Adjustments.

ARTICLE 31. PAY DIFFERENTIAL

A. Night Differential

1. Scheduled Work Hours - Whenever an employee's scheduled straight time hours fall between the hours of 6:00 p.m. and 6:00 a.m., the employee shall be paid, in addition to the employee's basic compensation, the amount of fifty-five cents (\$.55) per hour for each hour of actual work performed during such 6:00 p.m. to 6:00 a.m. hours; provided, however, if one-half (1/2) or more of the employee's scheduled straight-time hours fall between 6:00 p.m. and 6:00 a.m., the employee shall be paid, in addition to the employee's basic compensation, the amount of fifty-five cents (\$.55) per hour for each straight-time hour actually worked.

2. Overtime Hours - Whenever an employee's overtime hours fall between the hours of 6:00 p.m. and 6:00 a.m., the employee shall be paid the night differential for each hour of actual overtime work performed during such 6:00 p.m. to 6:00 a.m. hours; provided, however, if an employee is required to work an established shift on an overtime basis and one-half (1/2) or more of the overtime shift hours fall between 6:00 p.m. and 6:00 a.m., the employee shall be paid the differential for all hours of such shift worked on an overtime basis. It is further provided that the employee's basic compensation plus the night differential earned will be used in determining the cash payment for overtime work pursuant to the provision on Overtime contained in this Agreement.

3. Portion of an Hour - For the purpose of granting night differential for a portion of an hour, the employee will be paid twenty-eight cents (\$.28) for one-half (1/2) hour or less of work and fifty-five cents (\$.55) for more than one-half (1/2) hour of work.

B. Hazardous Pay

1. Positions Granted Hazardous Pay - Upon recommendation of the police chief, the personnel director, in consultation with the Union, may grant differentials in pay for employees exposed temporarily to unusually hazardous working conditions; provided that the hazard has not already been recognized as a factor in assigning classes to salary ranges. Such pay differentials may not exceed twenty-five percent (25%) of the minimum rate of the salary range and shall terminate six (6) months at a time. The following positions and the amount of hazardous pay shall be granted as follows:

- a. 20% for instructors and trainees engaged in police pursuit and defensive driving course;
- b. 25% for two-wheel solo motorcycle operators;
- c. 20% for three-wheel motorcycle operators;
- d. 25% for aerial observers;
- e. 25% for scuba divers and other underwater divers or personnel required to perform equivalent functions on a regular or occasional basis;
- f. 25% for hostage negotiators;
- g. 20% for operators of All Terrain Vehicles;
- h. 25% for K-9 Decoys during canine bite training; and
- i. Employees assigned to the Clandestine Laboratory Response Team

who participate in the assessment or processing of an identified clandestine laboratory and are required to wear Level A, B, or C personal protective equipment with self-contained breathing apparatus or air purifying respirators, shall be entitled to a twenty percent (20%) hazard pay differential from the time team members are required to put on personal protective equipment at the scene until such time that personal protective equipment is no longer required.

2. Basic Unit of Payment - The basic unit for computing such payments shall be the hour, provided that:

- a. A fraction of an hour shall be considered an hour;
- b. A full day's pay at hazard rates shall be allowed for four (4) or more hours of hazard work per day; and
- c. This pay is in addition to any other rate that may apply to the job.

3. Differential Not Contained in Contract - Recommendations for hazard pay differentials not contained herein shall be submitted on such forms and such manner as the Employer may require.

4. Grievance Procedure - Any disagreement on the denial of hazardous pay or the amount of differential shall be subject to Article 32, Grievance Procedure, starting at Step III, the Employer level.

C. Standard of Conduct Differential - Police officers are subject to departmental standards of conduct whether on or off duty, 24 hours per day and shall be paid a monthly Standard of Conduct differential (SOCD) due to these unique working conditions. The amount of the SOCD shall be based on the salary range at which employees receive their compensation as follows:

- 1. For eligible employees who are paid at PO 8 salary range and below:

<u>Effective</u>	<u>Per Hour</u>
July 1, 2016	\$3.80

- 2. For eligible employees who are paid at PO 9 salary range and above:

<u>Effective</u>	<u>Per Hour</u>
July 1, 2016	\$4.00

3. To facilitate the processing and payment of the SOCD the hourly rates are converted to monthly rates, to be paid semi-monthly with employee salaries, according to the following conversion formula: SOCD hourly rate multiplied by 2080 hours (52 weeks x 40 hours) and divided by 12 months equals the monthly rate.

4. The hourly differentials shall be paid for each hour an employee is in paid status (excluding overtime hours), to a maximum of 2080 hours per year.

The SOCD shall be in addition to the employee's regular salary and paid in the same manner as the employee's regular salary. SOCD pay shall 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 nor shall it be affected by such premiums and differentials. The differential shall cease during periods of suspension of five (5) or more days on a pro-rated basis. The differential shall not be payable should the Standards of Conduct be modified to exclude off-duty conduct. In the event that the Standards of Conduct are modified to exclude off-duty conduct, then the SOCD shall revert back to a uniform maintenance allowance and a firearms maintenance allowance. The amount of each allowance shall be subject to the negotiations of the parties.

D. Other Differentials - The following differentials shall be paid to the respective assignments listed below:

1. Bomb Technicians - 10% of employee's monthly base pay for bomb technicians (E.O.D.);

2. Explosive Canine Handlers - 5% of employee's monthly base pay for explosive canine handlers assigned to seek out explosives; and

3. Canine Handlers - \$132 per month for canine handlers (in addition to any amount paid as explosive canine handlers); provided that the employee shall be entitled to reasonable reimbursements for medical and health costs necessary for the animal in accordance with prior arrangement with the Employer or, at the option of the Employer, such medical and health services shall be provided by the Employer.

ARTICLE 32. GRIEVANCE PROCEDURE

A. Statement of Intent - It is the sincere desire of both parties that employee grievances be settled as fairly and as quickly as possible. Employee grievances which arise out of the alleged violations, misinterpretation or misapplication of this Agreement shall be resolved in accordance with provisions set forth herein.

B. Definitions:

1. "Grievance" shall mean a complaint filed by a bargaining unit employee or by the Union individually or on an employee's behalf, alleging a violation, misinterpretation or misapplication of a provision of this Agreement occurring after the effective date of this Agreement.

2. "Adverse Action Resulting from a Civil Service Employee's Failure to Meet Performance Requirements" shall mean: discharge or involuntary separation from government service; involuntary demotion; involuntary transfer; or reduction in pay resulting from the reassignment of another pay range or category, due to a substandard performance evaluation. The following actions resulting from a civil service employee's failure to meet performance requirements of the employee's position shall not be subject to the grievance procedure: a notice to improve performance or notice of substandard performance; a performance improvement period; or a return to the employee's former position or comparable position as required by law because of failure to successfully complete a new probationary period.

3. "Arbitrator" shall mean a neutral third party selected by the Union and Employer to resolve a grievance or adverse action resulting from the employee's failure to meet performance requirements. In matters involving failure to meet performance requirements, the arbitrator shall be known as a "performance judge" and shall be required to follow the requirements set forth in law under Section 76-41, Hawaii Revised Statutes.

4. "Civil Service Employee" means an employee appointed to a civil service position who has successfully completed the initial probationary period required as part of the examination process to determine the employee's fitness and ability for the position.

C. Processing of Grievance without the Union - An individual employee may process the employee's grievance and have the grievance heard without intervention by the Union up to and including Step III as described herein. The Union shall be informed by the Employer of the time and place of any formal grievance meeting in order that the Union may be present.

D. Filing / Corresponding Step - Grievances, including class grievances, may, at the option of the employee or the Union, be filed at the step corresponding to the level at which the discipline was imposed or administrative action or decision rendered and which has the authority to resolve such grievances as determined by mutual agreement; provided however, that grievances involving a dismissal of an employee for misconduct or an adverse action resulting from the employee's failure to meet performance requirements shall be heard at Step II. Any step may be by-passed by mutual consent of the parties.

E. Step Not Applicable / Informal Settlement - Whenever a step of the grievance procedure is not applicable to a jurisdiction, the grievance shall be

presented at the next step. A grievance shall, whenever possible, be discussed and settled informally between the grievant and the employee's immediate supervisor. The grievant may be assisted at the grievant's request by a Union steward or Union representative.

F. Time Limits

1. Filing of Grievance - There shall be no obligation by the Employer to consider any grievance not filed within the specified time limit stated in each step unless extended by mutual consent.

2. Relevant Information - The Employer shall, upon request of the Union, make available to the requesting party any and all information and materials relevant to the grievance. Said information and materials shall be presented within ten (10) working days after receipt of the request, unless otherwise mutually agreed upon.

3. Extension - Notwithstanding any provision herein, the limitation on time set forth in Step I through Step III, inclusive, shall be extended for periods of ten (10) days in the interest of the employee or Employer upon presentation of a reasonable explanation for said delay.

4. Miscellaneous - Unless specifically provided otherwise, all references herein to prescribed periods of ten (10) days or less shall be construed as working days. All communications shall be deemed to have been performed at the time certified if mailed or time of receipt if personally delivered. Notwithstanding the above, the Employer and Union or employee individually, where unassisted by the Union, may mutually agree to waive any procedural or timeliness requirements set forth herein.

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

H. All Issues Shall be Raised at the Initial Step - No grievance, allegation, or charges by the Employer or Union other than those presented in the initial step shall be considered at any subsequent step.

I. Step I (Appropriate Administrative Level)

1. Formal Grievance - If the grievance is not satisfactorily settled on an informal basis, the grieving party and/or the Union representative may institute a formal grievance by setting forth in writing on a form provided 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.

2. Submittal of Grievance - The grievance shall be presented to the appropriate administrative level as determined in this Article. The grievance shall be in writing and served within twenty (20) calendar days after the occurrence of the alleged violation, or notice received of the administrative action or decision or if it concerns an alleged continuing violation, then it must be filed within twenty (20) calendar days after the alleged violation, misinterpretation or misapplication or administrative action first became known or should have become known to the grieving party.

3. Opportunity to Meet / Settle Grievance - After the filing of the grievance, the grieving party and/or the Union representative shall be offered an opportunity to meet with the administrator as determined above in an attempt to settle the grievance.

4. Decision - The decision of the administrator shall be in writing and be transmitted to the grieving party and/or the Union representative within ten (10) days after the meeting above-referenced, unless extended by mutual consent.

J. Step II (Chief of Police / Chief's Representative)

1. Appeal - If the grievance is not satisfactorily settled at Step I, the grieving party and/or the Union representative may file a letter of appeal with the department or agency head or the department's or agency head's representative within ten (10)

days after the receipt of the decision of Step I.

2. Opportunity to Meet / Settle Grievance - After the filing of the appeal, the grieving party and/or the Union representative shall be offered an opportunity to meet with the department or agency head or the department's or agency head's representative in an attempt to settle the grievance.

3. Decision - The decision of the department or agency head or the department's or agency head's representative shall be in writing and shall be transmitted to the grieving party and/or the Union representative within ten (10) days after the meeting above-referenced unless extended by mutual consent.

K. Step III (Employer / Employer Representative)

1. Appeal - If the matter is not satisfactorily settled at Step II, the grieving party and/or the Union representative may file a letter of appeal with the Employer or the Employer's representative within ten (10) days after the receipt of the decision in Step II.

2. Opportunity to Meet / Settle Grievance - After the filing of the appeal, the grieving party and/or the Union representative shall be offered an opportunity to meet with the Employer or the Employer's representative in an attempt to settle the grievance.

3. Decision - The decision of the Employer or the Employer's representative shall be in writing and shall be transmitted to the grieving party and/or the Union representative within ten (10) days after the meeting above-referenced unless extended by mutual consent.

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

L. Step IV (Arbitration)

1. Notification of Intent to Arbitrate - If the matter is not satisfactorily settled at Step III, and the Union desires to proceed with arbitration, it shall within thirty (30) calendar days of receipt of the decision rendered at Step III, serve written notice on the Employer or the Employer's representative of its desire to arbitrate the grievance.

2. Grievance Must Involve an Alleged Violation, Misinterpretation or Misapplication of a Specific Provision of the Agreement - 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.

3. Grievances Arising Between Termination of Agreement and Effective Date of New Agreement - Any grievance (except those relating to discipline, discharge, demotion, or transfer) 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.

4. Consolidation of Grievances - If an employee has more than one (1) grievance pending at Step IV of the grievance procedure, some or all of the grievances may be consolidated for hearing upon mutual agreement of the parties.

5. Selection of an Arbitrator - Selection of an Arbitrator shall be made within twenty (20) calendar days after the notice of intent to arbitrate is filed:

a. First, from a list of five (5) names mutually agreed to by both parties, or by mutual agreement to a name suggested by either the Employer or the Union following the notice of intent to arbitrate, or

b. If a selection is not made under 5.a. above, the parties shall select from a list of five (5) names submitted by Hawaii Labor Relations Board.

The selection of the specific person to serve as Arbitrator from the foregoing lists shall be as follows:

(1) The Union and the Employer shall by lot determine who shall have the first choice in deleting a name from the five (5) member panel.

(2) 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.

c. The arbitration shall commence within a reasonable period of time after selection of the arbitrator. If the arbitration has not commenced within one hundred twenty (120) calendar days after the selection of the arbitrator, the parties may mutually agree to an extension for a period of time not to exceed thirty (30) calendar days.

6. Dispute Over Arbitrability - If the Employer disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine whether the Arbitrator has jurisdiction to act; and if the Arbitrator finds that the Arbitrator has no such jurisdiction, the grievance shall be referred back to the parties without decision or recommendation.

7. Pre-hearing - A pre-hearing conference may be conducted by the Arbitrator at a mutually agreeable time. The pre-hearing conference would be held for the purpose of:

a. Determining the issues for arbitration remaining after the grievance steps above are exhausted.

b. Stipulating to evidence to be jointly submitted.

c. Informing the parties of witnesses to be called.

d. Agreeing to other procedures and arrangements for the hearing on the grievance.

Notwithstanding the above, neither party shall be foreclosed from submitting additional exhibits or calling additional witnesses.

8. Discovery - The parties may obtain evidence and testimony by any method which the Arbitrator has within the Arbitrator's powers to permit.

9. Arbitration Award

a. **Decision** - The Arbitrator shall render the Arbitrator's award in writing, no later than thirty (30) calendar days after the conclusion of the hearings or if oral hearings are waived, then thirty (30) calendar days from the date statements and proofs were submitted to the Arbitrator, subject to extension thereof by mutual agreement of the parties.

b. **Final and Binding** - The award of the Arbitrator shall be accepted as final and binding. There shall be no appeal from the Arbitrator's decision by either party, if such decision is within the scope of the Arbitrator's authority as described below:

(1) **Limitations on Arbitrator's Powers** - The Arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(2) **Arbitrator's Authority** - The Arbitrator's authority shall be to decide whether the Employer has violated, misinterpreted or misapplied any of the terms of this Agreement and in the case of any action which the Arbitrator finds unfair, unjust, improper or excessive on the part of the Employer, such action may be set aside, reduced or otherwise changed by the Arbitrator. The Arbitrator may, in the Arbitrator's discretion, award back pay to recompense in whole or in part, the employee for any salary or financial benefits lost, and return to the employee such other rights, benefits, and privileges or portions thereof as may have been lost or suffered.

