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CERAMIC TILE MURAL  
PANEL 6 OF 6

KIDA NURSING HOME STRIKE  
by Jean Charlot

SECOND  
EDITION

UNITED PUBLIC WORKERS

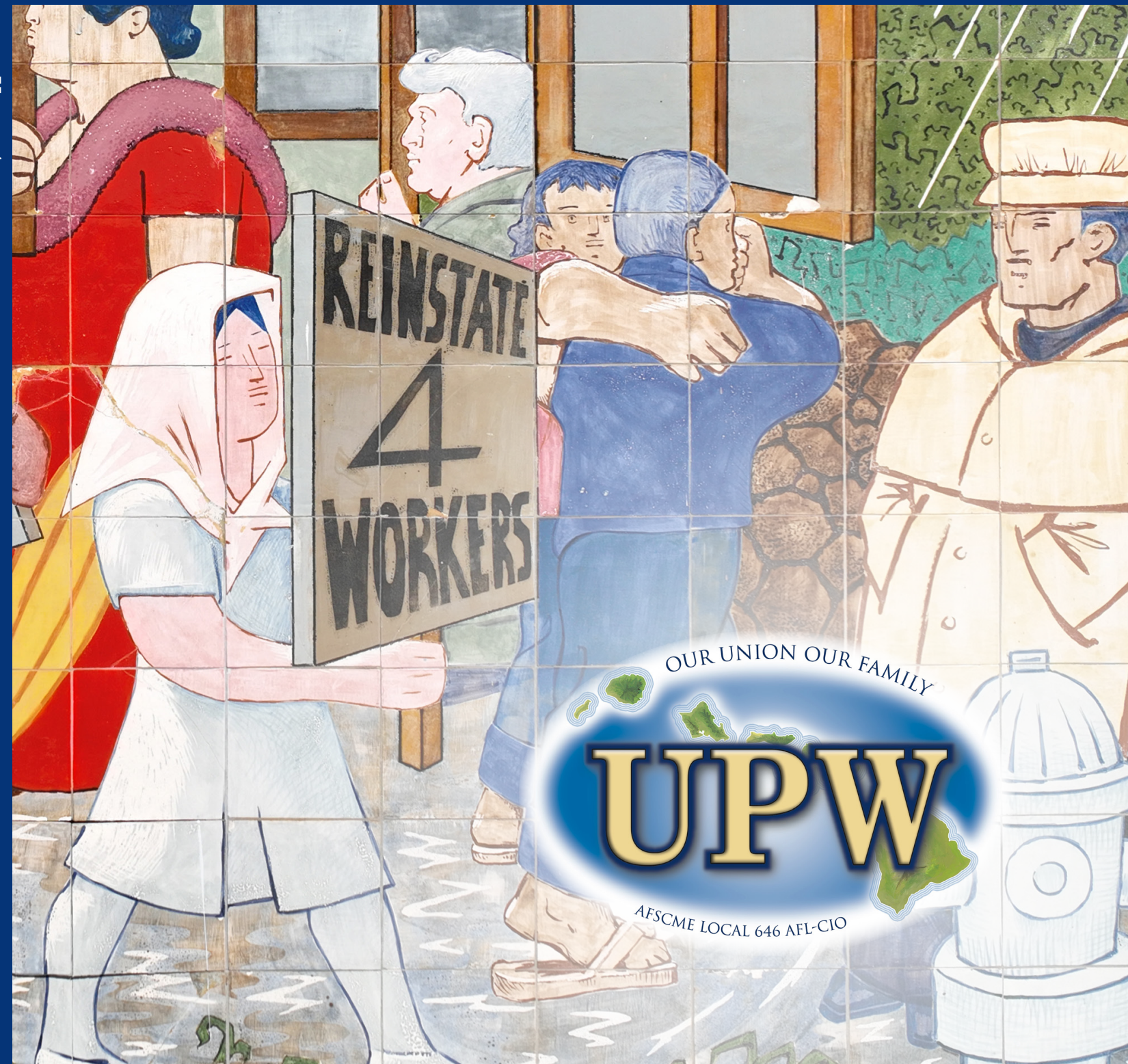
UNIT 1 AGREEMENT

JULY 1, 2021 - JUNE 30, 2025

UNIT 1 AGREEMENT

JULY 1, 2021 - JUNE 30, 2025

SECOND EDITION





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## UNIT 1 AGREEMENT - July 1, 2021 to June 30, 2025

This MEMORANDUM OF AGREEMENT by and between the STATE OF HAWAII, the JUDICIARY, the HAWAII HEALTH SYSTEMS CORPORATION, the COUNTY OF KAUAI, the COUNTY OF MAUI, the COUNTY OF HAWAII and the CITY AND COUNTY OF HONOLULU, hereafter collectively the “EMPLOYER” and the UNITED PUBLIC WORKERS, AFSCME LOCAL 646, AFL-CIO, hereafter the “UNION”, constitutes the basis of settlement of the Unit 1 Collective Bargaining Agreement reached on February 8, 2022 that is effective July 1, 2021 to and including June 30, 2025.

### JOINT MESSAGE FROM THE UNITED PUBLIC WORKERS AND THE EMPLOYER

The Union and the Employer agree to promote harmonious and cooperative employer-employee relations through collective bargaining to assure safe, effective and orderly operations of government. To this end, the Union and the Employer agree that having public employees share in the decision-making process on matters of wages, hours and other conditions of employment, while maintaining the merit principle, will promote responsive and exchange of ideas and information, thereby making government more effective.

The Union and the Employer are committed to establishing and maintaining a positive working relationship to harness and direct the energies of public employees eager to have a voice in determining their conditions to work to improve government service.

**SECTION 1. RECOGNITION.**

**1.01 EXCLUSIVE BARGAINING REPRESENTATIVE.**

The Employer recognizes the Union as the exclusive bargaining representative for those public Employees in the Blue Collar Non-Supervisory Unit.

**1.02 NEGOTIATE AND ADMINISTER.**

The Employer and the Union recognize the rights and obligations of the parties to negotiate wages, hours and other terms and conditions of employment and to administer this Agreement on behalf of covered Employees, and that such administration shall apply equally to Employees in the bargaining unit without regard to membership or non-membership in the Union.

**1.03 MEMBERSHIP OR NON-MEMBERSHIP.**

The Employer and the Union will not interfere with the right of an Employee to join or refrain from joining the Union. The Employer will make known to new Employees that they will secure no advantage or more favorable consideration or any form of privilege because of membership or non-membership in the Union.

**1.04 FURNISH AGREEMENT.**

The Employer shall furnish a copy of this Agreement to personnel not within the bargaining unit but charged with the administration of this Agreement.

**1.05 CONSULT OR MUTUAL CONSENT.**

The Employer shall consult the Union when formulating and implementing personnel policies, practices and any matter affecting working conditions. No changes in wages, hours or other conditions of work contained herein may be made except by mutual consent.

**1.06 RELEVANT PERSONNEL INFORMATION.**

The Employer will make available to the Union, upon request, relevant personnel information needed to chart accurately an individual Employee's personnel transactions.

**1.07 SCATTER GRAM.**

The Employer shall provide to the Union a scatter gram reflecting Employee distribution on the salary schedule as of July 15th of each year. The scatter gram will show the number of Employees in each pay grade and basic rate of pay of the salary schedule.

**SECTION 2. UNION SECURITY.**

**2.01 EMPLOYEES.**

Employees covered by this Agreement may choose either to become a member of the Union or not to become a member of the Union. An Employee who chooses

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not to become a member is required to have deducted an amount equivalent to the regular dues from the payroll.

**2.02**      **NEW EMPLOYEES.**

**2.02 a.**      An Employee who is included in the bargaining unit after the date of the execution of this Agreement shall be furnished a copy of this Agreement together with any materials that may be furnished by the Union outlining its collective bargaining services and membership information to new Employees of the bargaining unit.

**2.02 b.**      The Employer shall furnish to the Union each month without cost to the Union a list of new Employees. The list shall provide the following for each Employee:

**2.02 b.1.**      Name.

**2.02 b.2.**      Social security number.

**2.02 b.3.**      Mailing address.

**2.02 b.4.**      Classification title.

**2.02 b.5.**      Position number.

**2.02 b.6.**      Pay grade.

**2.02 b.7.**      Basic rate of pay.

**2.02 b.8.**      Most recent date of continuous hire within the Employer.

**2.02 b.9.**      Employing department.

**2.03**      **SEPARATED EMPLOYEES.**

**2.03 a.**      The Employer shall furnish to the Union each month without cost to the Union a list showing the Employees who separated from the bargaining unit in the prior month.