10. Arbitrator's Fees and Costs - The fees of the Arbitrator, the cost of transcription and other necessary general costs 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.

M. Step IV (Arbitration of an Adverse Action Resulting from an Employee's Failure to Meet Performance Requirements)

1. Notification of Intent to Arbitrate - If the matter is not satisfactorily settled at Step III and the Union desires to proceed with arbitration, it shall within twenty (20) calendar days of receipt of the decision rendered at Step III, serve written notice on the Employer or the Employer's representative of its desire to arbitrate.

2. Performance Requirements or Disciplinary Reasons Dispute - When the dispute concerns an adverse action resulting from an employee's failure to meet performance requirements of the employee's position, a Performance Judge shall make the final and binding decision in lieu of an Arbitrator. If the Union alleges that the adverse action was not due to a failure to meet performance requirements but for disciplinary reasons without just cause, the Performance Judge shall first proceed with making a determination on the merits of the Employer's action as provided in "5" below, and if adverse action taken was based on failing to meet performance based requirements, the Performance Judge shall issue a final and binding decision. If the Performance Judge determines that the adverse action was not based on performance requirements, the Performance Judge shall then determine, based on appropriate standards of review, whether the disciplinary action was with or without just cause and render a final and binding decision.

3. Performance Judge - The Performance Judge shall be a neutral third party selected from a list of nine (9) persons whom the Employer and the Union have mutually agreed are eligible to serve as a Performance Judge for the duration of the Unit 12 Agreement. The Employer and the Union may modify the Performance Judge list at any time by mutual agreement, the Performance Judge list shall be established as follows:

- a. The Employer and the Union shall each submit the names of ten (10) persons eligible to serve as Performance Judges.
- b. The Employer and the Union, by lot, shall determine who shall have first choice in deleting a name from the list of twenty (20) persons.
- c. Subsequent deletions shall be made by striking names from the list of twenty (20) persons on an alternating basis until nine (9) names remain. The remaining nine (9) names shall be designated as the Performance Judge list.

4. Selection of the Performance Judge

a. The Employer and the Union shall select a Performance Judge within twenty (20) calendar days after the notice of arbitration is filed in one of the following ways:

- (1) By mutual agreement from the list of Performance Judges; or
- (2) In the event that the Employer and the Union fail to select a Performance Judge by mutual consent, the Employer and the Union, by lot, shall determine who shall have the first choice in deleting a name from the list of Performance Judges, any subsequent deletions shall be made by striking names from the list on an alternating basis, with the remaining name designated the Performance Judge.

(3) The arbitration hearing shall commence no later than one hundred twenty (120) calendar days after selection of the Performance Judge.

5. Standards Used by the Performance Judge

a. The Performance Judge shall use the following conditions as tests in determining whether the Employer's action, based on failure by the employee to meet performance requirements of the employee's position, was with or without merit:

- (1) The employee was made aware of the employee's current job description and job-related performance requirements;
- (2) Evaluation process and its consequences were discussed with the employee;
- (3) Evaluation procedures were observed, including providing the employee the opportunity to meet, discuss and rebut the performance evaluation and apprising the employee of the consequences of failure to meet performance requirements;
- (4) The evaluation was fair and objective;
- (5) The employee was provided performance feedback during the evaluation period and, as appropriate, the employee was offered in-service remedial training in order for the employee to improve and meet performance requirements;
- (6) The evaluation was applied without discrimination; and
- (7) Prior to the end of the evaluation period that the employee is being considered for discharge due to failure to meet performance requirements, the Employer considered the feasibility of transferring or demoting the employee to another position for which the employee qualifies.

6. Performance Judge's Authority - The Performance Judge's authority shall be final and binding provided the award is within the scope of the Performance Judge's authority as described below:

- a. The Performance Judge shall be limited to deciding whether the Employer has violated, misinterpreted, or misapplied section 32.M.5. of the Unit 12 Agreement when the adverse action is based upon performance.
- b. Wherein the Performance Judge determines that the action was not based upon performance requirements, the Performance Judge shall be limited to deciding whether the Employer has violated, misinterpreted, or misapplied any of the sections of the Unit 12 Agreement.
- c. The Performance Judge shall not have the power to add to, subtract from, disregard, alter, or modify any sections of the Unit 12 Agreement.
- d. The Performance Judge shall not consider any allegation that was not alleged at the step that the grievance was formally filed.
- e. The Performance Judge shall not award in whole or in part, any financial benefits lost as a result of an adverse action as defined in Article 32.B.2.

7. Decision - The Performance Judge shall render a decision no later than thirty (30) calendar days after the conclusion of the hearing or if oral hearings are waived, then thirty (30) calendar days from the date statements and proofs were submitted to the Performance Judge. There shall be no appeal from the Performance Judge's decision by either party, if such decision is within the scope of the Performance Judge's authority.

8. Performance Judge's Fees and Costs - The fees of the Performance Judge, the cost of transcription and other necessary general costs shall be shared equally by the Employer and the Union or grieving party. Each party will pay the cost of presenting its own case and the cost of any transcript that it requests.

COMMENTARY

Provision on Performance Judge and adverse action resulting from an employee's failure to meet performance requirements is pursuant to Hawaii Revised Statutes §89-10.8 Resolution of disputes; grievances.

ARTICLE 33. MATERNITY

A. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom shall be, for all job related purposes, temporary disabilities and shall be treated in conformity with guidelines established by the Equal Employment Opportunity Commission pursuant to law.

ARTICLE 34. MISCELLANEOUS PROVISIONS

A. Cadets - In filling entry level police officer positions, the Employer shall give first preference to qualified police cadets before hiring through open competitive recruitment.

B. Workers' Compensation - The Employer agrees that employees will be entitled to workers' compensation coverage while performing special duty as assigned by the Chief or the Chief's representative and for participating in physical fitness or athletic programs authorized by the Chief of Police.

C. Survivor's Rights - The Employer agrees that the payment of wages of any deceased employee shall be made in the usual manner when due, and shall not be withheld from the family or the estate of the employee for any reason whatsoever, except where required by law.

D. Physical Examinations - The Employer shall provide each employee a physical examination at least once every 24 months by a physician or other qualified health care professional selected by the Employer at no cost to the employee. The Employer's physician or other qualified health care professional may, however, require more frequent physical examinations or portions of the physical examination to be conducted if the physician or other qualified health care professional determines that there is a medical necessity. The nature and extent of such physical examination shall be determined by the Employer in consultation with the Union. The Employer shall make a "sincere effort" to schedule physical examinations during the employee's working hours or the employee shall be paid overtime in accordance with Article 15, Overtime.

COMMENTARY

A "qualified health care professional" shall meet the following requirements: (1) a combination of education and experience substantially equivalent to graduation from an accredited college or university; (2) graduation from a school or training program approved by the Hawaii Board of Medical Examiners for licensure as a Physician Assistant, or possession of a master's degree in clinical nursing or nursing science recognized by the Hawaii Board of Medical Examiners for licensure as an Advanced Practice Registered Nurse (APRN) in the practice specialty area of Nurse Practitioner or Clinical Nurse Specialist; (3) possession of an active State of Hawaii Physician Assistant License or possession of an active State of Hawaii Advanced Practice Registered Nurse (APRN) License in the practice specialty area of Nurse Practitioner or Clinical Nurse Specialist; and (4) a minimum three (3) years of work experience which involved the performance of direct medical examinations and assessments of individual health conditions.

E. K-9 Program - In jurisdictions having an approved canine program, the following shall apply:

1. The Employer shall provide adequate and safe portable kennel facilities at the employee's home.

2. The Employer shall hold the employee harmless for any liability incurred as the direct and immediate consequence of actions of the canine. The Employer shall not assume liability where the employee's use or misuse of the canine is predominantly for the employee's benefit or purpose.

3. Adequate food and medical services for the canine shall be provided by the Employer.

F. Strike Post - No strike post shall be staffed in excess of four (4) hours by an individual employee during a tour of duty except for emergencies.

G. Traffic / Security / Stationary Post - No traffic, security, or stationary post shall be staffed in excess of four (4) consecutive hours by an employee during a tour of duty without a meal period, except for operational emergencies and/or catastrophic events.

H. Union Recommendations - The Union may submit its recommendations to the Employer on any matter affecting employer-employee relations. In addition, except as otherwise provided in this Agreement, all matters affecting employee relations shall be subject to consultation and the Employer shall make every reasonable effort to consult with the Union prior to effecting changes in any major policy affecting employee relations.

I. Accidental Injury Benefits - Whenever any employee covered by this Agreement receives personal injury arising out of and in the performance of their duty and without negligence on their part, they shall be placed on accidental injury leave unless suspended or dismissed for cause, and continued on the payroll in their respective department at their full regular monthly salary during the first four months of their disability and thereafter during the period of their total disability from work at sixty percent of their regular monthly salary, as though they did not sustain an industrial injury. Employees 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 them under Chapter 386 or any benefits awarded them under Part III of Chapter 88, HRS.

J. Reassignment - Upon written request, the employee who is reassigned shall be provided a written explanation of the operational need or other reasons for the reassignment.

ARTICLE 35. PRIOR RIGHTS

A. 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, rules or regulations of each jurisdiction that the employees have enjoyed heretofore except as specifically superseded by the terms of this Agreement.

B. Modifications - It is agreed, however, that the aforementioned perquisites are subject to modifications or termination by the Employer, as conditions warrant, after prior consultation with the Union. When the Employer takes such action and the employee or the Union believes that the reason or reasons for the change is or are unjust the employee or the Union shall have the right to process such grievance through the Grievance Procedure set forth in Article 32, herein.

ARTICLE 36. DURATION OF AGREEMENT

A. Except as otherwise contained herein, the Agreement shall be effective July 1, 2021, and shall remain in full force and effect to and including June 30, 2025. It shall be renewed thereafter with respect to the subject matter covered, in accordance with statutes, unless either party gives written notice to the other party of its desire to amend, modify or terminate the Agreement and such written notice is given between June 1, 2024 and October 1, 2024, inclusive. When any such notice is given, negotiations for a new agreement shall commence as soon as practicable thereafter.

B. During the term of this Agreement, the parties shall meet to bargain in good faith on the Employer EUTF contributions for the plan years 2023-2024 and 2024-2025 by giving written notice to the other party of its intent to reopen by January 31, 2023. In the event the parties reach agreement on the Employer's contribution to EUTF, such amended article shall be effective no earlier than July 1, 2023, and shall remain in effect to and including June 30, 2025. This article shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.

ARTICLE 37. LAYOFFS AND RE-EMPLOYMENT

A. Layoffs - When there is an impending layoff within a jurisdiction with respect to any regular employee in the bargaining unit, the Employer shall inform and consult with the Union as soon as possible.

1. Processing of Layoffs - Layoffs shall be confined to the jurisdiction involved and shall be processed in the following order:

a. Non-regular employees with the least amount of service.

b. Regular employees with the least amount of departmental seniority.

2. Notification of Layoff - Notification in writing of layoff shall be given to the Union at least 30 working days in advance of the effective date of such layoff. The Employer will provide the Union the names of employees to be laid off.

3. Recall List - With respect to any employee who is laid off, such employee shall be placed on the appropriate recall list, and shall be recalled on the basis of departmental seniority as provided in this Agreement. Eligibility shall be for a period of three (3) years.

B. Re-employment - Regular employees may be considered for re-employment in civil service positions of the same or related class in a lower pay range by placing their names on appropriate eligible lists for a period not exceeding three years from the effective date of resignation in good standing. Employees who are re-employed shall serve an initial probationary period of one (1) year, except that employees who are re-employed within three months from the effective date of resignation shall not be required to serve any probationary period. Employees re-employed within such three month period shall:

1. be placed in appropriate positions as though they did not resign;

2. have the resignation period be considered as a leave of absence without pay which is not creditable as service for pay or other purposes; and

3. be compensated as though they had remained in their positions continuously; provided that if they are re-employed in a class with a lower pay range, their pay shall be adjusted as though a voluntary demotion had occurred.

ARTICLE 38. NO STRIKE; NO LOCKOUT

A. Prohibited Action - The Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, aid or assist, instigate, or engage in any work stoppage, slow-down, sick out, picketing, refusal to work or strike against the Employer.

B. Assisting Other Labor Organizations Prohibited - The Union agrees that during the life of the Agreement the Union, its agents and members will not support, aid, or assist any other labor organization, or any of its members acting individually, in a labor dispute by any effort relative to any work stoppage, slowdown, sick out, picketing, refusal to work or strike.

C. Refusal to Cross Picket Lines - Refusal to cross any picket line in the performance of duty shall be a violation of this Agreement and may be considered a basis for disciplinary action.

D. Notification of Prohibited Action - Upon any notification confirmed in writing by the Employer to the Union that certain of its members are engaged in an action prohibited by this Article 38, entitled No Strike; No Lockout, the Union shall immediately order, in writing, such members to return to work immediately, provide the Employer with a copy of such an order, and a responsible official of the Union shall publicly order them to return to work. Such orders shall be given immediately by the Union and shall be based on the representations, in writing, of the Employer regarding the aforesaid prohibited activity. In the event that a wildcat strike occurs, the Union agrees to take all reasonable and affirmative action to secure the members' return to work as promptly as possible. Failure of the Union to issue such

orders and/or take such action shall be considered in determining whether or not the Union was instrumental, directly or indirectly, in the prohibited activity. After the Union disavows the prohibited activity, if the prohibited activity continues, the Employer may impose penalties or sanctions against the participants as prescribed by law or departmental regulations.

E. No Lockout - The Employer agrees that there shall be no lockout during the term of this Agreement.

F. Violations - The parties agree that neither party shall be bound by the provisions of Article 32 of this Agreement entitled Grievance Procedure in the event of any violation by either party of this Article 38 entitled No Strike; No Lockout. In the event of such violation the aggrieved party may immediately pursue such remedies as are prescribed.

ARTICLE 39. HOLIDAYS

A. Established Holidays - The following days of each year are established as holidays:

1. New Year's Day
2. Dr. Martin Luther King Jr. Day
3. Presidents' Day
4. Prince Jonah Kuhio Kalaniana'ole Day
5. Good Friday
6. Memorial Day
7. King Kamehameha I Day
8. Independence Day
9. Statehood Day
10. Labor Day
11. Veterans' Day
12. Thanksgiving Day
13. Christmas Day
14. Elections - All election days, except primary and special election days, in the county wherein the election is held.
15. By Proclamation - Any day designated by proclamation by the President of the United States or by the Governor 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:

<u>Day Holiday Falls</u>	<u>Day Holiday Observed</u>
Day off	First workday after the day off
Workday	Workday

3. Notwithstanding the foregoing, employees who are in a rotational days off system shall observe holidays in accordance with B.2. above.

C. Forced-Off Policy - Should a holiday fall on a regular scheduled workday of a patrol officer or an officer assigned to receiving desk duties, said officer shall not be forced twice consecutively to take the holiday off.

ARTICLE 40. SUPPLEMENTAL WEAPONS

A. Firearms Qualification - The Employer shall provide a firearm qualification program for each employee at least once each calendar year as follows: in the use of standard firearms (sidearms and shotguns), as to each employee; as to such other or supplemental firearms as may have been approved and authorized by Employer, then as to the individual officer to whom approval and authority was granted. Insofar as practicable, all employees so tested shall be qualified, or tested and trained until qualified. Standards for qualification shall be as deemed appropriate by the Employer. Ammunition shall be provided for all such firearm qualification with the exception of such authorized supplemental firearms as the officer voluntarily chooses to carry without being required to do so by Employer.

B. Supplemental Weapons - In addition to the foregoing, authorized employees shall be allowed to carry such authorized supplemental firearms as may be appropriately secured by the officer.

C. Mileage Compensation - Whenever an employee who is not receiving automobile allowance is required to report for annual firearms qualification in a district other than the district to which the employee is permanently assigned, the employee shall at the option of the Employer, once annually, either be provided transportation to and from the employee's permanent district station to the training site or be compensated at the rate prescribed by the U.S. Internal Revenue Service for actual miles traveled to and from the employee's permanent station to the training site in the employee's private vehicle. Any employee who resides in or is permanently assigned to the district where the training is to be held shall not be covered by this provision.

ARTICLE 41. DUTIES

A. Employee Assignments - Employees shall be assigned duties and responsibilities reasonably related to law enforcement services. Such duties shall consist of prevention and control of crimes; enforcement of public laws and ordinances; necessary auxiliary, administrative and official service functions of the Police Departments; and other emergency duties prescribed by public policy.

B. Other Duties - All other assignments of duties and responsibilities shall be consistent with the mission of the county, public policy, rules and regulations, services required under public health, safety or emergency conditions.

ARTICLE 42. TRADING TIME

A. Past practice regarding trading time shall be permitted as presently allowed and administered in respective jurisdictions.

ARTICLE 43. PRE-RETIREMENT PLANNING

A. The Employer shall provide a regularly scheduled pre-retirement advisory program covering benefits and rights of retired employees. Those employees who are contemplating retirement may attend this program.

ARTICLE 44. DEATH OR INJURY TO EMPLOYEES

A. Employer to Notify Union - Following the death or serious injury of an employee, a Union representative shall be promptly notified, to the extent Employer knows of such death or serious injury.

B. Burial - In the event of an employee's death, the employee's next-of-kin may request that the deceased be buried with honor, to include the employee's uniform and badge. An officer shall have the right to refuse to wear a badge formally issued to an officer now deceased.

ARTICLE 45. OUTSIDE EMPLOYMENT

A. Approval Required - Upon the approval of the Employer, an employee may engage in outside employment provided it is not inconsistent or incompatible with, or does not interfere with, the proper discharge of the employee's duties and responsibilities as a police officer.

1. Appeal Procedure - Any disagreement on the application of this Article shall not be subject to the provisions of Article 32, Grievance Procedure. Instead, resolution of said disagreement shall be through appeal to the appropriate agent or agency in the respective jurisdictions as follows: the Ethics Commission in the City and County of Honolulu; the Ethics Commission in the County of Hawaii; the Mayor in the County of Maui; and the Police Commission in the County of Kauai. The decision of the respective agent or agencies shall be final and binding on the parties.

B. Types of Employment Permitted - Notwithstanding the foregoing, the following outside employment shall be permitted under the conditions prescribed:

1. Selling - Employees may engage in outside employment involving sales or selling under conditions and limitations prescribed by the Employer.

2. Security - Employees may engage in outside employment involving security work for private establishments under conditions and limitations prescribed by the Employer.

C. Conditions / Limitations to Outside Employment - Though not all inclusive, the following conditions shall be applicable to all outside employment.

1. Police Functions / Civil Process - The employee shall not wear official police uniform, conduct police investigations or avail the employee's self of official police equipment, records, documents, files or police services, or involve service of civil process.

2. Collections - The employee shall not collect bills or accounts or use the employee's police power for private purpose or a civil nature.

3. Liquor Establishment Jobs - The outside employment shall not involve the sale, mixing, or serving of intoxicating liquors in open containers, or work as a door-man or bouncer.

4. Liquor Business - The outside employment shall not involve the operation of a tavern, bar or other establishment where the business involves the sale, manufacture or distribution for the sale of intoxicating liquors.

5. Taxicab / Towing Business - The outside employment shall not involve the operation, control or ownership of any taxicab or towing vehicle.

D. Liability of Employer - The Employer shall not be held liable for any of the employee's activities directly related to the employee's outside employment.

ARTICLE 46. MEALS

A. Meal Payment Schedule - When meals are required to be furnished under this section and if such meals are not furnished the following meal payment schedule will apply:

1. \$10.00 for meal one (1),
2. \$8.00 for meal two (2), and
3. \$6.00 for meal three (3).
4. Payment for meals shall be within thirty (30) days from submittal of the claim.

B. Less than 24 Hours Notice to Work Overtime - When employees are required with less than twenty-four (24) hours prior notice to work overtime, the Employer shall furnish them with meals, or if such meals are not furnished, the Employer shall pay them according to the meal payment schedule.

1. Post-Shift Overtime - For the purpose of this section, the term "post-shift" is defined as that period of time immediately following the end of the

employee's work shift. When employees are required to perform overtime work after their normal workday, they shall be furnished or compensated for a meal after the first two (2) hours of overtime performed and after intervals of five (5) hours following the first overtime meal. To establish the sequence of meal entitlements, the first overtime meal shall be meal one (1).

2. Pre-Shift Overtime - For the purpose of this section, the term "pre-shift" is defined as that period of time immediately preceding the start of the employee's work shift. When employees are required to perform two or more hours of pre-shift overtime work, they shall be furnished or compensated for a meal after the first two (2) hours of overtime and at intervals of five (5) hours of overtime work thereafter. In addition, the employee shall be furnished or compensated for the regular meal during the employee's normal work shift. To establish the sequence of meal entitlements, the first overtime meal shall be meal two (2).

C. Twenty Four (24) Hours or More Prior Notice - When employees are required with twenty-four (24) hours or more prior notice to work overtime, the Employer shall furnish or compensate for meals (at the above rates) upon completion of ten (10) hours of such work and at intervals of five (5) hours of overtime work performed following the first overtime meal.

D. Scheduled Day Off - When employees are required to work overtime on a scheduled day-off, they shall be furnished or compensated for a meal upon completion of two (2) hours of overtime work and at intervals of five (5) hours of continuous overtime work performed following the first overtime meal. To establish the sequence of meal entitlements, the first overtime meal shall be meal one (1). For the purpose of this section, overtime work shall be other than "post-shift or pre-shift" overtime.

COMMENTARY

When an officer is subpoenaed to attend morning court on the officer's scheduled day-off, the officer is entitled to meal #1, in accordance with section A above. If the officer receives a separate subpoena for afternoon court on the same scheduled day-off, the officer would also be entitled to meal #1, in accordance with section A above.

For the purposes of this section, a scheduled day-off does not include vacation, compensatory time-off, holidays, administrative days-off, sick leave, or any other type of leave with or without pay. However, an officer is entitled to the meal for a scheduled day-off even if the officer is on suspension.

E. Special Assignment - Whenever for the convenience of the Employer, the employee is on a special assignment making it impracticable to leave the premises or location for the employee's meal period, the Employer shall provide meal one (1); otherwise shall compensate the employee in cash.

ARTICLE 47. PROMOTIONS

A. Posting Requirements - For the information of all employees, the Employer shall post in a conspicuous place in each police station, its existing promotional policies and procedures, civil service rules and regulations governing promotions and current examination announcements which are applicable to unit employees.

B. Fair Standards of Merit and Ability - Promotions shall be based upon fair standards of merit and ability, consistent with applicable civil service statutes, rules and regulations and procedures.

C. Non-Selection - An employee who is certified from an eligible list for promotion but not selected shall upon written request submitted within twenty (20) calendar days of non-selection, be entitled to an individual conference with the appointing authority or designated representative to discuss the reasons for the employee's non-selection and the employee's promotion potential.

COMMENTARY

The Employer agrees it shall meet and consult with the Union prior to the final formulation and implementation of any changes to procedures governing promotions.

ARTICLE 48. POLICE OFFICER'S PROTECTION – CRIMINAL INVESTIGATIONS AND INTERROGATIONS

A. Employee Who May be a Suspect - An employee who may be a suspect in a criminal investigation shall be so informed prior to being requested to attend, submit to, or participate in any criminal investigation or interrogation.

B. Constitutional Rights - If the employee about to be interrogated is under arrest, or is suspected of committing a crime, the employee shall be completely informed of all the employee's Constitutional Rights prior to the commencement of any criminal interrogation. The employee shall not be disciplined, dismissed, nor discriminated against solely because the employee exercised said Constitutional Rights during a criminal investigation.

ARTICLE 49. HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

A. "Health Benefit Plan" shall mean the medical PPO, HMO, prescription drug, dental, vision and dual coverage medical plans.

B. Effective July 1, 2021 through July 31, 2022, Employer contributions to the Trust Fund shall be the same monthly contribution amounts paid in plan year 2020-2021 for the Health Benefit Plan approved by the Trust Fund including any monthly administrative fees.

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of any Hawaii Employer-Union Health Benefits Trust Fund (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:

<u>Benefit Plan</u>	<u>Total Employer Monthly Contribution</u>
a. Medical (PPO or HMO) (medical, drug & chiro)	\$420.50
b. Dental	\$ 21.70
c. Vision	\$ 3.68
d. Dual coverage (medical & drug)	\$ 21.24

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the Employer share to exceed 84.3% of the total premium.

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

<u>Benefit Plan</u>	<u>Total Employer Monthly Contribution</u>
a. Medical (PPO or HMO) (medical, drug & chiro)	\$1,021.72
b. Dental	\$ 43.42
c. Vision	\$ 6.84
d. Dual coverage (medical & drug)	\$ 45.00

The Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the Employer share to exceed 84.3% of the total premium.

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

<u>Benefit Plan</u>	<u>Total Employer Monthly Contribution</u>
a. Medical (PPO or HMO) (medical, drug & chiro)	\$1,302.36
b. Dental	\$ 71.40
c. Vision	\$ 8.94
d. Dual coverage (medical & drug)	\$ 49.48

The Employer shall pay the same monthly contribution for each member enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the Employer share to exceed 84.3% of the total premium.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$4.12 per month which reflects one hundred percent (100%) of the monthly premium and any administrative fees.

C. Effective August 1, 2022

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of any Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund for plan year 2022-2023, effective August 1, 2022, 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:

<u>Benefit Plan</u>	<u>Total Employer Monthly Contribution</u>
a. Medical (PPO or HMO) (medical, drug & chiro)	\$433.82
b. Dental	\$ 21.84
c. Vision	\$ 3.66
d. Dual coverage (medical & drug)	\$ 19.62

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the Employer share to exceed 84.3% of the total premium.

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

<u>Benefit Plan</u>	<u>Total Employer Monthly Contribution</u>
a. Medical (PPO or HMO) (medical, drug & chiro)	\$1,053.66
b. Dental	\$ 43.70
c. Vision	\$ 6.82
d. Dual coverage (medical & drug)	\$ 35.10

The Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the Employer share to exceed 84.3% of the total premium.

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

<u>Benefit Plan</u>	<u>Total Employer Monthly Contribution</u>
a. Medical (PPO or HMO) (medical, drug & chiro)	\$1,343.30
b. Dental	\$ 71.86
c. Vision	\$ 8.92
d. Dual coverage (medical & drug)	\$ 38.02

The Employer shall pay the same monthly contribution for each member enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the Employer share to exceed 84.3% of the total premium.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$4.12 per month which reflects one hundred percent (100%) of the monthly premium and any administrative fees.

D. No later than three (3) weeks after the Trust Fund Board formally establishes and adopts the final premium rates for Fiscal Year 2022 – 2023, the Office of Collective Bargaining shall distribute the final calculation of the Employers' monthly contribution amounts for each health benefit plan.

E. Payment for Plans Eliminated or Abolished. The Employer shall make no payments for any and all premiums for any portion or part of a Trust Fund health benefit plan that the Trust Fund Board eliminates or abolishes.

F. 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)

All employer contributions effective July 1, 2021 and effective August 1, 2022 reflect the rounding described in item F.

G. If an agreement covering periods beyond the term of this Agreement is not executed by June 30, 2023, Employer contributions to the Trust Fund shall be the same monthly contribution amounts paid in plan year 2022-2023 for the Health Benefit Plan approved by the Trust Fund including any monthly administrative fees.

ARTICLE 50. SAVINGS CLAUSE

A. 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.

ARTICLE 51. TEMPORARY AND SPECIAL ASSIGNMENTS

A. Temporary Assignments

1. **Definition** - For the purpose of the Agreement, temporary assignment means the assignment by competent authority and the assumption, without formal change in position assignment, of substantially all of the significant duties and responsibilities of another position.

2. **Limitations** - A vacant position shall not be filled by a temporary assignment more than 120 working days in a 12-month period, provided that any exception beyond such 120 working day limitation may be made by mutual agreement between the applicable Employer and the Union.

B. Special Assignments

1. Definition - A "special assignment" is defined as a provisional assignment by competent authority for an employee to fulfill an operational need. The special assignment may be located within the element or in another element other than where the employee is officially assigned. A special assignment differs from a temporary assignment in that the duties required of an employee on special assignment are within the employee's official position classification and the assignment does not require additional compensation.

2. Limitations - The Chief of Police shall determine the duration of special assignments and may extend or terminate a special assignment at any time.

ARTICLE 52. TRAVEL ALLOWANCE

A. Applicable Rules, Ordinances, and Policies - Except as modified by this Article, the rules, regulations, ordinances, or policies relating to travel shall remain applicable for the duration of this Agreement.

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, one of the following shall apply:

1. Maui and Hawaii County - If employees are required to travel on official business between Kona-Hilo, Kohala-Hilo, Ka'u-Hilo and Hana-Wailuku and must remain overnight, the employees shall be paid a travel allowance pursuant to Paragraph D.

2. Mountainous / Remote Areas - 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. Responsibility of Employer - 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. Mutual Agreement - Notwithstanding the provisions of this paragraph, a mutual agreement may be arranged among employees with the Employer to provide per diem expenses in lieu of this paragraph.