**2.03 b.**      The list shall provide the following for each Employee:

**2.03 b.1.**      Name.

**2.03 b.2.**      Social security number.

**2.03 b.3.**      Mailing address.



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**2.03 b.4.** Classification title.

**2.03 b.5.** Position number.

**2.03 b.6.** Pay grade.

**2.03 b.7.** Basic rate of pay

**2.03 b.8.** Date of Separation.

**2.03 b.9.** Employing department.

**2.04** **REGULAR DUES.**

**2.04 a.** The Employer shall deduct regular dues from the payroll of member Employees in the bargaining unit.

**2.04 b.** The Employer shall deduct an amount equivalent to regular dues from non-member Employees in the bargaining unit as required by law.

**2.05** **OTHER DEDUCTIONS.**

The Employer, upon written authorization by an Employee or the Union, shall deduct from the payroll of the Employee the authorized amount of other Union deductions.

**2.06** **METHOD OF DEDUCTION.**

**2.06 a.** The deductions as provided in Sections 2.04 and 2.05 shall be made and transmitted to the Union on the first pay period of each month for Employees not later than five (5) days after the deductions are made by check drawn to the order of the Union.

**2.06 b.** After transmission of the check to the Union the Employer shall not be bound in any manner to see to the application of the check, nor to investigate the authority of any designated officer of the Union to sign any request, to accept any check, or to collect the same.

**2.06 c.** 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 deduction from the payroll of an Employee.

**2.06 d.** When an Employee does not receive earnings during each month sufficient to cover the deductions as provided in Sections 2.04 and 2.05, the Employer shall make the deduction to the extent possible and shall not be required to deduct the balance from any future earnings.

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**2.06 e.** When an Employee received earnings during a month to cover the deductions as provided in Sections 2.04 and 2.05 but due to an error on the part of the Employer an insufficient amount was deducted and transmitted to the Union, the Employer shall deduct the correct amount from the Employee's future earnings and transmit the deduction to the Union.

**2.07** **LIST AND COMPUTER TAPE FOR MEMBER EMPLOYEES.**

**2.07 a.** The Employer shall furnish to the Union each month without cost to the Union a list and computer tape with the deductions for member Employees.

**2.07 b.** The list and computer tape shall provide the following for each Employee:

**2.07 b.1.** Name.

**2.07 b.2.** Social security number.

**2.07 b.3.** Mailing address.

**2.07 b.4.** Classification title.

**2.07 b.5.** Position number.

**2.07 b.6.** Pay grade.

**2.07 b.7.** Basic rate of pay.

**2.07 b.8.** Most recent date of continuous hire within the Employer.

**2.07 b.9.** Employing department.

**2.07 b.10.** Deductions as provided in Sections 2.04 and 2.05.

**2.07 c.** The Union shall return the computer tape to the Employer.

**2.08** **LIST AND COMPUTER TAPE FOR NON-MEMBER EMPLOYEES.**

**2.08 a.** The Employer shall furnish to the Union each month without cost to the Union a list and computer tape with the deductions for non-member Employees.

**2.08 b.** The list and computer tape shall provide the following for each Employee:

**2.08 b.1.** Name.

**2.08 b.2.** Social security number.

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- 2.08 b.3.** Mailing address.
- 2.08 b.4.** Classification title.
- 2.08 b.5.** Position number.
- 2.08 b.6.** Pay grade.
- 2.08 b.7.** Basic rate of pay.
- 2.08 b.8.** Most recent date of continuous hire within the Employer.
- 2.08 b.9.** Employing department.
- 2.08 b.10.** Deductions as provided in Sections 2.04 and 2.05.
- 2.08 c.** The Union shall return the computer tape to the Employer.

**2.09**        **HEALTH FUND.**

- 2.09 a.**        The Hawaii Public Employees Health Fund shall furnish to the Union without cost to the Union an annual list and computer tape showing the Employer contributions paid to the Health Fund for the month of December of each year by March 1st of each year.
- 2.09 b.**        The list and computer tape shall provide the following for each Employee:
  - 2.09 b.1.**        Name.
  - 2.09 b.2.**        Social security number.
  - 2.09 b.3.**        Amount of the Employer Contributions paid to the Hawaii Public Employees Health Fund for Medical, Drug, Vision, Adult Dental, Children Dental and Life Insurance Plans as provided in Section 62.

**2.10**        **DISCLOSURE.**

- 2.10 a.**        The information received by the Union as provided in Section 2. shall be subject to the same restrictions on disclosure of information as the Employer.
- 2.10 b.**        The information provided to the Union shall be compiled from information contained in the Employer’s file.



**SECTION 3. DISCRIMINATION.**

**3.01** The Employer will not discriminate against any Employee because of lawful Union activity or lawful political activity.

**SECTION 4. RIGHT OF ACCESS TO THE EMPLOYER’S PREMISES.**

**4.01** **ACCESS AND NOTIFICATION.**

**4.01 a.** Representatives of the Union shall be permitted on the Employer’s premises during working hours for the purpose of:

**4.01 a.1.** Investigating grievances and/or;

**4.01 a.2.** Ascertaining whether or not this Agreement is being observed.

**4.01 b.** The Union representatives shall notify the appropriate supervisor of the purpose of the visit. In the event the supervisor is not present on the premises or job site, the representative may proceed.

**4.01 c.** While on the Employer’s premises or job site, the representative will not interfere with normal operations.

**4.02** **LIST.**

The Union shall provide the Employer with a list of representatives and maintain its currency.

**SECTION 5. UNION STEWARDS AND UNION REPRESENTATIVES.**

**5.01** **RECOGNITION.**

The Employer recognizes and shall work with Union stewards and representatives in all matters in this Agreement.

**5.02** **DUTIES.**

In addition to the primary responsibilities as an Employee, Union stewards are recognized as participants in maintaining meaningful Employee-Employer working relations.

**5.03** **TIME OFF.**

Stewards shall be permitted time off with pay during working hours to investigate complaints and resolve grievances that have arisen, and ascertain whether or not this Agreement is being observed within their respective work area of coverage as a steward, and attend meetings between the Employer and the Union to discuss and/or resolve complaints and grievances.

**5.04**            **MEETING.**

In the event the Employer is unable to arrange a meeting to discuss and/or resolve complaints or grievances at the steward's respective work area, the Employer shall endeavor to provide the steward with transportation to and from the meeting.

**5.05**            **NUMBER.**

**5.05 a.**            The election or appointment of Union stewards is the function of the Union provided, that the number of stewards shall be selected according to department, geographic location, work area or other subsidiary category of work location.

**5.05 b.**            The number of stewards shall be a subject of consultation between the Union and the Employer.

**5.06**            **LIST.**

The Union shall provide the Employer with a list of Union stewards and their assigned coverage and maintain its currency.

**SECTION 6. LEAVE OF ABSENCE FOR UNION BUSINESS.**

**6.01**            **UNION OFFICE.**

An Employee elected or appointed to an office in the Union will, if the office requires full-time service be given a leave of absence without pay not to exceed one (1) year. An extension may be granted for a period not to exceed twelve (12) months.

**6.02**            **CONVENTION.**

**6.02 a.**            An Employee elected or appointed to attend a State or National Union Convention shall be given a leave of absence without pay or vacation leave for the duration of the convention or conference including reasonable travel time.

**6.02 b.**            The Union shall notify the Employer in writing of the names of the affected Employees and their alternate not less than thirty (30) calendar days prior to the leave. In the event that the alternate is required to attend the convention or conference, the Union shall notify the Employer immediately.

**6.03**            **LOBBYIST.**

**6.03 a.**            An Employee appointed and registered to serve as a Union lobbyist before the State Legislature shall, upon application, be given a leave of absence without pay or vacation leave for a period not to exceed the legislative session, provided, the number of Employees serving as lobbyists shall not exceed fifteen (15) for each legislative session.

**6.03 b.** The Union shall notify the Employer in writing of the names of the affected Employees and their alternate not less than thirty (30) calendar days prior to the leave.

**SECTION 7. BULLETIN BOARDS.**

**7.01** The Employer will provide the Union with space on available bulletin boards or provide bulletin boards upon which the Union may post its official notices. The bulletin boards shall have an area properly designated by a sign that reads “UPW”.

**SECTION 8. EDUCATION AND INFORMATION MEETINGS.**

**8.01** The Union may hold informational and educational meetings four (4) times each fiscal year to be conducted by its representatives and which shall be open to all Employees in the bargaining unit.

**8.02** Meetings shall be held during working hours, and the Employer shall permit its Employees not more than two (2) hours off with pay to attend the meetings.