D. Intrastate Travel

1. Daily Per Diem; Overnight Travel - When an employee is required to travel overnight on official business to another island the employee shall be provided with a per diem of \$90.00 per 24 hour day.

2. Per Diem / Fraction of a Day - 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 time shall begin one (1) hour before the scheduled flight departure time and shall end upon the employee's return to the employee's home airport.

3. One-Day Trips - When an employee is required to travel on a one-day trip (leaving and returning on the same day) on official business to another island, the employee shall not be provided per diem. An employee shall, however, be entitled to receive a meal allowance of twenty dollars (\$20.00).

4. Authorized Leave - 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. Daily Per Diem - When employees are required to travel on official business to areas outside the State of Hawaii, they shall be provided a per diem of \$145.00 per 24-hour day.

2. Per Diem / Fraction of a Day - 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 should 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 the employee's home airport. All calculations will be based on Hawaiian Standard Time.

3. Authorized Leave - 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 Per Diem Related Expenses Exceeding the Per Diem Rate - Included in the per diem rate designated in Paragraphs D. and E. shall be a daily allowance for commercial lodging. For intra-state 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 the employee's per diem. This amount shall 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.

G. Furnished Lodging - When lodging is furnished at no cost to the employee, the Employer shall continue its present practices in adjusting the per diem amounts.

H. Furnished Meals - When meals are provided by the Employer at no cost to the employees, the Employer shall adjust the per diem by the amounts as follows:

- a. Eight dollars (\$8.00) for meal one (1).
- b. Three dollars and twenty-five cents (\$3.25) for meal two (2).
- c. Three dollars (\$3.00) for meal three (3).

However, the per diem allowance shall not be adjusted when meals are included in conference programs.

I. Advanced Per Diems - 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.

J. Higher Travel Allowance - Any jurisdiction which is providing a higher travel allowance than that provided above shall continue to do so for the duration of the Agreement. In addition, present practices and policies on allowance for travel using Federal, private or other subsidized funding shall continue for the duration of the Agreement.

ARTICLE 53. ENTIRETY CLAUSE

A. 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 the Union agree that all negotiable items have been discussed during the negotiations leading to the Agreement and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement except by written mutual consent.

ARTICLE 54. COMPENSATION ADJUSTMENTS

A. General Provisions - The provisions of this Article shall not be applicable where an employee moves from one governmental jurisdiction to another, except as specifically provided herein.

1. Basic Rate of Pay - For purposes of this Article, "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 rate of pay is not equal to a step in 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.

2. Service - For purposes of this Article, "service" shall mean employment service for the Employer jurisdictions in an existing or former class or position which is or has been included or excluded from the bargaining unit for which the Union is certified as the exclusive bargaining representative under the provisions of Chapter 89, Hawaii Revised Statutes, including such service prior to the Union's certification as exclusive bargaining representative and any non-regular employment service; provided there is no break in government service and further provided that, effective July 1, 1989, any move by an employee from one Employer to another Employer through any procedure other than an intergovernmental movement shall be considered as a break in service.

3. Order for Making Pay Adjustments - When the effective dates of more than one personnel action coincide, pay adjustments shall be made in the following order:

- a. Negotiated wage increase, including step movements;
- b. Changeover to a new pay schedule;
- c. Repricing;
- d. Promotion;
- e. Reallocation;
- f. Other personnel actions.

4. Leaves of Absence Without Pay - 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 / Less Than a Normal Month - 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 plus Temporary Differential (TD) or Temporary Step Differential (TSD) as applicable multiplied by (number of days worked divided by number of working days in a month, including holidays).

6. Personal Injury - 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. Overpayment - 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.

B. Compensation Adjustment Upon Promotion - As used in this paragraph, "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.

1. Compensation - A regular employee who is promoted shall be compensated at the step in the higher salary range which corresponds to the employee's cumulative years of service in paragraph K.2, provided that:

a. If the employee's step in the lower pay range is lower than warranted by the employee's cumulative years of service, the employee shall be compensated at the step in the higher pay range which corresponds to the employee's step in the lower pay range.

b. If the employee's step or basic rate of pay in the lower pay range is higher than warranted by the employee's cumulative years of service, the employee shall be compensated at the step in the higher pay range which corresponds to the employee's cumulative years of service. In the event, the employee's basic rate of pay is greater than such step in the higher pay range, the employee shall be entitled to a temporary step differential.

c. 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 higher pay range which corresponds to the step in the lower pay range whose rate is immediately above the employee's basic rate of pay.

If there is no step in the higher pay range which rate exceeds the employee's basic rate of pay, 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.

2. Promotion Within 12 Months of Demotion - The compensation of an employee who is promoted within twelve months from the effective date of a demotion, other than a disciplinary or involuntary demotion, shall be adjusted from the rate the employee would have received had the demotion not occurred.

3. Return to Permanent Appointment Following Limited Term Promotion - A regular employee who returns to the position which the employee last held a permanent appointment after a limited term promotion shall be compensated as though the employee had remained in the former position continuously.

C. Compensation Adjustment Upon Demotion

1. Definitions - The following definitions shall be applicable to this paragraph:

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 step in the lower salary range which corresponds to the employee's cumulative years of service, provided that if the employee's step in the higher pay range is lower than warranted by the employee's cumulative years of service, the employee shall be compensated at the step in the lower pay range which corresponds to the employee's step in the higher pay 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 a layoff; or who demoted due to a reorganization; or who receives a service connected disability demotion, shall be compensated at the step in the lower pay range which corresponds to the employee's cumulative years of service and shall be entitled to a temporary step differential as provided in paragraph J; provided that: if the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be additionally entitled to a temporary differential. The temporary differential and temporary step differential shall be computed as follows: The amount of the TD shall be the difference between the employee's existing basic rate of pay and the rate of the maximum step of the lower pay range. The amount of the TSD shall be the difference between the rate of the maximum step of the lower pay range and the rate of the step in the lower pay range which corresponds to the employee's cumulative years of service.

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 service shall be compensated at the step in the lower pay range which corresponds to the employee's cumulative years of service and shall be entitled to a temporary step differential as provided in the paragraph J; provided that: if the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be additionally entitled to a temporary differential. The temporary differential and temporary step differential shall be computed as in subparagraph 3 above.

b. A regular employee with at least five years but less than fifteen years of service shall be compensated at the step in the lower pay range which corresponds to the employee's cumulative years of service and shall be entitled to a temporary step differential as provided in paragraph J; provided that if the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be additionally entitled to a temporary differential for a period beyond the effective date of the demotion as follows:

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

If both temporary differential and temporary step differential are applied, they shall be computed as in subparagraph 3 above.

c. The basic rate of pay of a regular employee with less than five years of service, or a regular employee whose retention period as prescribed in subparagraph 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 temporary differential.

5. Voluntary Demotion

a. A regular employee who accepts a voluntary demotion shall be compensated at the step in the lower pay range which corresponds to the employee's step in the higher pay range, provided that if the employee's basic rate of pay falls above the maximum step in the higher pay range, the employee shall be compensated at the maximum step in 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 - "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. A regular employee who is transferred shall continue at the same basic rate of pay.

E. Compensation Adjustment Upon Reallocation

1. Definitions - The following definitions shall be applicable to this paragraph:

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: Reallocation Upwards - Compensation following reallocation upwards shall be adjusted in the manner as adjustments for promotion.

3. Compensation: Reallocation Downwards - Compensation adjustment for a reallocation downwards shall be in the manner prescribed in paragraph 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: Class / Same Pay Range - 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. Class in a Higher Pay Range - 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. Class in a Lower Pay Range - 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 paragraph C.3.

G. Compensation of New Employees Entering the Bargaining Unit - Notwithstanding any paragraph in this Article, new employees entering the bargaining unit shall be compensated in accordance with applicable civil service rules or law, provided that any employee whose salary exceeds the employee's appropriate step based on the employee's cumulative years of service shall be placed at the appropriate step and shall be entitled to a temporary step differential.

H. Compensation for Temporary Assignment Performed

1. Compensation - Compensation for temporary assignment shall be as follows:

a. Except as provided in subparagraph 3, 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 temporary differential 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 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 basic base pay. The TAD shall end upon completion of the temporary assignment.

b. 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. The 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.

c. 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 as though the temporary assignment had occurred within the same salary schedule. (To determine the adjustment, use the following equivalency table: EM 01 equates to SR 24, EM 02 equates to SR 25, EM 03 equates to SR 26, etc.)

2. Exceptions - The following employees shall not be entitled to temporary assignment compensation:

a. An employee who is performing duties in accordance with the terms of a formal training agreement entered into with the employee's department and approved by the director.

b. An employee who is performing a normal relief assignment which is recognized in the employee's position classification and pricing.

I. Temporary Differential Pay

1. **Calculation of Temporary Differential Pay** - An employee shall be eligible for temporary differential pay as may be provided in this Article. The amount of TD pay shall be the difference between the employee's basic rate of pay prior to the particular action taken and the employee's new basic rate of pay.

2. **Temporary Differential Not Considered as Part of Base Pay** - The TD pay shall not be considered part of an employee's basic rate of pay.

3. **Reductions Following Promotion, Upward Reallocation or Repricing Upwards** - 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.

4. **Continuation of Temporary Differential Following Demotion, Transfer or Reallocation to a Class in the Same or Lower Pay Range** - 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.

J. Temporary Step Differential

1. **Calculation of Temporary Step Differential Pay** - An employee shall be eligible for temporary step differential pay (TSD) as may be provided in this Article. The amount of the TSD pay shall be the difference between the employee's basic rate of pay prior to the particular action taken and the employee's new basic rate of pay.

2. **Temporary Step Differential Not Considered as Part of Base Pay** - The TSD shall not be considered part of an employee's basic rate of pay.

3. **Reductions in Temporary Step Differential Following Step Movement, Promotion, Upward Reallocation or Repricing Upwards** - The TSD pay shall be reduced by an amount equal to any adjustment in the employee's basic rate of pay due to step movement, promotion, upward reallocation or repricing upward actions. When the adjustment due to these actions is greater than or equal to the TSD pay, the TSD pay shall be terminated.

4. **Continuation of Temporary Step Differential Following Demotion, Transfer or Reallocation to a Class in the Same or Lower Pay Range** - When an employee with TSD pay is demoted or transferred, or whose position is reallocated to a class in the same or lower pay range, the TSD shall be continued in the new pay range.

K. Step Movements

1. **Definitions** - The following definitions shall be applicable to this paragraph:

a. "Step movement" means an increase from an employee's basic rate of pay to the next higher step within the pay range which may be granted as provided in Article 30, Salaries.

b. "Police service anniversary date" means the date the employee is granted a step movement, which may be the anniversary of the date the employee was initially appointed or moved into a full-time position as a uniformed member of the Police Departments of the 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 police service anniversary date, provided the employee has completed the cumulative years of service corresponding to the next higher step as specified in the following:

<u>Step</u>	<u>Cumulative Years of Service</u>
A	0 - 3
B	4 - 6
C	7 - 9
D	10 - 12
L1	13 - 15
L2	16 - 18
L3	19 - 21
L4	22 - 24
L5	25 or more

Effective June 30, 2021 at 11:59:59 p.m.:

<u>Step</u>	<u>Cumulative Years of Service</u>
A	0 - 3
B	4 - 6
C	7 - 9
D	10 - 12
L1	13 - 15
L2	16 - 18
L3	19 - 21
L4	22 - 24
L5	25 - 27
L6	28 or more

3. Creditable Service for Step Movements

a. Service throughout a work year shall be creditable for a step movement provided that:

1) absences without pay, except as provided in subparagraph 3.b. below; or

2) absences due to suspensions 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 workers' compensation weekly payments are made, or

8) to work in an exempt position.

4. Recognition of Experienced Journey Level Officer - In recognition of the journey level police officer with thirteen or more years of experience, effective July 1, 1990, there shall be a two step interval between steps D and L1 of the PO 7 salary range.

L. 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. Class in a Higher Pay Range - 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. Class in the Same Pay Range - 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. Class in a Lower Pay Range - If the result of the 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.

M. Other Compensation Adjustments - Compensation adjustments not expressly provided for by this Article but necessitated by authorized personnel movements or situations shall be made by the director of personnel services, director of civil service, or the administrative director of the courts, as applicable; provided that consultation shall take place with the Union prior to effecting any adjustments under this paragraph.

ARTICLE 55. OTHER LEAVES OF ABSENCE WITHOUT PAY

A. Approval and Reasons for Leaves of Absence Without Pay.

1. Regular Employee - The Police Chief may grant at the employee's request a leave of absence without pay to a regular employee for the purpose of:

- a. pursuing a course of instruction which is related to the police work;
- b. engaging in research related to police work;
- c. improving the employee's ability and increasing the employee's fitness for police work;
- d. extended vacation for travel, rest or recreation;
- e. delaying a planned layoff when the position which the employee occupies has been abolished;
- f. loan of employee to another government as authorized by law;
- g. entering temporary service in a program related to the U.S. Economic Opportunity Act of 1964 upon the request of the Director of Hawaii Office of Economic Opportunity.

2. Non-Regular and Regular Employees - The Police Chief may grant at the employee's request of either regular or non-regular employees leaves of absence without pay for the reason of:

- a. illness or injury - provided, for leaves without pay for five (5) days or more, an employee shall submit a certificate from a licensed physician or an advanced practice registered nurse (APRN) to substantiate the fact that the period of leave without pay was due entirely to illness or injury and that the employee is physically and/or mentally able to resume the duties of the employee's position; and that the requirement for a certificate from a licensed physician or an APRN shall also be applicable where the leave without pay for illness or injury and any sick leave credits used total five (5) days or more;
- b. death in the family;
- c. industrial injury;
- d. seeking political office except as provided by law;
- e. personal business of an emergency nature;
- f. employment at the State Legislature as authorized by law;
- g. child care, including adoption of a child;

h. the good of the service;
i. care for an immediate family member (as defined in Article 25, Leaves of Absence with Pay) who is ill or injured, which includes care for parents, spouses, children, and/or any other immediate family member who are unable to perform one or more Activities of Daily Living (ADL), which includes but is not limited to:

- (1) Mobility: Walking or wheeling any distance on a level surface;
- (2) Transferring: Moving between the bed and chair or the bed and a wheelchair;
- (3) Dressing: Putting on and taking off all necessary items of clothing;
- (4) Toileting: Getting to and from the toilet, getting on and off the toilet, and assorted personal hygiene;
- (5) Eating: All major tasks of getting food into the body;
- (6) Bathing: Getting into or out of a tub or shower and/or otherwise washing the parts of the body;
- (7) Continence: Controlling one's bladder and bowel functions.

B. Duration of Leaves of Absence Without Pay - Leaves of absence without pay granted shall be for no more than twelve (12) months, except as provided in 1, 2, 3, 4, and 5 below.