**8.03** The Union shall give written notice to the Employer at least ten (10) working days prior to the date of the meetings, and the Employer shall approve the date for the meetings provided that they do not unduly interfere with the normal operations of the Employer. The Union shall be responsible for informing its members of the date(s), time(s), and location(s) of the meetings. The Employer shall be responsible for notifying supervisors of authorization to release Employees, as operations permit, to attend a meeting.

**8.04** Meetings may include multiple sessions in order to accommodate Employees in the bargaining unit.

**8.05** Unless a meeting site is provided by the Union, the Employer shall provide meeting sites as available.

**8.06** In addition to the foregoing meetings, additional meetings may be held by mutual agreement between the Union and the Employer.

**8.07** The Employer will provide the Union with a list of its authorized representatives and maintain its currency.

**8.08** Representatives of the Union shall be invited to attend an orientation meeting held by the Employer during working hours for new Employees and shall be allowed up to thirty (30) minutes to address the Employees at the meeting.



**SECTION 9. RIGHTS OF THE EMPLOYER.**

**9.01** The Employer reserves and retains, solely and exclusively, all management rights, powers and authority, including the right of management to manage, control and direct its work forces and operations except those as may be granted under this Agreement.

**SECTION 10. NO STRIKE OR LOCKOUT.**

**10.01** For the duration of this Agreement the Union or Employees of the bargaining unit will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer.

**10.02** For the duration of this Agreement, the Employer will not lockout its Employees.

**SECTION 11. DISCIPLINE.**

**11.01** **PROCESS.**

**11.01 a.** A regular Employee shall be subject to discipline by the Employer for just and proper cause.

**11.01 b.** An Employee who is disciplined, and the Union shall be furnished the specific reason(s) for the discipline in writing on or before the effective date of the discipline except where the discipline is in the form of an oral warning or reprimand. However, if the oral warning or reprimand is documented or recorded for future use by the Employer to determine future discipline the Employee who is disciplined shall be furnished the specific reason(s) for the oral warning or reprimand in writing.

**11.01 c.** When an Employee is orally warned or reprimanded for disciplinary purposes, it shall be done discreetly to avoid embarrassment to the Employee.

**11.01 d.** In the event the need to impose discipline other than an oral warning or reprimand is immediate, the Employee and the Union shall be furnished the reason(s) in writing within forty-eight (48) hours after the disciplinary action is taken.

**11.01 e.** Written notifications of disciplinary actions involving suspension and discharge shall include the following:

**11.01 e.1.** Effective dates of the penalties to be imposed and

**11.01 e.2.** Details of the specific reasons.

**11.01 f.** An Employee who is discharged shall be granted an opportunity to respond to the charges prior to the effective date of discharge.

**11.02** **MEETING.**

**11.02 a.** In the event that an Employee is scheduled in advance by the Employer to meet to answer questions, the Employee shall be informed of the purpose of the meeting.

**11.02 b.** When the subject of the meeting is on a job related incident and the Employee reasonably feels that disciplinary action may result from the meeting, the Employee may request that a Union representative or steward be present in the meeting.

**11.02 c.** The Employee shall be credited with work time in the event the meeting is held on non-work hours.

**SECTION 11A.LEAVE PENDING INVESTIGATION OF CHARGES.**

**11A.01** **INVESTIGATION.**

When an investigation of charges against an Employee is pending and the Employee's presence at the workplace is deemed to be detrimental to the conduct of the investigation or the operations of the workplace, the Employer may place the Employee on a leave of absence without pay pending investigation as follows:

**11A.01 a.** The Employee, who is placed on a leave of absence without pay pending investigation, and the Union shall be given written notice within forty-eight (48) hours after the action is taken.

**11A.01 b.** The written notice shall include the specific reason(s) for placing the Employee on leave of absence without pay pending investigation, available facts supporting the reason(s), and the effective date of the leave of absence without pay pending investigation.

**11A.01 c.** The leave of absence without pay pending investigation shall be for the length of time necessary to conclude the investigation, but not exceeding thirty (30) days. in the event the investigation exceeds thirty (30) days, the Employer may exercise its options as provided in Section 11A.02.

**11A.01 d.** After the investigation ends, the Employee who has been placed on leave of absence without pay pending investigation shall be reinstated without loss of pay and all rights and benefits will be restored as though the Employee had not been on leave of absence without pay pending investigation if the Employee is cleared by the investigation or the charge is dropped or not substantiated.

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**11A.01 e.** In the event, the Employee is suspended the Employer may consider applying any portion of the leave of absence without pay pending investigation towards fulfilling, in whole or in part, the suspension.

**11A.01 f.** 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.

**11A.02** **OPTIONS.**

**11A.02 a.** Whenever an investigation of charges against an Employee is pending, the Employer shall have the option to:

**11A.02 a.1.** Retain the Employee at work,

**11A.02 a.2.** Place the Employee on leave of absence with pay,

**11A.02 a.3.** Return the Employee to work from the leave without pay pending investigation, or

**11A.02 a.4.** Reassign the Employee to a temporary workplace in the same or different position.

**11A.02 b.** The decision of the Employer shall be for the length of time necessary to conclude the investigation.

**SECTION 12. LAYOFF.**

**12.01** All personnel actions under Section 12. shall be restricted to Employees of Bargaining Unit 1 and shall be confined to the Employer in which the layoff occurs.

**12.02** **FIRST NOTICE.**

**12.02 a.** When there is an impending layoff because of lack of work, need, or funds, the Employer shall inform the affected Employee and the Union of this in writing as soon as possible but in any case at least ninety (90) calendar days before the impending layoff will take place.

**12.02 b.** After receipt of notification, the Union may request a meeting with the Employer to discuss the Employer's reason(s) and plan(s) for layoff.

**12.03** **RETENTION POINTS.**



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**12.03 a.** To determine the displacement of another Employee, retention points shall be computed on the basis of one (1) point for each full month of civil service employment in the applicable Employer except that the service time of classes of Employees whose functions are transferred from one Employer to another Employer through action of the Legislature shall be credited with retention points.

**12.03 b.** Prior services which may have been interrupted by resignation or separation from service shall be creditable.

**12.03 c.** A fraction of a month of service shall be used to break “ties”.

**12.03 d.** Service rendered up to the end of the month prior to the month in which the layoff notice is given will be included in the computation.

**12.03 e.** The following periods of leaves of absence without pay are creditable for computing retention points:

**12.03 e.1.** Education;

**12.03 e.2.** Employment with the legislature;

**12.03 e.3.** Loan to other governments;

**12.03 e.4.** Research;

**12.03 e.5.** Industrial injury;

**12.03 e.6.** United States military service; and

**12.03 e.7.** Temporary service in a duly recognized government Employee organization.

**12.04** **WAIVER OF DISPLACEMENT RIGHTS.**

The Employee affected by layoff may waive displacement rights, thereby limiting placement to vacant positions.

**12.05** **CONDITIONS FOR PLACEMENT.**

**12.05 a.** The Employee must meet the minimum qualification requirements of the class of the position in which the Employee is to be placed.

**12.05 b.** The Employee is a regular civil service Employee of the Employer.

**12.05 c.** The Employee shall have priority for placement in the vacant position to which the Employee is referred to as provided in Section 12.

**12.05 d.** The Employee shall be referred for placement in a position on the basis of the Employee's indication of the geographic location(s) (island and district) and the minimum basic rate of pay, not higher than the Employee's present basic rate of pay, that the Employee will accept.

**12.05 e.** The Employee shall be entitled to only one referral for placement in a position which is in accordance with the terms the Employee specified as provided in Section 12.05 d. If the Employee fails to accept the offer of employment in the position, the Employee's employment shall end on the abolishment date of the position or the date of the displacement, and the Employee's name shall be placed on the recall list.

**12.06** **PLACEMENTS AND LAYOFF WITHIN THE EMPLOYING DEPARTMENT.**

**12.06 a.** The Employer shall exhaust all possibilities in placing the Employee in another position in the Employee's department before an Employer-wide layoff action will be effectuated.

**12.06 b.** When there is no appropriate vacant position in which the Employee may be placed, the Employer shall follow the order provided in Section 12.06 and in accordance with the Employee's indication of availability, in determining which Employee within the Employee's department the Employee shall displace.