1. A regular employee on leave of absence:
a. to pursue a course of instruction;
b. to engage in research; or
c. otherwise to improve the employee's ability and to increase the employee's fitness for public employment; may for good cause shown to the Police Chief be granted an additional period of leave not to exceed 12 months, provided the conditions of the original leave shall be complied with.

2. **Military Leave** - A leave of absence granted an employee to enter the U.S. military services shall be for the minimum period of military service as provided by law.

3. **Industrial Injury** - A leave of absence granted an employee due to industrial injury may be extended by the Police Chief for such additional period of time that the employee is receiving total temporary Workers' Compensation weekly benefit payments, or upon granting of the final disposition of the Compensation award, or up to one year while the employee's application for retirement is pending action. "Pending action" shall only mean the initial determination action by the State Retirement System and shall not include any appeals filed there from.

4. **Employment Loan** - A leave of absence granted an employee on an employment loan program shall be for a period not to exceed two years.

5. **Good of the Service** - A leave of absence granted an employee for the good of the service shall be for no more than three (3) months. No extension shall be allowed.

C. Rights of Leave of Absence Without Pay.

1. **Conditions** - The following rights of an employee upon return from an approved leave shall be conditioned upon showing to the satisfaction of the Police Chief that the employee has fulfilled the purpose of the employee's leave.

2. **Reinstatement - Regular Employee** - A regular employee, upon expiration of the employee's leave shall be reinstated to the employee's former position; provided, that if such position has been abolished during the period of such leave, the provisions of Article 37, Layoffs and Re-employment, shall be applicable.

3. **Reinstatement - Non-Regular Employee** - A non-regular employee, upon expiration of the employee's leave shall have reinstatement rights to the employee's former position, provided that the status and function of the position

remained the same in the employee's absence. In the event that the employee cannot be reinstated, the employee shall be terminated.

4. Failure to Return to Duty - Failure of an employee to return to duty at the expiration of the employee's leave shall be deemed a resignation provided that if satisfactory reasons are furnished to the Police Chief within fifteen (15) days after such expiration for the employee's failure to report to duty, the employee shall be entitled to such rights as the employee had at the expiration of the employee's leave. In the event the Police Chief does not accept the reasons, the issue of the reasonableness of the reasons shall be subject to Article 32, Grievance Procedure.

5. Promotional Exams - A regular employee on an approved leave of absence shall be eligible during the period of such leave for promotional examinations and status on promotional eligible lists under the same conditions as though in active service.

6. Termination upon Acceptance of Other Employment - An employee who accepts employment, either in another position under civil service or in conflict with the purpose of the employee's leave during a leave of absence, shall be deemed to have terminated the employee's employment in the position from which the leave was granted, effective as of the date of the appointment to the new position.

D. Military Leave for Active Duty with the Armed Forces of the United States.

1. Military leave shall be in accordance with applicable federal laws.

2. Any person who has filled or may fill a position vacant as a result of an employee having entered active military duty or who has filled or may fill a position affected by such a vacancy shall be subject to removal from the position upon the return of the employee from military leave.

3. Article 37, Layoffs and Re-employment, shall be applicable to any regular employee who is removed or displaced by the restoration of an employee upon expiration of the military leave.

4. Each employee who is to fill a position vacated by an employee on military leave should be informed on the condition of the employee's employment and of the provisions of this section.

E. Unauthorized Absences from Work.

1. An absence from work which does not meet the requirements for an authorized leave, with or without pay, shall be charged as unauthorized absence from work.

2. A day of unauthorized absence from work shall not be considered as a day of service.

F. Leave Pending Investigation.

1. An employee may be placed on leave of absence without pay pending investigation, by authority of the Chief of Police, when the employee's presence at work is determined to be detrimental to the conduct of the investigation and/or to the operations of the Department.

a. Notice of the action must be given to the employee in writing, including the reasons for the actions and the instructions for the response.

b. An employee who is placed on leave without pay shall be given an opportunity to respond in writing, or in person, to the Chief of Police or designee, as to reasons the employee should not be placed on leave without pay pending investigation.

2. A leave of absence without pay pending investigation may be for a period of up to thirty (30) calendar days, provided that for good cause and with the approval of the Chief of Police, the leave of absence without pay, may be extended for a period of not more than an additional thirty (30) calendar days. At no time shall leave without pay pending investigation be allowed to exceed more than sixty (60)

calendar days in any calendar year.

3. An employee who has been placed on a leave of absence without pay shall be reinstated without loss of pay and rights and benefits will be restored as though the employee had not been on leave if the employee is cleared during the investigation or the charge is dropped or not substantiated.

4. Should the employee be subsequently suspended as a result of the aforementioned investigation, the employee shall be allowed to apply those days of leave without pay as credit toward the suspension days and be credited back the excess days.

5. In the event the employee is discharged, the employee shall not be granted any back pay or restored with any rights and benefits for the leave of absence without pay pending investigation.

6. An employee who is subsequently placed on leave with pay pending investigation shall not earn vacation or sick leave if the employee is terminated/dismissed, or the employee resigns/retires prior to the termination/dismissal action.

G. Leaves Involving Holidays - In granting leaves without pay, the Police Chief may grant leaves back-to-back; provided, for purposes of holiday pay, an employee shall have worked (or been on paid status) either the workday immediately preceding the holiday or the workday immediately following the holiday.

ARTICLE 56. HOUSING

A. Maui - The Employer and the Union agree to recognize the Memorandum of Understanding covering housing and other related matters in the Districts of Molokai and Lanai which may include the District of Hana.

Modifications to said Memorandum of Understanding shall be made through mutual agreement between the County of Maui and the Union.

B. Hawaii - The Employer agrees to meet and confer with the Union in seeking means to alleviate problems regarding housing and/or extensive travel for employees who are assigned to districts located long-distance from their primary residences, as a result of transfers or promotions.

ARTICLE 57. DRUG TESTING

A. Serious Adverse Effects of Drug Use - The Employer and Union recognize that drug use can have serious adverse effects upon a police officer's health, safety, and job performance and the health and safety of co-workers and the general public. The Employer and Union agree that the use of illegal drugs, on or off duty, by police officers impairs the efficiency of police departments and law enforcement agencies, undermines public confidence in them, and makes it more difficult for other police officers to perform their jobs effectively.

B. Purpose of Drug Testing - The Employer and Union have designed a Drug Testing program to:

1. Identification / Referral - Assist the Employer in identifying police officers who have a problem with drug use by referring such police officers for treatment in counseling and/or rehabilitation programs which deal with these problems;

2. Promote Voluntary Admission - Encourage police officers who have a problem with drug use to voluntarily admit to such use and to overcome any drug related problems;

3. Deterrence / Prevent Adverse Effects - Deter and discourage the illegal use of drugs by police officers and prevent non-drug using officers from being adversely affected by those who have a drug problem; so that together the Employer and Union can maintain a safe working environment for the protection of all police

officers, and assure the members of the public who use or avail themselves of police facilities or services that public interests of health, safety, and welfare are maintained in a Drug-Free Department.

C. Drug Testing Program - The Employer and Union support a Drug-Free Workplace in all of the respective County Police Departments throughout the State of Hawaii and acknowledge and agree that:

1. Prohibition - The illegal or unauthorized use of drugs by police officers, whether on duty or off duty, is expressly prohibited.

2. Application - All police officers shall be subject to a drug test at least once during a fiscal year or a two fiscal year period depending on each jurisdiction's prescribed testing period.

3. Types of Testing - There shall be three types of drug testing:

a. Required Testing - Required drug tests and the frequency of such tests for any police officer shall be determined by the Employer based upon a number of factors, including but not limited to, the police officer's assigned duties; the police officer's prior refusal to submit to a drug test; the police officer's prior confirmed positive drug test result; or the police officer's status as a probationary police officer. Police officers assigned to identified divisions/units shall be subject to required testing. These divisions/units include, but shall not be limited to: Internal Affairs, Professional Standards Office, Office of Professional Standards, Specialized Services, Narcotics/Vice, Intelligence, Intelligence Enforcement Unit, Crime Reduction Unit and Human Resources.

b. Random Testing - All police officers shall be subject to random drug tests. Each jurisdiction shall develop and maintain their own random number process selected from a table of random numbers established according to standard mathematical procedures. The random process shall be available for screening by the Union upon request. The random frequency shall be reasonable to avoid violations of constitutional protections. The Union shall be consulted prior to the implementation of any change to the random groups.

c. Mandatory Testing - In addition to random testing, all police officers not subject to required testing shall be subject to mandatory testing to ensure that all officers are tested at least once every fiscal year or every two fiscal years. Officers shall be subject to mandatory testing once per prescribed time period.

COMMENTARY

The requirement to undergo a mandatory drug test by a police officer is not precluded by a previous random drug test.

4. Amount of Testing - Each type of drug testing (required, random, and mandatory) is separate and distinct, and the application of one type of testing to an individual police officer shall not preclude the application of another type or the same type of testing to the same officer. However, in no event shall a police officer be tested more than four (4) times per fiscal year under the random and/or mandatory testing. Further, after testing a police officer, the Employer is not required to test the entire Department before testing the individual again.

D. Jurisdictional Procedures - Each jurisdiction shall develop its own procedures for implementing required, random and mandatory testing programs.

E. Training - In order to maintain the integrity of the drug testing program the Employer will provide training for supervisory personnel and Union monitoring personnel on the policies and procedures of the drug testing program.

F. Conditions - The following conditions shall apply to the drug-screening tests as administered by the Employer:

1. Threshold Levels - The initial drug urinalysis test shall consist of an immunoassay test which meets the requirements of the Food and Drug Administration for commercial distribution. The current threshold levels set in the

Administrative Rules of the State of Hawaii Department of Health for screening tests of urine specimens for the following drugs shall be accepted as positive findings for the initial drug test:

	Initial Test Level (ng/ml)
a. Marijuana metabolites	50
b. Cocaine metabolites	300
c. Phencyclidine	25
d. Opiate metabolites	2,000
e. Benzodiazepine	300
f. Amphetamines	1,000
g. Barbiturates	300
h. Methaqualone	300
i. Propoxyphene	300
j. Methadone	300
k. 6-Acetylmorphine	10

The cut off levels for screening test and for confirmatory testing of urine specimens shall be as specified in Chapter 113 of the current Administrative Rules of the State of Hawaii Department of Health. The Union shall be notified prior to the implementation of any change.

These threshold levels are subject to change by the Employer as advances in technology or other considerations permit identification and quantification of these drugs at lower concentrations. The Union shall be consulted with sufficient evidence that such advanced technology is acceptable to the scientific community prior to the implementation of any change.

Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for the detection of specific drugs of special concern. These methods are thin layer, high pressure liquid, and/or gas chromatography. The Union shall be consulted prior to the implementation of any change.

COMMENTARY

See Addendum - Memorandum of Agreement (MOA) regarding Zero Tolerance.

2. Notification - Notification of a drug test will be announced during the officer's tour of duty. Police officers shall have the specified time to report and shall be told where the secured site is located. Notification of the drug test shall be given to a Union representative. Each jurisdiction shall develop its own notification plan in consultation with the Union. Union representative(s) may observe the on-site testing process, however testing shall not be delayed to wait for the representative(s).

3. Specimen Collection Procedures

a. Each testing site shall possess all necessary personnel, materials, equipment facilities, and supervision to provide for the collection, security, temporary storage, and transportation of specimens to an approved laboratory facility. Chain-of-custody forms shall be properly executed by authorized collection site personnel upon receipt of specimens. No unauthorized personnel shall be permitted in any part of the collection site where specimens are collected or stored.

b. At the testing site, each testee outside of the direct observation of the collection site personnel, shall submit one (1) specimen which shall be split into two samples: Sample A and Sample B. After the specimen is split, the specimen cups shall be sealed and secured in the presence of the testee and the testee shall initial the testee's specimen cups. Sample A and Sample B shall both be turned over to laboratory personnel of the certified screening laboratory. Appropriate chain of custody processing shall continue after the collection process is completed and the

specimens are transported to the laboratory.

c. Chain of custody forms shall be used throughout the entire testing process. All equipment used, discarded, or returned as well as discrepancies in control numbers shall be accounted for.

4. Specimen Testing Procedures - All Sample A specimens identified as positive on the initial test shall be confirmed using gas chromatography mass spectrometry (GC/MS) techniques on the same sample. Sample A specimens shall be confirmed with additional samples from the same testing group in a ratio of five (5) negative samples for each positive. In the event there are less than five (5) negative samples in a testing group, Sample A specimens shall be confirmed with the total number of negative samples in the testing group. Proper chain of custody controls shall be enforced during confirmation testing.

All Sample B specimens shall be stored in a secured frozen storage for a minimum period of one (1) year from the date of testing unless requested by a third party to retain the specimen for an additional period of time. Specimen B shall be used to defend against legal challenges. If at the end of the one (1) year there are no legal challenges or retention requests, all Sample B specimens shall be discarded/destroyed by the laboratory.

5. Laboratory Procedures - No Police Department laboratory shall be used in the drug testing process. All laboratories must operate consistently within applicable State licensing requirements and be accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA), College of American Pathologists (CAP), or comparable accreditation agencies. All laboratories shall be required to periodically participate in a proficiency rating program. The laboratories are expected to maintain appropriate internal quality control procedures.

G. First Confirmed Positive Test Result

1. Notification - On a first confirmed positive drug test result, a regular police officer shall be notified by a licensed Medical Review Officer (MRO) of the state. The MRO shall have discussions with the regular police officer to make final determinations of the drug test results. Upon the MRO's determination of a confirmed positive test result, a regular police officer shall be notified by the appropriate commander and shall have the employee's gun and badge removed. After said notification, the police officer shall be assigned to a position where a gun and badge are not essential pending completion of the investigation. Employer's investigation shall be done expeditiously.

2. Disciplinary Action - On a first confirmed positive drug test result, a regular police officer shall be subject to disciplinary action, including termination, which shall be held in abeyance and not imposed if the police officer, after evaluation, participates in and satisfactorily completes an Employer-approved treatment program whose cost shall be at the expense and responsibility of the police officer. On a first confirmed positive drug test result, an initial probationary police officer is subject to termination.

3. Leave Status - Any officer with a first confirmed positive test result shall not be allowed limited or modified duty while undergoing treatment. Such employee shall be placed on leave status until obtaining a negative drug urinalysis test and clearance by the Employer's physician to return to full duty. Upon return to full duty, the officer shall be placed in a required test group for a period of one year.

H. Second Confirmed Positive Drug Test Result - On a second confirmed positive drug test result, a regular police officer is subject to termination. Police officers shall be given the option to resign prior to any termination action.

I. Voluntary Admission - Whenever a regular police officer voluntarily admits to having a problem with drug use, participation in an Employer-approved treatment program shall be mandatory. Voluntary admission will only be accepted if an officer

notifies his/her immediate supervisor at least forty-eight (48) hours prior to any drug test. The cost of the program shall be at the expense and responsibility of the police officer. Should the officer subsequently test positive after admitting to having a drug problem, such positive result shall be considered a first confirmed positive drug test result.