**12.06 b.1.** A non-regular Employee in the same class. Where there is more than one (1) Employee, layoff will be:

**12.06 b.1.a)** First, of an Employee serving an emergency appointment;

**12.06 b.1.b)** Second, temporary appointment outside the list;

**12.06 b.1.c)** Third, provisional appointment Employee;

**12.06 b.1.d)** Fourth, a limited-term appointment Employee;

**12.06 b.1.e)** Fifth, a probationary appointment Employee.

**12.06 b.2.** A non-regular Employee who occupies a position in a related class within the same pay range.

**12.06 b.3.** A regular Employee with less than twenty-four (24) retention points occupying a position in the same class and has less retention points.

**12.06 b.4.** A regular Employee with less than twenty-four (24) retention points occupying a position in a related class within the same pay range and has less retention points.

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**12.06 b.5.** A non-regular Employee who occupies the position in a class of a lower pay range in the same series.

**12.06 b.6.** A non-regular Employee who occupies a position in a class at a lower pay range in a related series.

**12.06 b.7.** A regular Employee with less than twenty-four (24) retention points who occupies a position in a class assigned to a lower pay range in the same series and has less retention points.

**12.06 b.8.** A regular Employee with less than twenty-four (24) retention points who occupies a position in a class assigned to a lower pay range in a related series and has less retention points.

**12.07** **SECOND NOTICE.**

**12.07 a.** In the event that the Employee cannot be placed in the Employee's department, the Employer shall notify the Employee in writing of this and the impending layoff at least thirty (30) calendar days prior to the layoff.

**12.07 b.** The Employer shall effectuate an Employer-wide layoff if the Employee has at least twenty-four (24) retention points and is a regular Employee.

**12.08** **EMPLOYER-WIDE LAYOFF.**

**12.08 a.** An Employer-wide layoff will be effectuated only for an Employee who has not been referred for placement or cannot be placed in an appropriate position within the Employee's department, and if the Employee is a regular Employee with the Employer with at least twenty-four (24) retention points.

**12.08 b.** A regular Employee with less than twenty-four (24) retention points will have retention rights only within the department in which the Employee is employed.

**12.08 c.** The Employee affected by layoff shall be referred for placement in another position on the basis of the Employee's indication of the geographic location(s) (island and district) and the minimum basic rate of pay not higher than the Employee's present basic rate of pay that the Employee will accept.

**12.08 d.** In an Employer-wide layoff, the following order shall be followed in the placement of an Employee.

**12.08 d.1.** A non-regular Employee in the same class. Where there is more than one (1) Employee, layoff will be:

**12.08 d.1.a)** First, of an Employee serving an emergency appointment;

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- 12.08 d.1.b)** Second, temporary appointment outside the list;
- 12.08 d.1.c)** Third, provisional appointment Employee;
- 12.08 d.1.d)** Fourth, a limited-term appointment Employee;
- 12.08 d.1.e)** Fifth, a probational appointment Employee.
  
- 12.08 d.2.** A non-regular Employee who occupies a position in a related class within the same pay range.
  
- 12.08 d.3.** A regular Employee who occupies a position in the same class and has less retention points.
  
- 12.08 d.4.** A regular Employee who occupies a position in a related class within the same pay range and has less retention points.
  
- 12.08 d.5.** A non-regular Employee who occupies a position in a class of a lower pay range in the same series.
  
- 12.08 d.6.** A non-regular Employee who occupies a position in a class at a lower pay range in a related series.
  
- 12.08 d.7.** A regular Employee who occupies a position in a class assigned to a lower pay range in the same series and has less retention points.
  
- 12.08 d.8.** A regular Employee who occupies a position in a class assigned to a lower pay range in a related series and has less retention points.
  
- 12.09** When the Employee cannot be placed in another position, the Employee will be laid off, and placed on the recall list.

**SECTION 13. PLACEMENT OF LAID OFF EMPLOYEE ON THE RECALL LIST.**

- 13.01** All personnel actions under Section 13. shall be restricted to Employees of Bargaining Unit 1 and shall be confined to the Employer in which the Employee was employed.
  
- 13.02** **PLACEMENT.**
  
- 13.02 a.** Employees shall meet the following conditions to be eligible for placement on the appropriate recall list.
  
- 13.02 a.1.** The Employee was a regular Employee.

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- 13.02 a.2.** The Employee must have been a satisfactory Employee as shown by records of the Employer.
- 13.02 a.3.** The Employee was laid off because of lack of work, need or lack of funds.
- 13.02 b.** The Employee may be placed on the recall list for a maximum period of three (3) years from the date employment ended.
- 13.02 c.** The period which an Employee spends in a hospital, settlement or place within the State undergoing treatment for Hansen’s disease or tuberculosis shall be excluded in computing the three (3) year period.

**13.03** **RANKS ON THE RECALL LISTS.**

- 13.03 a.** Employees shall be ranked on the appropriate recall list on the basis of retention points.
- 13.03 b.** The Employee with the highest retention points shall be ranked number one (1), the next highest, number two (2), etc.
- 13.03 c.** The computation of retention points shall be made as provided in Section 12.

**13.04** **REMOVAL FROM RECALL LIST.**

An Employee may be removed from the recall list for the following reasons:

- 13.04 a.** The Employee is no longer able to work satisfactorily.
- 13.04 b.** The Employee was appointed to a permanent position from the appropriate recall list.
- 13.04 c.** The three (3) year eligibility period expires.
- 13.04 d.** The Employee fails to respond within a period of ten (10) days to a written inquiry sent to the address provided by the Employee.
- 13.04 e.** Withdrawal by the Employee.
- 13.04 f.** Refusal of two (2) offers of employment under conditions that the Employee had previously indicated he would accept.
- 13.04 g.** The Employee fails to report to duty after appointment within the time prescribed by the Employer unless good cause is shown.

**SECTION 14. PRIOR RIGHTS, BENEFITS AND PERQUISITES.**

**14.01** Nothing in this Agreement shall be construed as abridging, amending or waiving any rights, benefits or perquisites presently covered by constitutions, statutes or rules and regulations that Employees have enjoyed heretofore, except as expressly superseded by this Agreement.

**14.01 a.** The Employer retains the right to modify or terminate the furnishing of perquisites after consulting with the Union prior to modifying or terminating the perquisites.

**14.01 b.** When the Employer takes action and the Employee or the Union believes that the reason(s) for the change is unjust the disagreement may be processed through Section 15.

**SECTION 15. GRIEVANCE PROCEDURE.**

**15.01** **PROCESS.**

A grievance that arises out of alleged Employer violation, misinterpretation, or misapplication of this Agreement, its attachments, exhibits, and appendices shall be resolved as provided in Section 15.

**15.02** **DEFINITION.**

The term grievance shall mean a complaint filed by a bargaining unit Employee, or by the Union, alleging a violation, misinterpretation, or misapplication of a specific section of this Agreement occurring after its effective date.

**15.03** **GRIEVANCE WITHOUT UNION REPRESENTATION.**

**15.03 a.** An Employee may process a grievance and have the grievance heard without representation by the Union except as provided in Section 15.18.

**15.03 b.** No meeting shall be held to discuss the grievance without first making an attempt to arrange a mutually acceptable meeting time with the grieving party and the Union, provided that the meeting shall be held within the time limits as provided in Section 15.

**15.03 c.** No resolution of a grievance filed as provided in Section 15.03 shall be made at any step of the grievance procedure which is inconsistent with this Agreement.

**15.04** **CLASS GRIEVANCE.**

A class grievance may be filed at Step 2 by mutual agreement between the Union and the Employer or the Employer's designee within the time limits in Section 15.11.

**15.05** **REQUIREMENTS.**

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**15.05 a.** A grievance not filed as provided in Section 15. need not be considered by the Employer.

**15.05 b.** By mutual agreement between the Union and the Employer any requirement of Section 15. may be waived.

**15.06** **FAILURE TO RESPOND.**  
In the event the Employer fails to respond within the time limits of any step of Section 15. the grievance may be appealed to the next step.

**15.07** **INFORMAL RESOLUTION.**  
A grievance shall, whenever possible, be discussed and resolved informally between the grieving party and/or the Union with the immediate supervisor.

**15.08** **MEETING.**  
By verbal request, the grieving party and/or the Union representative shall be provided an opportunity to meet in Steps 1 and 2 in an attempt to resolve the grievance.

**15.09** **INFORMATION.**  
The Employer shall provide all information in the possession of the Employer which is needed by the grieving party and/or the Union to investigate and/or process a grievance as follows:

**15.09 a.** Photocopy and give the material requested to the grieving party and/or the Union within seven (7) calendar days of the request; or

**15.09 b.** Make the material requested available to the grieving party and/or the Union within seven (7) calendar days of the request for the purpose of photocopying or review for five (5) calendar days on the condition that the grieving party and/or the Union agrees to sign Exhibit 15.09 and be responsible for the material until it is returned.

**15.10** **FORMAL GRIEVANCE.**  
In the event the grievance is not satisfactorily resolved on an informal basis, the grieving party and/or the Union may file a formal grievance by completing the grievance form provided by the Union.

**15.11** **STEP 1 GRIEVANCE.**  
The grievance shall be filed with the department head or the department head's designee in writing as follows:

**15.11 a.** Within eighteen (18) calendar days after the occurrence of the alleged violation. The term "after the occurrence of the alleged violation" as provided in Section 15.11 a. shall mean:



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- 15.11 a.1.** Discharge: Eighteen (18) calendar days after the effective date of the discharge.
- 15.11 a.2.** Suspension: Eighteen (18) calendar days after the last day of the suspension.
- 15.11 a.3.** Other Disciplinary Actions: Eighteen (18) calendar days after the effective date of the discipline.
- 15.11 a.4.** Other Alleged Violation(s): Eighteen (18) calendar days after the alleged violation(s) occurred unless the violation(s) are continuing as provided in Section 15.11 b.
- 15.11 b.** Within eighteen (18) calendar days after the alleged violation first became known to the Employee or the Union if the Employee did not know of the alleged violation if it is a continuing violation.
- 15.11 c.** Within eighteen (18) calendar days after the alleged violation is discovered by the grieving party and/or the Union if it is a payroll computational error.
- 15.12** **STEP 1 DECISION.**  
The decision of the department head or the department head’s designee shall be in writing and shall be transmitted to the grieving party and/or the Union within thirteen (13) calendar days after receipt of the grievance.
- 15.13** **STEP 2 APPEAL OR GRIEVANCE.**
- 15.13 a.** In the event the grievance is not resolved in Step 1, the grieving party and/or the Union may file a letter of appeal with the Employer or the Employer’s designee specifying the reasons for the appeal together with a copy of the grievance and a copy of the Step 1 decision within nine (9) calendar days after receipt of the Step 1 decision.
- 15.13 b.** In the event a grievance is filed at Step 2 as provided in Section 15.04, the grievance shall be filed as provided in Section 15.11 except that the grievance shall be filed with the Employer or the Employer’s designee instead of the department head or the department head’s designee.
- 15.14** **DIFFERENT ALLEGATIONS.**  
The Employer or the Employer’s designee need not consider a Step 2 grievance which encompasses different allegations than those alleged in Step 1.
- 15.15** **STEP 2 DECISION.**  
The decision of the Employer or the Employer’s designee shall be in writing and transmitted to the grieving party and/or the Union within nine (9) calendar days after receipt of the appeal.
- 15.16** **STEP 3 ARBITRATION.**

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In the event the grievance is not resolved in Step 2, and the Union desires to submit the grievance to arbitration, the Union shall notify the Employer within thirty (30) calendar days after receipt of the Step 2 decision.

**15.17**      **SELECTION OF THE ARBITRATOR.**

Within fourteen (14) calendar days after the notice of arbitration, the parties shall select an Arbitrator as follows:

**15.17 a.**      By mutual agreement from names suggested by the parties.

**15.17 b.**      In the event the parties fail to select an Arbitrator by mutual agreement either party shall request a list of five (5) names from the Hawaii Labor Relations Board from which the Arbitrator shall be selected as follows:

**15.17 b.1.**      The Union and the Employer by lot shall determine who shall have first choice in deleting a name from the list of Arbitrators.

**15.17 b.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.

**15.18**      **ISSUES TO BE ARBITRATED.**

**15.18 a.**      Within five (5) calendar days after the Arbitrator has been selected each party may submit a statement of its view as to the issue(s) to the Arbitrator with a copy to the other party.

**15.18 b.**      The Arbitrator shall determine the issue(s) at the hearing.

**15.18 c.**      The date, time and place of the hearing fixed by the Arbitrator shall be within twenty (20) calendar days from the selection of the Arbitrator.

**15.19**      **ARBITRABILITY.**

**15.19 a.**      A grievance may not be arbitrated unless it involves an alleged violation, misinterpretation, or misapplication of a specific section of this Agreement.

**15.19 b.**      In the event the Employer disputes the arbitrability of a grievance the Arbitrator shall determine whether the grievance is arbitrable prior to or after hearing the merits of the grievance. If the Arbitrator decides the grievance is not arbitrable, the grievance shall be referred back to the parties without decision or recommendation on its merits.

**15.20**      **AWARD.**

**15.20 a.**      The Arbitrator shall render the award in writing no later than thirty (30) calendar days after the conclusion of the hearing(s) and submission of briefs provided,

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however, the submission of briefs may be waived by mutual agreement between the Union and the Employer.

**15.20 b.** The award of the Arbitrator shall be final and binding provided, the award is within the scope of the Arbitrator’s authority as described as follows:

**15.20 b.1.** The Arbitrator shall not have the power to add to, subtract from, disregard, alter, or modify any of the sections of this Agreement.

**15.20 b.2.** The Arbitrator shall be limited to deciding whether the Employer has violated, misinterpreted, or misapplied any of the sections of this Agreement.

**15.20 b.3.** A matter that is not specifically set forth in this Agreement shall not be subject to arbitration.

**15.20 b.4.** The Arbitrator shall not consider allegations which have not been alleged in Steps 1 and 2.

**15.21** **FEES.**  
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.

**15.22** **TIME OFF TO TESTIFY.**  
The Grievant and Employees shall be permitted time off with pay to testify in grievance meetings and arbitration hearings.

**EXHIBIT 15.09**

**RELEASE OF INFORMATION**

1. The following document(s) has (have) been provided to the United Public Workers for copying as provided in Section 15.09:

2. Description of Document(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Approximate number of pages: \_\_\_\_\_

4. Date information released: \_\_\_\_\_

5. Name of person releasing information: \_\_\_\_\_

6. Name of person accepting information: \_\_\_\_\_

7. Date information returned: \_\_\_\_\_

8. Name of person returning information: \_\_\_\_\_

9. Name of person accepting information: \_\_\_\_\_

**SECTION 15A. GRIEVANCE PROCEDURE RELATING TO ADVERSE ACTION FOR FAILURE TO MEET PERFORMANCE REQUIREMENTS**

**15A.01**      **PROCESS.**

This grievance procedure shall be used whenever the Employer takes an adverse action against an Employee for failure to meet the performance requirements of the Employee’s position. Only Employees in a civil service position who have successfully completed an initial probationary period shall be allowed to process a grievance relating to an adverse action for failure to meet performance requirements (See HRS 76-11, 76-27).

**15A.02**      **DEFINITIONS.**

**15A.02.a.**      The term “performance requirements” shall include any qualification requirements for an employee’s position, including licenses.

**15A.02.b.**      The term “adverse action” as used in Section 15A.01 means a discharge or involuntary separation from service, an involuntary demotion, an involuntary transfer, a suspension without pay, or an involuntary reallocation downward because of substandard performance. The term “adverse action” does not include notices to improve performance, placement on a performance improvement period, or a return to an Employee’s former position or comparable position whenever an Employee fails to successfully complete a new probationary period.

**15A.03**      **GRIEVANCE WITHOUT UNION REPRESENTATION.**

**15A.03.a.**      An Employee may process a grievance and have the grievance heard without representation by the Union except as provided in Section 15A.15.

**15A.03.b.**      No meeting shall be held to discuss the grievance without first making an attempt to arrange a mutually acceptable meeting time with the grieving party and the Union, provided that the meeting shall be held within the time limits as provided in Section 15A.

**15A.03.c.**      No resolution of a grievance filed as provided in Section 15A.03 shall be made at any step of the grievance procedure which is inconsistent with this Agreement.

**15A.04**      **REQUIREMENTS.**

**15A.04.a.**      A grievance not filed as provided in Section 15A. need not be considered by the Employer or Employer’s designee.

**15A.04.b.**      By mutual agreement between the Union and the Employer or Employer’s designee any requirement of Section 15A. may be waived.

**15A.05**      **FAILURE TO RESPOND.**

In the event the Employer fails to respond within the time limits of any step of Section 15A. the grievance may be appealed to the next step.

**15A.06**      **INFORMAL RESOLUTION.**

A grievance shall, whenever possible, be discussed and resolved informally between the grieving party and/or the Union with the immediate supervisor.

**15A.07**      **MEETING.**

The grieving party and/or the Union representative shall contact the Department Head or Department Head's designee and schedule a meeting at Step 1 within thirteen (13) calendar days after the date the Step 1 grievance is filed. A Step 2 appeal shall not be filed without first meeting at Step 1. In the event a Step 2 appeal or grievance is filed, the grieving party and/or the Union representative shall contact the Employer or the Employer's designee and schedule a meeting at Step 2 within thirteen (13) calendar days after the date the Step 2 appeal or grievance is filed.