1. Conditions

a. The officer must satisfactorily complete such treatment program within 18 weeks from the date the officer first enters the treatment program. During this 18-week period, an officer who has voluntarily admitted to having a drug problem and who is in compliance with treatment requirements may be given a modified or limited-duty position where gun and badge are not essential, provided that available work exists, the officer obtains a negative drug urinalysis test, and is cleared for limited duty by the treatment facility and/or Employer's physician.

b. Any officer who fails to complete the treatment program within the 18-week period due to non-compliance with treatment requirements shall be placed on leave status and shall no longer be eligible for a limited-duty assignment. Such employee shall not be returned to full duty until the employee obtains a negative drug urinalysis test and is cleared by the Employer's physician. Any positive test result after the 18-week period shall be considered a first confirmed positive result.

c. The modified duty may exceed 18 weeks from the date the officer first enters the treatment program only if the employee is fully compliant with all treatment requirements and is unable to complete the treatment program due to circumstances beyond the employee's control. The employee on modified duty may be subject to regular and frequent drug tests for the duration of such modified duty. The officer shall not be returned to full duty until the officer obtains a negative drug urinalysis test and is cleared by the Employer's physician. Upon return to full duty, the police officer shall be placed in a required test group for a period of one (1) year.

2. Limitations

a. The provisions under this section shall be afforded a regular officer only once during the officer's career.

b. Whenever a regular police officer admits to having a drug problem after being notified of a scheduled drug test, such admission shall be considered a positive drug test result.

J. Confidentiality

1. Test Results - Confirmed positive test results shall be handled in a confidential manner. No words on the written notifications shall reflect anything about failing a drug urinalysis or "positive for marijuana/cocaine/drugs." Only violations of cited rules, regulations or orders shall be in print. The notices shall be hand-carried through the chain-of-command and given to the police officer or mailed by registered mail.

2. Limitations on Disclosure - Any information concerning a drug test shall be strictly confidential. Such information shall not be released to anyone without the informed written consent of the individual tested and shall not be released or made public upon subpoena or any other method of discovery, except that information related to a positive test result of an individual shall be disclosed to the individual, the Employer or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual tested and arising from positive confirmatory test result. The Employer shall make every reasonable effort to notify the employee or a Union Representative of the receipt of a subpoena for information concerning an individual's substance abuse test results under this Article.

K. Failure / Refusal to Submit to Drug Testing - Any failure or refusal by a police officer to submit to drug testing or non-compliance with any of the drug testing procedures may subject the police officer to disciplinary action, including termination

IN WITNESS WHEREOF,
the parties hereto, through their authorized representatives, have executed
this Agreement as of July 26, 2022, the date of the interest arbitration decision
and award for Bargaining Unit 12, Police Officers.

EMPLOYER

DAVID IGE
Governor, State of Hawaii

RYKER WADA
Chief Negotiator, Office of Collective Barg., State of Hawaii

RICHARD BLANGIARDI
Mayor, City & County of Honolulu

NOLA MIYASAKI
Director, Dept. of Human Resources, City & County of Honolulu

MITCH ROTH
Mayor, County of Hawaii

WAYLEN LEOPOLDINO
Director, Dept. of Human Resources, County of Hawaii

MICHAEL VICTORINO
Mayor, County of Maui

DAVID UNDERWOOD
Director, Dept. of Personnel Services, County of Maui

DEREK KAWAKAMI
Mayor, County of Kauai

ANNETTE ANDERSON
Director, Dept. of Human Resources, County of Kauai

UNION

2022 SHOPO State Board, Negotiating Committee

ROBERT CAVACO
President, Committee Chair

STEPHEN KEOGH
Vice President

CHRISTOPHER CALIO
Secretary

DEREK PA
Treasurer

SHAWN CAVACO
Director at Large

CARMEL HURLEY
Director at Large

MARK ARNOLD
Director at Large

NICHOLAS SCHLAPAK
Honolulu Chapter Chair

JAMES CORREA
Hawaii Chapter Chair

NICHOLAS KRAU
Maui Chapter Chair

KENNISON NAGAHISA
Kauai Chapter Chair

JAMES SMITH
General Manager

AGREEMENTS

**MEMORANDUM OF AGREEMENT (MOA),
MEMORANDUM OF UNDERSTANDING (MOU),
AND
SUPPLEMENTAL AGREEMENT (SUP)**

Pursuant to Chapter 89, Hawaii Revised Statutes, agreements may be entered into from time to time between SHOPO and one or more Employer jurisdictions to amend, replace, interpret, or make an exception to contract provisions or cover matters not in the contract. These are called Memorandums of Agreement (MOA), Memorandums of Understanding (MOU), and Supplemental Agreements (SUP). An example would be an agreement to modify the normal 5 day, 8 hour work schedule to a 5 day, 9 hour schedule.

Below is a listing of agreements in effect. Statewide agreements are applicable to all counties. County agreements are applicable to that county only. Contact the respective Union chapter representatives for further information.

STATEWIDE AGREEMENTS

<u>Agreement #</u>	<u>Regarding</u>	
S-2022-01	Art. 15 7th Day Provision.....	Addendum 1
S-2022-02	Art. 57 Drug Testing, Zero Tolerance	Addendum 2

HONOLULU AGREEMENTS

Contact the county's Union and Employer representatives for agreements in effect for Honolulu.

HAWAII AGREEMENTS

Contact the county's Union and Employer representatives for agreements in effect for Hawaii.

KAUAI AGREEMENTS

Contact the county's Union and Employer representatives for agreements in effect for Kauai.

MAUI AGREEMENTS

Contact the county's Union and Employer representatives for agreements in effect for Maui.

SHOPO MOA NO. S-2022-01
 Statewide
 Article 15, Overtime, 7th Day Provision

ADDENDUM 1

MEMORANDUM OF AGREEMENT)	SHOPO AGREEMENT NO. :	S-2022-01
(MOA) Between)		Previous Provisions Renewed As Is.
)		MOA to be Incorporated into CBA
STATE OF HAWAII ORGANIZATION)		as an Addendum and a
OF POLICE OFFICERS (SHOPO),)		Commentary in Article 15.A.2.h.
the exclusive representative for)	AGREEMENT DATED :	November 15, 2022
Bargaining Unit 12, Police Officers,)		
)	EFFECTIVE DATE :	Through June 30, 2025
UNION,)		
)	RE SHOPO CBA ARTICLE :	15. Overtime
and)		
)		
STATE OF HAWAII;)		
CITY AND COUNTY OF HONOLULU;)		
COUNTY OF HAWAII;)		
COUNTY OF MAUI; and)	PREVIOUS :	S-2018-01
COUNTY OF KAUAI,)	SHOPO AGREEMENT	Dated October 17, 2018
)	(being renewed, superseded, etc.)	
EMPLOYER.)		
_____)		

**MEMORANDUM OF AGREEMENT
 REGARDING
 ARTICLE 15, OVERTIME, SECTION A.2.h. SEVENTH DAY PROVISION**

**MEMORANDUM OF AGREEMENT
REGARDING
ARTICLE 15, OVERTIME, SECTION A.2.h. SEVENTH DAY PROVISION**

This MEMORANDUM OF AGREEMENT is entered into this 15th day of November, 2022, by and between the STATE OF HAWAII, the CITY AND COUNTY OF HONOLULU, the COUNTY OF HAWAII, the COUNTY OF MAUI, and the COUNTY OF KAUAI, hereinafter collectively referred to as the "EMPLOYER", and the STATE OF HAWAII ORGANIZATION OF POLICE OFFICERS, hereinafter referred to as the "UNION".

Witnesseth:

WHEREAS, the EMPLOYER and the UNION recognizes that police officers are subject to shift work and that police work must be provided seven (7) days per week to insure the safety and protection of the general public;

WHEREAS, the EMPLOYER and the UNION also recognize that police officers may be required to appear in court on their scheduled day(s) off to testify on matters connected with their official duties;

WHEREAS, the EMPLOYER and the UNION agree that police officers, who are required and scheduled to work, and who do work, more than six (6) consecutive full-time days, are entitled to overtime pay for each hour of work performed on the seventh day and each succeeding day until the police officer is granted a period of rest of twenty-four (24) non-work hours;

WHEREAS, the EMPLOYER and the UNION recognize that the Seventh Day Provision, Subparagraph A.2.h. of Article 15, Overtime, of the Unit 12 collective bargaining agreement, is subject to varying and conflicting interpretations and therefore not conducive to the harmonious administration of police operations;

WHEREAS, the EMPLOYER and the UNION recognize:

1. The twelve (12) examples for the Memorandum of Agreement (MOA), dated April 19, 1991, on Overtime – Seventh Day Provision;
2. The modifications to Example #12 (police officer whose regular scheduled work week is Tuesday through Saturday, whose schedule is changed, due to operational requirements for one week, to Sunday and Tuesday) by letter written by the Director of Civil Service, James Sato, to the UNION, dated April 7, 1992 (attached hereto as "Attachment 1" and made a part hereof);
3. Example #13 (more than six consecutive full time days, then applicable only to Honolulu Police Department) by the letter written by the Director of Civil Service, James Sato, to the UNION, dated April 7, 1992;

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Article 15, Overtime, 7th Day Provision

4. The modification to Example #13 (applicability to all Employer jurisdictions) by MOA dated February 18, 1999; and

WHEREAS, the EMPLOYER and UNION further recognize the document entitled "Other Notes Regarding The Seventh Day Provision" as interpretive language provided by the original negotiators of the Seventh Day Provision (initially recognized by MOA dated February 7, 2001).

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the thirteen (13) examples (attached hereto as "Attachment 2" and made a part hereof) relative to Subsection A.2.h., Seventh Day Provision, of Article 15, Overtime, of the Unit 12 collective bargaining agreement (CBA), shall be applicable to all EMPLOYER jurisdictions.
2. That the examples may be added to or modified by mutual agreement.
3. That the document entitled "Other Notes Regarding The Seventh Day Provision" (attached hereto as "Attachment 3" and made a part hereof) shall be recognized as interpretive language of the Seventh Day Provision.
4. That this MOA, the thirteen (13) examples and other notes shall be incorporated into the CBA as an addendum and shall be referenced in a Commentary under Article 15.A.2.h., as follows:

COMMENTARY

See Addendum - Memorandum of Agreement (MOA) for examples of the application of the Seventh Day Provision.

This MEMORANDUM OF AGREEMENT shall be effective July 1, 2021 and shall remain effective through June 30, 2025, and any contract extensions thereof. The terms and conditions of this AGREEMENT may be modified at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this MEMORANDUM OF AGREEMENT on the day and year first written above.

EMPLOYER

STATE OF HAWAII ORGANIZATION
OF POLICE OFFICERS

_____/s/
RYKER WADA, Chief Negotiator
Office of Collective Bargaining
State of Hawaii

_____/s/
ROBERT CAVACO
President

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_____/s/_____
NOLA MIYASAKI, Director
Department of Human Resources
City and County of Honolulu

_____/s/_____
NICHOLAS SCHLAPAK
Honolulu Chapter Chair

_____/s/_____
WAYLEN LEOPOLDINO, Director
Department of Human Resources
County of Hawaii

_____/s/_____
JAMES CORREA
Hawaii Chapter Chair

_____/s/_____
DAVID UNDERWOOD, Director
Department of Personnel Services
County of Maui

_____/s/_____
NICHOLAS KRAU
Maui Chapter Chair

_____/s/_____
ANNETTE ANDERSON, Director
Department of Human Resources
County of Kauai

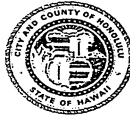
_____/s/_____
KENNISON NAGAHISA
Kauai Chapter Chair

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DEPARTMENT OF CIVIL SERVICE
CITY AND COUNTY OF HONOLULU
550 SOUTH KING STREET
HONOLULU, HAWAII 96813

FRANK F. FASI
MAYOR



JAMES T. SATO
DIRECTOR

April 7, 1992

Mr. Gordon Chun
Business Manager
State of Hawaii Organization
of Police Officers
1717 Hoe Street
Honolulu, HI 96819

Dear Mr. Chun:

Thank you for your comments regarding our proposed examples for the Memorandum of Agreement dated April 19, 1991 on Overtime - Seventh-Day Provision.

Based on the concerns you raised, the language in Example #12, Answer 2, has been reviewed and now states that overtime pay starts on Monday following the first day off, instead of Wednesday. In addition, because Example #13 is new, the language stating that it supercedes an existing example is erroneous and has been removed.

Copies of the revised Examples #12 and #13 are attached for your information. Should you have any questions regarding these examples, please contact Mr. Stephen Tong, Labor Relations Specialist, at 523-4977.

Sincerely,

A handwritten signature in cursive script, appearing to read "James T. Sato", is written over a horizontal line.

JAMES T. SATO
Director of Civil Service

Attachments

cc: OCB, HPD
Hawaii, Maui, Kauai (less example 13)

ATTACHMENT 1

**13 EXAMPLES
 FROM THE MEMORANDUM OF AGREEMENT DATED APRIL 19, 1991
 ON OVERTIME, 7TH DAY PROVISION**

Example #1:

An employee has met the requirements for the Seventh Day Provision and is receiving overtime on the first work day following his last day off worked and each succeeding day. However, on Wednesday the 11th, the employee takes four (4) hours sick leave.

Date :	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	DO	DO	8	8	8	8	8	DO (5 OT)	DO (3 OT)	8	4 (4 SK)	8	8	8
Date :	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Sched :	DO (5 OT)	DO (1 OT)	8	8	8	8	8	0	0					

Question:

1. Does the employee qualify for overtime under the Seventh Day Provision from the 10th - 14th?
2. Does he qualify for overtime from the 17th - 21st? Why?

Answer:

1. Yes. The employee has met the requirements and qualifies for overtime under the Seventh Day Provision from the 10th - 14th, a total of thirty-six (36) hours.
2. No. Although the employee did not receive a rest period of twenty-four (24) non-work hours, he must requalify each week for overtime under the Seventh Day Provision. Because the employee took four (4) hours sick leave on the 11th, he did not render full time service on all consecutive work days immediately preceding his days off (15th, 16th) in order to qualify for overtime from the 17th - 21st.

ATTACHMENT 2

Example #2:

An employee works five (5) consecutive days. On his day off, the employee works five (5) hours and two (2) hours overtime respectively.

Date :	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	8	8	8	8	8	DO	DO	8	8	8	8	8	0	0
						(5OT)	(2OT)							

Question:

1. Does the employee qualify for overtime under the Seventh Day Provision even if he received a rest period of twenty-four (24) non-work hours between the seventh and eighth day (last day off and the first scheduled work day for the new work week)? Why?