**15A.08**      **INFORMATION.**

The Employer or Employer's designee shall provide all information in the possession of the Employer which is needed by the grieving party and/or the Union to investigate and/or process a grievance as follows:

**15A.08 a.**      Photocopy and give the material requested to the grieving party and/or the Union within fourteen (14) calendar days of the request; or

**15A.08 b.**      Make the material requested available to the grieving party and/or the Union within fourteen (14) calendar days of the request for the purpose of photocopying or review for five (5) calendar days on the condition that the grieving party and/or the Union agrees to sign Exhibit 15.09 and be responsible for the material until it is returned.

**15A.09**      **FORMAL GRIEVANCE.**

In the event the grievance is not satisfactorily resolved on an informal basis, the grieving party and/or the Union may file a formal grievance by completing the grievance form provided by the Union.

**15A.10**      **STEP 1 GRIEVANCE.**

The grievance shall be filed with the department head or the department head's designee in writing within eighteen (18) calendar days after the effective date of the adverse action for failure to meet performance requirements.

**15A.11**      **STEP 1 DECISION.**

The decision of the department head or department head's designee shall be in writing and shall be transmitted to the grieving party and/or the Union within thirteen (13) calendar days after the date of the meeting at Step 1.

**15A.12**      **STEP 2 APPEAL OR GRIEVANCE.**

In the event the grievance is not resolved in Step 1, the grieving party and/or the Union may file a letter of appeal with the Employer or the Employer's designee specifying the reasons for the appeal together with a copy of the grievance and a copy of the Step 1 decision within nine (9) calendar days after receipt of the Step 1 decision.

**15A.13**      **DIFFERENT ALLEGATIONS.**

The Employer or Employer's designee need not consider a Step 2 grievance which encompasses different allegations than those alleged in Step 1.

**15A.14**      **STEP 2 DECISION.**

The decision of the Employer or Employer's designee shall be in writing and transmitted to the grieving party and/or the Union within nine (9) calendar days after the date of the meeting at Step 2.

**15A.15**      **STEP 3 PERFORMANCE JUDGE.**

In the event a grievance is not resolved in Step 2, and the Union desires to submit the grievance to a Performance Judge, the Union shall notify the Employer within thirty (30) calendar days after the receipt of the Step 2 decision. Selection of a Performance Judge shall be done following Section 15A.16.

- 1) Any grievance for which the Employer maintains that the adverse action against an employee was for a failure to meet the performance requirements of the employee's position must be processed in accordance with Section 15A.
- 2) Notwithstanding 1), if the Union alleges that the adverse action was not due to a failure to meet performance requirements but for disciplinary reasons without just and proper cause, the Performance Judge shall first proceed with a determination on the merits of the Employer's action under Section 15A.19.



If the Performance Judge determines that the adverse action may be based on reasons other than a failure to meet performance requirements, the Performance Judge shall then determine, based on appropriate standards of review, whether the disciplinary action was with or without proper cause and render a final and binding decision.

**15A.16**      **PERFORMANCE JUDGE.**

The Performance Judge shall be a neutral third party selected from a list of individuals whom the Employer or Employer's designee and the Union have mutually agreed are eligible to serve as a Performance Judge for the duration of this Agreement.

**15A.16.a.**      **ESTABLISHMENT OF THE PERFORMANCE JUDGE LIST.**

**15A.16.a.1.**      The Employer or the Employer's designee and the Union shall establish a Performance Judge list of a mutually agreed upon number of individuals, not less than four (4) but not more than ten (10) individuals within thirty (30) calendar days after the effective date of this Agreement. The individuals on the Performance Judge list shall be mutually agreed to by the Employer and the Union.

**15A.16.a.2.**      In the event the Employer and the Union fail to mutually agree as to the individuals who will be on the Performance Judge list, the list shall be established as follows:

**15A.16.a.2.a.**      The Employer and the Union shall each submit the names of individuals eligible to serve as Performance Judges, in accordance with the number of individuals agreed to in Section 15A.16a. For example, if the agreed upon number of individuals is six (6), each party shall submit six (6) names.

**15A.16.a.2.b.**      The Employer and the Union shall, by lot, determine who shall have first choice in deleting a name from the list. Subsequent deletions shall be made by striking names from the list on an alternating basis until the agreed upon number of names remain. The remaining names shall constitute the Performance Judge list (In our example, the remaining six names would constitute the Performance Judge list).

**15A.16.b.**      **SELECTION OF THE PERFORMANCE JUDGE.**

The Union and the Employer or Employer's designee shall select a Performance Judge within fourteen (14) calendar days after the notice of intent to proceed to the Performance Judge as follows:

**15A.16.b.1.**      From the list of Performance Judges by mutual agreement.

**15A.16.b.2.** In the event the Employer or Employer’s designee and the Union fail to select a Performance Judge by mutual agreement, the Performance Judge shall be selected as follows:

**15A.16.b.2.a.** The Union and the Employer or Employer’s designee by lot shall determine by lot who shall have first choice in deleting a name from the list of Performance Judges.

**15A.16.b.2.b.** Subsequent deletions shall be made by striking names from the list on an alternating basis, and the remaining name shall be designated the Performance Judge.

**15A.17**      **ISSUES TO BE PRESENTED TO THE PERFORMANCE JUDGE.**

**15A.17.a.** Within five (5) calendar days after the Performance Judge has been selected each party may submit a statement of its view as to the issue(s) to the Performance Judge with a copy to the other party.

**15A.17.b.** The Performance Judge shall determine the issue(s) at the hearing.

**15A.17.c.** The hearing shall commence within a reasonable period of time after the selection of the Performance Judge. If the hearing has not commenced within one hundred twenty (120) calendar days after the selection of the Performance Judge, the parties may mutually agree to an extension for a period of time not to exceed thirty (30) calendar days.

**15A.18**      **JURISDICTION.**

**15A.18.a.** A grievance may not be heard under this procedure unless it involves an adverse action for failure to meet performance requirements.

**15A.18.b.** In the event the Employer disputes the Performance Judge’s jurisdiction over the grievance, the Performance Judge shall determine whether the grievance is properly before the Performance Judge prior to or after hearing the merits of the grievance. If the Performance Judge decides the grievance is not a proper subject under the Performance Judge’s jurisdiction, the grievance shall be referred back to the parties without decision or recommendation on its merits.

**15A.19**      **AWARD.**

**15A.19.a.** The Performance Judge shall render the award in writing no later than thirty (30) calendar days after the conclusion of the hearing(s) and submission of briefs provided, however, the submission of briefs may be waived by mutual agreement between the Union and the Employer.

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- 15A.19.b.** The award of the Performance Judge shall be final and binding provided, the award is within the scope of the Performance Judge’s authority as described below:
- 15A.19.b.1.** The Performance Judge shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- 15A.19.b.2.** The Performance Judge’s authority shall be limited to deciding whether the Employer’s action meets the conditions prescribed below in reaching a decision:
- 15A.19.b.2.a)** The evaluation process and its consequences were discussed with the Employee.
- 15A.19.b.2.b)** The Employee was made aware of the Employee's current job description and job-related performance requirements.
- 15A.19.b.2.c)** The 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.
- 15A.19.b.2.d)** The evaluation was fair and objective.
- 15A.19.b.2.e)** 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.
- 15A.19.b.2.f)** The evaluation was applied without discrimination.
- 15A.19.b.2.g)** Prior to the end of the evaluation period that the Employee is being considered for discharge due to failure to meet performance requirements the feasibility of transferring or demoting the Employee to another position for which the Employee qualifies was considered. (See HRS 76-41)
- 15A.19.b.3.** If the Union alleges that the adverse action was not due to a failure to meet performance requirements but for disciplinary reasons without just and proper cause, the Performance Judges shall first proceed with a determination on the merits of the Employer’s action under Section 15A.19. If the Performance Judge determines that the adverse action may be based on reasons other than a failure to meet performance requirements, the Performance Judge shall then determine, based on appropriate standards of review, whether the disciplinary action was with or without proper cause and render a final and binding decision.
- 15A.19.c.** The Performance Judge shall not consider any alleged violations or charges other than those presented at Steps 1 and 2.

**15A.20.**      **FEES.**

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. Each party will pay the cost of presenting its own case and the cost of any transcript that it requests.

**15A.21.**      **TIME OFF TO TESTIFY.**

The grieving party and Employees shall be permitted time off with pay to testify in grievance meetings and Performance Judge hearings.