Answer:

1. Yes. The twenty-four (24) non-work hours of rest shall only be applied to break the penalty once the employee is into the overtime phase of the Seventh Day Provision.

Example #3:

An employee who works 6:30 a.m. - 3:15 p.m. has qualified for overtime under the Seventh Day Provision and is receiving overtime on the first work day following his last day off worked. The employee requests to take vacation for the last four (4) hours (10:30 a.m. - 3:15 p.m., including lunch) on Monday and the first four (4) hours (6:30 a.m. - 11:15 a.m. including lunch) on Tuesday.

Date :	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	8	8	8	8	8	DO (5 OT)	DO (2 OT)	8	4 (4 VAC)	4 (4 VAC)	8	8	0	0

Question:

1. Is the employee entitled to overtime under the Seventh Day Provision?
2. Why?

Answer:

1. The employee is only entitled to eight (8) hours of overtime on Sunday the 8th, and four (4) hours on Monday the 9th for a total of twelve (12) hours.
2. Because the employee received a rest period twenty-four (24) non-work hours between Monday and Tuesday, he is not entitled to further overtime under the Seventh Day Provision.

Example #4: (Amended 8-13-2018)

An employee, having qualified for the Seventh Day Provision, has worked the following schedule:

Date :	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	8	DO (5 OT)	DO (5 OT)	8	8	8	8	8	DO (5 OT)	DO (5 OT)	8	8	8	8

Question:

1. If it is known on Wednesday the 4th that the employee is being paid overtime under the Seventh Day Provision, when would be the earliest day off change to break the penalty and provide the employee with a rest of twenty-four (24) non-work hours?
2. Can the employer break the penalty of the Seventh Day Provision sooner?

Answer:

1. Because the employee has already used his two (2) days off in the work week, the earliest change to break the penalty would be Sunday the 8th.
2. It is possible for the employer to break the penalty sooner by unilaterally scheduling the officer for compensatory time off only if he has CT credit in excess of [64] 100 hours and it is four (4) calendar months following the month in which the excess was earned.

(Amended 8-13-2018: 64 hours increased to 100 hours)

Example #5:

An employee works 1430 - 2315 with Tuesday and Wednesday off. On Monday the 2nd, the employee works four (4) hours of post shift overtime and gets off duty at 0315 Tuesday. The employee works five (5) hours of overtime on Wednesday.

Date:	1	2	3	4	5	6	7
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	8	8 (8+4 hrs OT)	0	0 (5 hrs OT)	8	8	8

Question:

1. Does the employee qualify for the Seventy Day Provision?

Answer:

1. No. Post shift overtime running into Tuesday (day off) does not qualify for the Seventh Day Provision even though the employee technically worked three (3) hours on Tuesday the 3rd. The four (4) hours of post shift overtime is within the employee's "work day" which is defined as the twenty-four (24) hour period commencing from the start of the employee's scheduled work shift (Monday 1430 through Tuesday 1430).

Example #6:

An employee is scheduled to work Sunday through Saturday with Thursday and Friday off. The employee works Sunday through Wednesday (1st - 4th), however is sick on Saturday the 7th. The employee returns to work on Sunday the 8th and continues working through Wednesday the 11th. He works five (5) hours overtime on Thursday the 12th and three (3) hours overtime on Friday the 13th.

Date :	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	8	8	8	8	DO	DO	8 S/L	8	8	8	8	DO (5 OT)	DO (3 OT)	8

Question:

1. Is the employee entitled to the Seventh Day Provision on Saturday the 14th?
2. If the employee was not sick on Saturday the 7th and worked the same schedule above, would he be entitled to the Seventh Day Provision on Saturday the 14th?

Answer:

1. No, the employee did not meet the requirements of "full time service on all consecutive work days immediately preceding his days off."
2. Yes.

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13 Examples
from the MOA dated April 19, 1991
on Overtime 7th Day Provision
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Example #7 (4 - 2 Schedule):

An employee on a 4 - 2 schedule works Wednesday through Saturday (4th - 7th) and works eight (8) hours overtime on Sunday the 8th, his scheduled day off.

Date :	1	2	3	4	5	6	7
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	8	DO	DO	8	8	8	8
Date :	8	9	10	11	12	13	14
Sched :	DO (8 OT)	8	8	8	8	8	DO

Question:

1. Is he entitled to the Seventh Day Provision on Monday the 9th?

Answer:

1. Yes, the employee qualifies for the Seventh Day Provision because he worked eight (8) hours on his consecutive day off (Sunday the 8th) and all consecutive work days preceding his day off.

Example #8:

An employee on a 4 - 10 schedule works eleven (11) consecutive days (9th - 19th) including twelve (12) hours overtime on each of his three (3) scheduled days off (13th - 15th).

Date :	9	10	11	12	13	14	15
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	10	10	10	10	DO	DO	DO
					(12 OT)	(12 OT)	(12 OT)

Date :	16	17	18	19	20	21	22
Sched :	10	10	10	10	DO	DO	DO

Question:

1. Does the employee qualify for the Seventh Day Provision? Why?
2. If Tuesday, June 11 was a scheduled holiday, and the employee did not work on this day but worked the same schedule above, would the employee qualify for the Seventh Day Provision? Why?

Answer:

1. Yes, the employee qualifies by working all consecutive work days and days off and at least five (5) hours on one day off.
2. No, employee does not qualify. Although employee worked on all consecutive days off and consecutive work days, consecutive work days must equal four (4), five (5), or six (6) days in a scheduled work week. He did not have four (4) consecutive work days in his qualifying work week.

Example #9:

An employee is scheduled with varying days off during each week. He renders full time service for five (5) consecutive work days (Monday through Friday, 2nd - 6th) and works five (5) hours overtime on Saturday, his day off. The employee continues working on Sunday and Monday (8th - 9th).

Date :	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	DO	8	8	8	8	8	DO (5 OT)	8	8	DO	8	8	8	DO

Question:

1. Does the employee qualify for overtime under the Seventh Day Provision?
2. If yes, on what day does the Seventh Day Provision overtime commence? Why?
3. If the employee worked less than five (5) hours of overtime on Saturday the 7th, would he qualify for overtime under the Seventh Day Provision?

Answer:

1. Yes. The employee qualifies for overtime under the Seventh Day Provision.
2. The seventh day overtime penalty would commence on Sunday the 8th. The language specifically provides that an employee must work at least five (5) hours of overtime on his consecutive days off and render full time service on all consecutive work days immediately preceding such day(s) off.
3. No. The employee must render at least five (5) hours service on one (1) of his consecutive day(s) off.

NOTE: Examples nine and ten are exceptions and shall apply only when the employer unilaterally schedules the employee with split work days and days off.

Example #10:

An employee is scheduled with split work days and days off during the work week.

Date :	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	DO	8	8	8	8	DO (12 OT)	8	10	10	H	10	DO (12 OT)	DO (12 OT)	DO (12 OT)

Question:

1. Does the employee qualify for the Seventh Day Provision even though he worked only four (4) consecutive work days (Monday through Thursday, 3rd-6th) in that work week prior to his second day off? Why?
2. If yes, when would the Seventh Day Provision overtime commence? Why?

Answer:

1. Yes. The employee does qualify for the Seventh Day Provision overtime. Consecutive work days can be four (4), five (5), or six (6) and consecutive days off can be one (1), two (2), or three (3).
2. The Seventh Day Provision overtime would commence on Saturday, which is the 6th consecutive day of work.

NOTE: Examples nine and ten are exceptions and shall apply only when the employer unilaterally schedules the employee with split work days and days off.

Example #11:

An employee works Monday thru Friday, with Saturday and Sunday off. Because Sunday is a legal holiday, the employee observes the holiday on his next scheduled work day, which is Monday.

Date :	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	DO (H)	(H) (8 OT)	8	8	8	8	DO (5 OT)	DO (2 OT)	8	8	8	8	8	DO

Question:

1. If the employee is scheduled off on Monday (observed holiday), but is subpoenaed to court and works eight (8) hours overtime, does he qualify for the Seventh Day Provision?
2. If the employee did not work on Monday (observed holiday), does he qualify for the Seventh Day Provision?
3. If the holiday fell on Wednesday, but the employee is subpoenaed to court and works eight (8) hours overtime, does he qualify for the Seventh Day Provision?

Answer:

1. Yes. The employee performed overtime work on all consecutive days off, with at least 5 hours work on one of those consecutive days off, and worked full-time on all five (5) consecutive work days immediately preceding his two (2) days off.
2. Yes. Besides meeting the overtime work requirement, the employee worked full-time on all four (4) consecutive work days immediately preceding his two (2) days off.
3. Yes. Besides meeting the overtime work requirement, the employee worked full-time on all five (5) consecutive work days immediately preceding his two (2) days off.

Example #12:

An employee's regular scheduled work week is Tuesday through Saturday, with Sunday and Monday off. However, due to operational requirements, his days off are changed to Sunday and Tuesday for the second week only, then resume on Sunday and Monday thereafter.

Date :	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	DO 0	DO 0	8	8	8	8	8	DO (8 OT)	8	DO (5 OT)	8	8	8	8

Question:

1. If the employee works eight (8) hours OT his first day off (Sunday) and was subpoenaed to court and works five (5) hours OT on his second day off (Tuesday) of the second work week, does he qualify for the Seventh Day Provision?
2. When does he begin to receive overtime pay?
3. If the employee does not work on his regular days off during the third week, when does the payment of overtime end?

Answer:

1. Yes. Since the employee's regularly scheduled consecutive days off were changed to accommodate the department's operational requirements, the overtime work performed on the second day off should be credited in the same manner as it would have been, had the schedule not been changed (the one week change from the normal schedule should not adversely affect the employee's qualification for the Seventh Day Provision where the change is made for the department's convenience).
2. On Monday the 9th (work day following the day off worked) until he is granted a rest period of 24 non-work hours.
3. On Saturday the 14th, the last work day preceding his two (2) days off on Sunday and Monday of the following work week (the beginning of the rest period of 24 non-work hours).

The above is the revised Example 12 referenced in the letter dated April 7, 1992, from James Sato to SHOPO.

Example #13:

Whenever an employee, on a 40-hour work week schedule, is required and scheduled to work, and does work, more than six (6) consecutive full-time days, he will be entitled to overtime pay for each hour of work performed on the seventh day and each succeeding day until he is granted a period of rest of twenty-four (24) non-work hours.

An employee works eight (8) consecutive scheduled work days.

Date :	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Day :	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Sched :	DO	DO	8	8	8	8	8	8	8	8	DO	DO	8	8

Question:

1. Does the employee qualify to be paid under the Seventh Day Overtime Provision?
2. If yes, on what day does the Seventh Day Provision commence?
3. Why?

Answer:

1. Yes.
2. On Monday, the 9th.
3. The employee worked continuously from Tuesday the 3rd through Tuesday the 10th (more than six (6) consecutive full-time days), thereby qualifying for overtime pay on Monday the 9th (the seventh workday) and ending on Tuesday, the 10th (the workday preceding the rest period of 24 non-work hours).

The above is the Example 13 referenced in the letter dated April 7, 1992, from James Sato to SHOPO. It was initially applicable only to Honolulu and later agreed to be applicable to all jurisdictions (see SHOPO MOA 1999-05 dated February 18, 1999).

OTHER NOTES REGARDING THE SEVENTH DAY PROVISION

1. Weekly Requalification

Employees must render full time service on all consecutive work days immediately preceding their scheduled days off and perform overtime work on all consecutive days off, one of which shall be at least five (5) hours. These requirements must be met every work week in order to qualify for overtime in the subsequent work week.

Example: In work week one, if the officer meets the requirements of the Seventh Day Provision, the employer will continue to pay the "seventh day penalty" in the second work week or until given a rest period of twenty-four (24) non-work hours. However, if a 24-hour rest period is not given but the officer chooses to take a few hours time off, i.e., comp. time, sick leave, vacation leave, LWOP, etc., the employer will continue to pay the "seventh day penalty" for that work week. But because the officer did not render full time service in the second work week, he will not qualify for the "seventh day penalty" in the third work week (see Example #1).

2. Can the Seventh Day Provision Overtime Hours be Waived?

No. EXCEPT, employees requesting exchange of days off and/or shifts during the same work week shall not qualify for overtime under the Seventh Day Provision. Such requests shall be submitted in writing to the employee's supervisor. One copy shall remain with the employee, one copy shall be given to the PT&A clerk, and the supervisor shall retain a copy of said request.

3. Change of Work Schedules

Work schedules shall not be changed prior to the employee qualifying under the Seventh Day Provision in order to avoid paying the "seventh day penalty." However, once an employee is receiving overtime under the Seventh Day Provision, his work schedule can be changed to break the "seventh day penalty."

4. Seventh Day Provision Notification

Employees are not required to notify their supervisors when they are into the "seventh day penalty." However, they are required to answer truthfully when asked by their supervisors if they are into the "seventh day penalty."

See also SHOPO MOA 2001-01 dated February 7, 2001, initially recognizing the above as interpretive language.

ATTACHMENT 3

SHOPO MOA NO. S-2022-02
 Statewide
 Article 57, Drug Testing, Zero Tolerance

ADDENDUM 2

MEMORANDUM OF AGREEMENT)	SHOPO AGREEMENT NO. :	S-2022-02
(MOA) Between)		Previous Provisions Renewed As Is.
STATE OF HAWAII ORGANIZATION)		MOA to be Incorporated into CBA
OF POLICE OFFICERS (SHOPO),)		as an Addendum and a
the exclusive representative for)		Commentary in Article 57.F.
Bargaining Unit 12, Police Officers,)	AGREEMENT DATED :	November 15, 2022
UNION,)	EFFECTIVE DATE :	Through June 30, 2025
and)	RE SHOPO CBA ARTICLE :	57. Drug Testing
STATE OF HAWAII;)		
CITY AND COUNTY OF HONOLULU;)		
COUNTY OF HAWAII;)		
COUNTY OF MAUI; and)	PREVIOUS :	S-2018-02
COUNTY OF KAUAI,)	SHOPO AGREEMENT	Dated October 17, 2018
EMPLOYER.)	(being renewed, superseded, etc.)	

**MEMORANDUM OF AGREEMENT
 REGARDING
 ARTICLE 57. DRUG TESTING AND "ZERO TOLERANCE"**

SHOPO MOA NO. S-2022-02
Statewide
Article 57, Drug Testing, Zero Tolerance

**MEMORANDUM OF AGREEMENT
REGARDING
ARTICLE 57. DRUG TESTING AND "ZERO TOLERANCE"**

This MEMORANDUM OF AGREEMENT is entered into this 15th day November, 2022, by and between the STATE OF HAWAII ORGANIZATION OF POLICE OFFICERS, hereinafter referred to as the "UNION," and the STATE OF HAWAII, the CITY AND COUNTY OF HONOLULU, the COUNTY OF HAWAII, the COUNTY OF MAUI, and the COUNTY OF KAUAI, hereinafter collectively referred to as the "EMPLOYER."

Witnesseth:

WHEREAS, the EMPLOYER and the UNION agree that the use of drugs can have serious adverse effects upon a police officer's health, safety and job performance and the health and safety of co-workers and the general public;

WHEREAS, the EMPLOYER and the UNION agree that the use of illegal drugs, on or off duty, by police officers impairs the efficiency of police departments and law enforcement agencies, undermines public confidence in them, and makes it more difficult for other police officers to perform their jobs effectively;

WHEREAS, the EMPLOYER and the UNION have designed a drug testing program to assist the EMPLOYER in: 1) identifying police officers who have a problem with drug use by referring such police officers for treatment in counseling and/or rehabilitation programs which deal with these problems; 2) encouraging police officers who have a problem with drugs to voluntarily admit to such use and to overcome any drug related problems; and 3) deter and discourage the illegal use of drugs by police officers and prevent non-drug using police officers from being adversely affected by those who have a drug problem;

WHEREAS, the EMPLOYER and the UNION support a Drug-Free Workplace in all of the respective County Police Departments throughout the State of Hawaii;

WHEREAS, the EMPLOYER and the UNION agree on a "zero tolerance" for police officers who test positive for certain illicit drugs;

WHEREAS, the parties signed a Memorandum of Agreement on October 17, 2018, concerning drug testing and zero tolerance;

WHEREAS, the aforementioned Memorandum of Agreement expired on June 30, 2021; and

WHEREAS, the parties have extended the existing Memorandum of Agreement until a new agreement has been entered into.

NOW, THEREFORE, the EMPLOYER and the UNION, in consideration of the terms hereinafter set forth, agree as follows:

1. Notwithstanding Article 57, Sections G.2 and G.3 of the Unit 12 Collective Bargaining Agreement relating to First Confirmed Positive Test Results, police officers shall be subject to termination when an officer has been drug tested and a first confirmed positive drug test results for one or more of the following illicit drugs:

<u>Illicit Drug</u>	<u>Initial Test Level (ng/ml)</u>
Cocaine metabolites	300
Phencyclidine	25
Opiate metabolites	2,000
Amphetamines	1,000
Methaqualone	300

The cutoff levels for screening tests and for confirmatory testing of urine specimens shall be as specified in Chapter 113 of the current Administrative Rules of the State of Hawaii Department of Health.

2. Such termination shall occur after a licensed Medical Review Officer has made a final determination of the confirmed positive test result, and a Departmental Investigation has been completed and charges sustained.
3. Terminations pursuant to this Agreement shall be subject to the Grievance Procedure as provided in Article 32 of the Unit 12 Collective Bargaining Agreement.
4. A commentary shall be incorporated into Article 57. F., of the SHOPO collective bargaining agreement as follows:

*COMMENTARY
See Addendum - Memorandum of Agreement (MOA)
regarding Zero Tolerance.*

This Memorandum of Agreement shall be effective July 1, 2021 and shall remain in full force and effect through June 30, 2025. If either party desires to amend, modify or terminate the Agreement at any time during the life of this Agreement, thirty (30) days written notice shall be given to the other party of its intent to do so.

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SHOPO MOA NO. S-2022-02
Statewide
Article 57, Drug Testing, Zero Tolerance

IN WITNESS WHEREOF, the parties hereto, by their authorized representative, have executed this MEMORANDUM OF AGREEMENT on the day and year first written above.

EMPLOYER

STATE OF HAWAII ORGANIZATION
OF POLICE OFFICERS (SHOPO)

_____/s/
RYKER WADA, Chief Negotiator
Office of Collective Bargaining
State of Hawaii

_____/s/
ROBERT CAVACO
President

_____/s/
NOLA MIYASAKI, Director
Department of Human Resources
City and County of Honolulu

_____/s/
NICHOLAS SCHLAPAK
Honolulu Chapter Chair

_____/s/
WAYLEN LEOPOLDINO, Director
Department of Human Resources
County of Hawaii

_____/s/
JAMES CORREA
Hawaii Chapter Chair

_____/s/
DAVID UNDERWOOD, Director
Department of Personnel Services
County of Maui

_____/s/
NICHOLAS KRAU
Maui Chapter Chair

_____/s/
ANNETTE ANDERSON, Director
Department of Human Resources
County of Kauai

_____/s/
KENNISON NAGAHISA
Kauai Chapter Chair

SHOPO jmo

EXHIBITS

SALARY SCHEDULES

Exhibit	Effective Date	Description	Page
A	June 30, 2021	Schedule as of June 30, 2021 at 11:59:59 p.m.....	106
B	July 1, 2022	5.00% ATB.....	107
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*BU-12's salary schedule consists of levels PO 1 through PO 20.
To save space, only those levels with BU-12 employees are shown.*

Police Step
Officer Cum. # Years
("PO")

EXHIBIT A
Salary Schedule

Annual
Pay Month
Range Hour

SALARY SCHEDULE IN EFFECT
ON JUNE 30, 2021 AT 11:59:59 P.M.

PO	A	B	C	D	L1	L2	L3	L4	L5	L6
Years	0 - 3	4 - 6	7 - 9	10 - 12	13 - 15	16 - 18	19 - 21	22 - 24	25 - 27	28+
4	60,732	63,180	65,652	68,244	71,076	73,824	76,776	79,932	83,340	86,748
	5,061	5,265	5,471	5,687	5,923	6,152	6,398	6,661	6,945	7,229
	29.20	30.38	31.56	32.81	34.17	35.49	36.91	38.43	40.07	41.71
5	65,652	65,652	68,244	71,076	73,824	76,776	79,932	83,340	86,748	90,276
	5,471	5,471	5,687	5,923	6,152	6,398	6,661	6,945	7,229	7,523
	31.56	31.56	32.81	34.17	35.49	36.91	38.43	40.07	41.71	43.40
7	68,244	71,076	73,824	76,776	83,340	86,748	90,276	94,152	98,268	102,516
	5,687	5,923	6,152	6,398	6,945	7,229	7,523	7,846	8,189	8,543
	32.81	34.17	35.49	36.91	40.07	41.71	43.40	45.27	47.24	49.29
9	73,824	76,776	79,932	83,340	86,748	90,276	94,152	98,268	102,516	106,920
	6,152	6,398	6,661	6,945	7,229	7,523	7,846	8,189	8,543	8,910
	35.49	36.91	38.43	40.07	41.71	43.40	45.27	47.24	49.29	51.40
11	79,932	83,340	86,748	90,276	94,152	98,268	102,516	106,920	111,660	116,508
	6,661	6,945	7,229	7,523	7,846	8,189	8,543	8,910	9,305	9,709
	38.43	40.07	41.71	43.40	45.27	47.24	49.29	51.40	53.68	56.01
13	86,748	90,276	94,152	98,268	102,516	106,920	111,660	116,508	121,740	127,056
	7,229	7,523	7,846	8,189	8,543	8,910	9,305	9,709	10,145	10,588
	41.71	43.40	45.27	47.24	49.29	51.40	53.68	56.01	58.53	61.08
15	94,152	98,268	102,516	106,920	111,660	116,508	121,740	127,056	132,684	138,648
	7,846	8,189	8,543	8,910	9,305	9,709	10,145	10,588	11,057	11,554
	45.27	47.24	49.29	51.40	53.68	56.01	58.53	61.08	63.79	66.66

EXHIBIT B
Salary Schedule

JULY 1, 2022
5% ATB

PO	A	B	C	D	L1	L2	L3	L4	L5	L6
Years	0 - 3	4 - 6	7 - 9	10 - 12	13 - 15	16 - 18	19 - 21	22 - 24	25 - 27	28+
4	63,768	66,336	68,940	71,652	74,628	77,520	80,616	83,928	87,504	91,080
	5,314	5,528	5,745	5,971	6,219	6,460	6,718	6,994	7,292	7,590
	30.66	31.89	33.14	34.45	35.88	37.27	38.76	40.35	42.07	43.79
5	68,940	68,940	71,652	74,628	77,520	80,616	83,928	87,504	91,080	94,788
	5,745	5,745	5,971	6,219	6,460	6,718	6,994	7,292	7,590	7,899
	33.14	33.14	34.45	35.88	37.27	38.76	40.35	42.07	43.79	45.57
7	71,652	74,628	77,520	80,616	87,504	91,080	94,788	98,856	103,176	107,640
	5,971	6,219	6,460	6,718	7,292	7,590	7,899	8,238	8,598	8,970
	34.45	35.88	37.27	38.76	42.07	43.79	45.57	47.53	49.60	51.75
9	77,520	80,616	83,928	87,504	91,080	94,788	98,856	103,176	107,640	112,272
	6,460	6,718	6,994	7,292	7,590	7,899	8,238	8,598	8,970	9,356
	37.27	38.76	40.35	42.07	43.79	45.57	47.53	49.60	51.75	53.98
11	83,928	87,504	91,080	94,788	98,856	103,176	107,640	112,272	117,240	122,328
	6,994	7,292	7,590	7,899	8,238	8,598	8,970	9,356	9,770	10,194
	40.35	42.07	43.79	45.57	47.53	49.60	51.75	53.98	56.37	58.81
13	91,080	94,788	98,856	103,176	107,640	112,272	117,240	122,328	127,824	133,404
	7,590	7,899	8,238	8,598	8,970	9,356	9,770	10,194	10,652	11,117
	43.79	45.57	47.53	49.60	51.75	53.98	56.37	58.81	61.45	64.14
15	98,856	103,176	107,640	112,272	117,240	122,328	127,824	133,404	139,320	145,584
	8,238	8,598	8,970	9,356	9,770	10,194	10,652	11,117	11,610	12,132
	47.53	49.60	51.75	53.98	56.37	58.81	61.45	64.14	66.98	69.99

EXHIBIT C
Salary Schedule

JULY 1, 2023
5% ATB

PO	A	B	C	D	L1	L2	L3	L4	L5	L6
Years	0 - 3	4 - 6	7 - 9	10 - 12	13 - 15	16 - 18	19 - 21	22 - 24	25 - 27	28+
4	66,960	69,648	72,384	75,240	78,360	81,396	84,648	88,128	91,884	95,640
	5,580	5,804	6,032	6,270	6,530	6,783	7,054	7,344	7,657	7,970
	32.19	33.48	34.80	36.17	37.67	39.13	40.70	42.37	44.18	45.98
5	72,384	72,384	75,240	78,360	81,396	84,648	88,128	91,884	95,640	99,528
	6,032	6,032	6,270	6,530	6,783	7,054	7,344	7,657	7,970	8,294
	34.80	34.80	36.17	37.67	39.13	40.70	42.37	44.18	45.98	47.85
7	75,240	78,360	81,396	84,648	91,884	95,640	99,528	103,800	108,336	113,028
	6,270	6,530	6,783	7,054	7,657	7,970	8,294	8,650	9,028	9,419
	36.17	37.67	39.13	40.70	44.18	45.98	47.85	49.90	52.08	54.34
9	81,396	84,648	88,128	91,884	95,640	99,528	103,800	108,336	113,028	117,888
	6,783	7,054	7,344	7,657	7,970	8,294	8,650	9,028	9,419	9,824
	39.13	40.70	42.37	44.18	45.98	47.85	49.90	52.08	54.34	56.68
11	88,128	91,884	95,640	99,528	103,800	108,336	113,028	117,888	123,108	128,448
	7,344	7,657	7,970	8,294	8,650	9,028	9,419	9,824	10,259	10,704
	42.37	44.18	45.98	47.85	49.90	52.08	54.34	56.68	59.19	61.75
13	95,640	99,528	103,800	108,336	113,028	117,888	123,108	128,448	134,220	140,076
	7,970	8,294	8,650	9,028	9,419	9,824	10,259	10,704	11,185	11,673
	45.98	47.85	49.90	52.08	54.34	56.68	59.19	61.75	64.53	67.34
15	103,800	108,336	113,028	117,888	123,108	128,448	134,220	140,076	146,292	152,868
	8,650	9,028	9,419	9,824	10,259	10,704	11,185	11,673	12,191	12,739
	49.90	52.08	54.34	56.68	59.19	61.75	64.53	67.34	70.33	73.49

EXHIBIT D
Salary Schedule

JULY 1, 2024
5% ATB

PO	A	B	C	D	L1	L2	L3	L4	L5	L6
Years	0 - 3	4 - 6	7 - 9	10 - 12	13 - 15	16 - 18	19 - 21	22 - 24	25 - 27	28+
4	70,308	73,128	76,008	79,008	82,284	85,464	88,884	92,532	96,480	100,428
	5,859	6,094	6,334	6,584	6,857	7,122	7,407	7,711	8,040	8,369
	33.80	35.16	36.54	37.98	39.56	41.09	42.73	44.49	46.38	48.28
5	76,008	76,008	79,008	82,284	85,464	88,884	92,532	96,480	100,428	104,508
	6,334	6,334	6,584	6,857	7,122	7,407	7,711	8,040	8,369	8,709
	36.54	36.54	37.98	39.56	41.09	42.73	44.49	46.38	48.28	50.24
7	79,008	82,284	85,464	88,884	96,480	100,428	104,508	108,996	113,748	118,680
	6,584	6,857	7,122	7,407	8,040	8,369	8,709	9,083	9,479	9,890
	37.98	39.56	41.09	42.73	46.38	48.28	50.24	52.40	54.69	57.06
9	85,464	88,884	92,532	96,480	100,428	104,508	108,996	113,748	118,680	123,780
	7,122	7,407	7,711	8,040	8,369	8,709	9,083	9,479	9,890	10,315
	41.09	42.73	44.49	46.38	48.28	50.24	52.40	54.69	57.06	59.51
11	92,532	96,480	100,428	104,508	108,996	113,748	118,680	123,780	129,264	134,868
	7,711	8,040	8,369	8,709	9,083	9,479	9,890	10,315	10,772	11,239
	44.49	46.38	48.28	50.24	52.40	54.69	57.06	59.51	62.15	64.84
13	100,428	104,508	108,996	113,748	118,680	123,780	129,264	134,868	140,928	147,084
	8,369	8,709	9,083	9,479	9,890	10,315	10,772	11,239	11,744	12,257
	48.28	50.24	52.40	54.69	57.06	59.51	62.15	64.84	67.75	70.71
15	108,996	113,748	118,680	123,780	129,264	134,868	140,928	147,084	153,612	160,512
	9,083	9,479	9,890	10,315	10,772	11,239	11,744	12,257	12,801	13,376
	52.40	54.69	57.06	59.51	62.15	64.84	67.75	70.71	73.85	77.17

NOTES

NOTES



The more than 2,700 law enforcement officers represented by our members risk their lives every day to keep our islands safe. We say “our” because SHOPO members live in the communities they serve. SHOPO is dedicated to promoting local, state, and federal policies that protect public safety. We strive to work in partnership with community members because together, we can build stronger and safer neighborhoods.

shopohawaii.org