**EXHIBIT 15A.08**

**RELEASE OF INFORMATION**

1. The following document(s) has (have) been provided to the United Public Workers for copying as provided in Section 15 or Section 15A.08:

2. Description of Document(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Number of pages: \_\_\_\_\_

4. Date information released: \_\_\_\_\_

5. Name of person releasing information: \_\_\_\_\_

6. Name of person accepting information: \_\_\_\_\_

7. Date information returned: \_\_\_\_\_

8. Name of person returning information: \_\_\_\_\_

9. Name of person accepting information: \_\_\_\_\_

**SECTION 16. SENIORITY.**

**16.01** Seniority shall be based on an Employee’s continuous length of creditable service with the applicable Employer and shall be governed by the following conditions:

**16.01 a.** An Employee shall have seniority transferred with the Employee whenever:

**16.01 a.1.** A function including the Employee and the position are transferred from one Employer to another Employer by action of the Legislature, or

**16.01 a.2.** The Employee and the position are transferred from one agency to another agency within an Employer by action of the Employer, legislative body or charter, or

**16.01 a.3.** The Employee and the position are transferred between organizational segments within an agency by action of the Employer, or

**16.01 a.4.** The Employee is involuntarily transferred from one position to another position within an Employer or an agency by action of the Employer due to lack of work, funds or other legitimate reasons.

**16.01 b.** An Employee shall not have seniority transferred with the Employee whenever the Employee moves from one position to another position on the Employee’s own volition; provided, the Employee shall not lose:

**16.01 b.1.** Baseyard/Workplace, or Institutional Workplace Seniority whenever the movement occurs within such a work unit, and

**16.01 b.2.** Class Seniority whenever the movement occurs within the same class, and

**16.01 b.3.** Division Seniority whenever the movement occurs within the same division, and

**16.01 b.4.** Department Seniority whenever the movement occurs within the same department, and

**16.01 b.5.** Employer Seniority whenever the movement occurs within the same Employer.

**16.01 c.** **TEMPORARY APPOINTMENT.**  
An Employee who voluntarily accepts a temporary appointment to another position shall after returning to the Employee’s former position be reinstated with those types of seniority which were not transferred with the Employee at the time of the temporary appointment

**16.01 d.** **NEW PROBATIONARY PERIOD.**  
An Employee who is returned to the Employee’s former position while on a new probationary period shall be considered as having received a temporary appointment.

**16.01 e.**      **AUTHORIZED LEAVE OF ABSENCE.**

Authorized leaves of absence, with or without pay, shall not constitute a break in service and shall be used for computing continuous length of creditable service.

**16.01 f.**      **SUSPENSIONS.**

Suspensions including unauthorized leaves in lieu of suspension that are upheld shall not constitute a break in service but shall not be used for computing continuous length of creditable service.

**16.01 a.**      **LAY OFF.**

Lay off of an Employee as provided in Section 12. shall not constitute a break in service provided that the Employee is subsequently rehired as provided in Section 13. but shall not be used for computing continuous length of creditable service.

**16.01 h.**      When an Employee ends employment in good standing from an Employer and is re-employed by that Employer within a period of one (1) year, the interim period shall not constitute a break in service but shall not be used for computing continuous length of creditable service.

**16.01 i.**      **COMPUTING SENIORITY.**

**16.01 i.1.**      Seniority shall not be credited to an Employee until satisfactory completion of the initial probationary period.

**16.01 i.2.**      The Employee shall be credited with seniority back to the first (1st) day of the initial probationary period.

**16.01 i.3.**      In the event the Employee was serving on a limited-term appointment and was granted an initial probationary appointment, without a break in service, in the same or related position in the same department because the Employee met all certification requirements, the Employee shall be credited with seniority back to the first day which is actually credited to the initial probationary period.

**16.01 i.4.**      Seniority for full-time and part-time Employees shall be computed in the same manner regardless of the number of hours and the number of days worked in a work week.

**16.02**      **TYPES OF SENIORITY.**

**16.02 a.**      Employer Seniority shall mean an Employee's continuous length of creditable service with an Employer.

**16.02 b.**      Departmental Seniority shall mean an Employee's continuous length of creditable service within a department of an Employer.



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- 16.02 c.** Division Seniority shall mean an Employee’s continuous length of creditable service within a division of a department.
- 16.02 d.** Baseyard/Workplace Seniority shall mean an Employee’s continuous length of creditable service within a specific organizational segment of a Department at a specific location where Employees report to work except that,
- 16.02 d.1.** In the event several organizational segments report to the same location, each organizational segment shall be considered a separate Baseyard/Workplace.
- 16.02 d.2.** The definition of Baseyard/Workplace Seniority may be modified (e.g., by combining or dividing baseyards or workplaces) by mutual agreement between the Employer and the Union.
- 16.02 e.** Institutional Workplace Seniority shall mean an Employee’s continuous length of creditable service within a specific organizational segment of an institution, such as Food Service, Laundry Service, Dietary, Housekeeping, Maintenance, etc.
- 16.02 f.** Class Seniority shall mean an Employee’s continuous length of creditable service in a specific job classification with an Employer.
- 16.03** A temporary assignment is the assignment by the Employer and the assumption, without a formal change in position assignment, of all or a major portion of the significant duties and responsibilities of another position because:
- 16.03 a.** The incumbent of the position is not available to perform the duties of the position, including the situation where the incumbent of the position who is required to operate two or more pieces of motorized equipment which are essential to his classification is available, but the Employer determines that there is a need for the incumbent and another Employee to operate the two or more pieces of motorized equipment at the same time, or
- 16.03 b.** The incumbent of the position is also serving on a temporary assignment and the Employer determines the need for the service is immediate, essential, and in the best interest of the public, or
- 16.03 c.** Of a vacancy.
- 16.04** **TEMPORARY ASSIGNMENT SHALL BE MADE AS FOLLOWS:**
- 16.04 a.** **SAME SERIES PROCEDURE.**  
The qualified Employee at work in the class immediately below the class of the temporary assignment in the same series with the greatest Baseyard/Workplace or Institutional Workplace Seniority. If there is no qualified Employee at work in the next lower class in the same series, the procedure will be continued within the same series until the series has been exhausted.

**16.04 b.**      **RELATED SERIES PROCEDURE.**

The qualified Employee at work in the class immediately below the class of the temporary assignment in the related series with the greatest Baseyard/Workplace or Institutional Workplace Seniority. In the event there is no qualified Employee at work in the next lower class in the related series, the procedure will be continued in the related series until the series has been exhausted.

**16.04 c.**      An Employee shall perform the temporary assignment unless excused for valid reasons.

**16.04 d.**      An Employee who has satisfactorily performed temporary assignments to a position in another classification and continues to possess the capabilities of performing the assignments, the Employee shall be presumed to be qualified for future temporary assignments to the position. When a new or different qualification is required by law for the position, the presumption shall not apply.

**16.04 e.**      An Employee who is no longer capable of performing temporary assignments to a position in another classification due to changes in operating techniques resulting from the acquisition of new or different types of replacement equipment or machinery shall be trained as provided in Section 16.04 g.

**16.04 f.**      **PROBATIONARY PERIOD.**

An Employee who performs temporary assignments while serving on an initial probationary period may have the new or initial probationary period extended by the same length of time as the duration of the temporary assignments performed while on probation at the discretion of the Employer.

**16.04 g.**      **TRAINING.**

In the event qualified Employees are not available for temporary assignment within the bargaining unit and the need for the temporary assignment is recurrent, the Employer shall, within the resources available, endeavor to provide training to insure that qualified Employees become available.

**16.04 h.**      **ROTATION.**

Temporary assignments shall be rotated only when two (2) or more Employees have the same Baseyard/Workplace or Institutional Workplace seniority.

**16.04 i.**      **DURATION.**

The duration of a temporary assignment may exceed a total of one hundred eighty (180) working days per calendar year.

**16.04 j.**      **LISTS.**

Temporary assignment seniority lists shall be prepared on Exhibit 16.04 j. By the Employer in consultation with the Union and a copy submitted to the Union and posted in each Baseyard/Workplace or Institutional Workplace as follows:

**16.04 j.1.**      **CLASS TITLE.**

By class to which a temporary assignment may be made with listing of class titles in priority order from which the temporary assignment shall be made, and

**16.04 j.2.**      **CLASS TITLE, PAY GRADE, SENIORITY DATE.**

By class title and pay grade with listing of Employees' names in the class according to Baseyard/Workplace or Institutional Workplace seniority date.

**16.04 j.3.**      **PART-TIME LIST.**

**16.04 j.3.a)**      In Baseyards/Workplaces and Institutional Workplaces where there are full-time and part-time Employees being considered for temporary assignments to full-time and/or part-time positions, separate temporary assignment seniority lists shall be prepared for full-time and part-time Employees.

**16.04 j.3.b)**      The purpose of the separate lists is to grant:

**16.04 j.3.b)1)**      Eligible and available full-time Employees by class title temporary assignments to full-time positions, and

**16.04 j.3.b)2)**      Eligible and available part-time Employees by class title temporary assignments to part-time positions.

**16.04 k.**      **ILLUSTRATION OF SECTION 16.04 j.3.b)1) AND 2).**

**16.04 k.1.**      When a temporary assignment is made to a full-time position, eligible full-time Employees in the appropriate class shall be given the temporary assignment.

**16.04 k.2.**      In the event no full-time Employee is available to perform the temporary assignment, then eligible and available part-time Employees in the appropriate class shall be given the temporary assignment to the full-time position before going to the next lower class.

**16.04 k.3.**      When a temporary assignment is made to a part-time position, eligible and available part-time Employees in the appropriate class shall be given the temporary assignment.

**16.04 k.4.**      In the event no part-time Employee is available to perform the temporary assignment, then eligible and available full-time Employees in such appropriate class shall be given the temporary assignment to the part-time position before going to the next lower class.

**16.04 l.**      **RECORD.**

The Employer shall provide the Employee with a record of the temporary assignments.

**16.05**            **REPLACEMENT EQUIPMENT.**

The Employee with the greatest class seniority earned in the Baseyard/Workplace or Institutional Workplace shall be assigned the replacement equipment, provided the Employee is physically capable and qualified to operate replacement equipment and has not received a similar assignment of equipment within the last twelve (12) months. The assignment of the equipment will not require the reassignment of all other existing equipment.

**16.06**            **PROMOTION.**

**16.06 a.**            When making promotions, one of the following options shall be utilized:

**16.06 a.1.**            Non-competitive promotion

**16.06 a.2.**            Intra-departmental competitive promotion

**16.06 a.3.**            Inter-departmental competitive promotion

**16.06 b.**            **ANNOUNCEMENT AND INTERVIEW.**

**16.06 b.1.**            For competitive promotions, the current policies on announcement shall remain in effect.

**16.06 b.2.**            For non-competitive promotions, all announcements to fill authorized vacancies shall be posted on appropriate bulletin boards for at least ten (10) calendar days prior to the closing date for receipt of application.

**16.06 b.3.**            A copy of all announcements shall be transmitted to the Union.

**16.06 b.4.**            When the Employer does not post the announcements as provided in this section or in the personnel rules and regulations, the Employee shall be entitled to submit a late application.

**16.06 b.5.**            An Employee on authorized leave of absence may submit a request to the Employer that the Employee be notified of announcements for promotional opportunities in the department for the class or classes of work that the Employee wishes to apply for. The request shall be in writing and must include the Employee's current mailing address so that the Employee may be properly notified.

**16.06 b.6.**            An Employee on authorized leave of absence who is on the promotional eligible list(s) or is seeking a promotion to a class or classes of work in the Employee's department may submit a written request to the Employer so the Employee can attend interviews held for promotional opportunity.

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**16.06 b.7.** In the event that a senior Employee could not apply for a competitive promotional vacancy or could not attend an interview for good reason while the Employee was on authorized leave of absence, the Employee shall be permitted to:

**16.06 b.7.a)** File a late application provided that the examination has not been administered, or

**16.06 b.7.b)** Be given an interview when the interview is normally held provided that the Employee is on the certified eligible list and the Employee returns from the leave within ten (10) working days following the completion of interviews for the other Employees on the certified eligible list.

**16.06 b.8.** In the event that a senior Employee could not apply for a non-competitive promotional vacancy while on an authorized leave of absence for which the Employee notified the Employer as provided for in Section 16.06 b.5., for good reasons, the Employee shall be permitted to apply for the promotion within thirty (30) days following the date of announcement for the promotional announcement.

**16.06 b.9.** When an interview is scheduled when an Employee is on duty, the Employee shall be allowed to attend an interview without loss of pay or benefits.

**16.06 c.** **SELECTION.**  
When the qualifications between the qualified applicants are relatively equal, the Employer shall use the following order of priority to determine which applicant will receive the promotion:

**16.06 c.1.** The qualified applicant with the greatest length of Baseyard/Workplace or Institutional Workplace Seniority in the Baseyard/Workplace or Institutional Workplace where the vacancy exists.

**16.06 c.1.a)** When filling a full-time vacancy by promotion, full-time applicants shall be given preference over part-time applicants.

**16.06 c.1.b)** When filling a part-time vacancy by promotion, part-time applicants shall be given preference over full-time applicants.

**16.06 c.2.** The qualified applicant with the greatest length of Division Seniority in the division where the vacancy exists.

**16.06 c.2.a)** When filling a full-time vacancy by promotion, full-time applicants shall be given preference over part-time applicants.

**16.06 c.2.b)** When filling a part-time vacancy by promotion, part-time applicants shall be given preference over full-time applicants.

**16.06 c.3.** The qualified applicant with the greatest length of Departmental Seniority in the department where the vacancy exists.

**16.06 c.3.a)** When filling a full-time vacancy by promotion, full-time applicants shall be given preference over part-time applicants.

**16.06 c.3.b)** When filling a part-time vacancy by promotion, part-time applicants shall be given preference over full-time applicants.

**16.06 d.** **REASONS FOR DENIAL.**

**16.06 d.1.** In the event a senior Employee, according to the order of priority in Section 16.06 c. applies for a promotion and is denied the promotion, the Employee shall be given a written statement of the reasons for the denial upon request, with a copy to the Union, within three (3) working days after receipt of the request.

**16.06 d.2.** Whenever two or more vacancies in the same class of work are filled at the same time, the same number of Employees with the appropriate seniority as there are vacancies are denied the promotions the Employees shall be given a written statement of the reasons for the denial upon request with copies to the Union within three (3) working days of the receipt of the request.

**16.06 e.** Employees in lower related classes of work within the department shall be given first consideration for promotion before an appointment is made from an open unskilled registration list to a vacancy in a position normally filled from the list.

**16.07** The Employer shall continue its efforts to devise tests and/or examinations that directly relate the tests and/or examinations to the skills, abilities, and qualifications actually required for the class.

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**SAMPLE**  
**EXHIBIT 16.04j.**

**TEMPORARY ASSIGNMENT SENIORITY LISTS**

EFFECTIVE DATE: \_\_\_\_\_  
 EMPLOYER: \_\_\_\_\_  
 DEPARTMENT: \_\_\_\_\_  
 \*BASEYARD/WORKPLACE OR \_\_\_\_\_  
 INSTITUTIONAL WORKPLACE: \_\_\_\_\_

| <b><u>Section 16.04j 1.</u></b>   |                  |                                  | <b><u>Section 16.04j 2.</u></b>               |                  |                      |                        |
|---|------------------|----------------------------------|---|------------------|----------------------|------------------------|
| <b>CLASS TITLE</b>  | <b>BU</b>        | <b>PAY GRADE</b>                 | <b>CLASS TITLE</b>                            | <b>PAY GRADE</b> | <b>EMPLOYEE NAME</b> | <b>*SENIORITY LIST</b> |
| <b><u>HEAVY EQUIPMENT WRKG SUPV**</u></b><br>Equipment Operator<br>Equipment Operator III                             | 1<br>1<br>1      | WS 10<br>BC 10<br>BC 09          | Heavy Equipment Working Supervisor            | WS 10            |                      |                        |
| <b><u>HEAVY EQUIPMENT OPERATOR</u></b><br>Equipment Operator III<br>Equipment Operator II**<br>Equipment Operator I** | 1<br>1<br>1<br>1 | BC 10<br>BC 09<br>BC 06<br>BC 04 | Heavy Equipment Operator                      | BC 10            |                      |                        |
| <b><u>EQUIPMENT OPERATOR III</u></b><br>Equipment Operator II<br>Equipment Operator I                                 | 1<br>1<br>1      | BC 09<br>BC 06<br>BC 04          | Equipment Operator III                        | BC 09            |                      |                        |
| **Sample Classes  |                  |                                  | Equipment Operator II<br>Equipment Operator I | BC 06<br>BC 04   |                      |                        |



**SECTION 17. OFFICIAL PERSONNEL FILE.**

**17.01 EXAMINE AND COPY.**

- 17.01 a.** The Employee and/or the Union shall by appointment, be permitted to examine the Employee's personnel file.
- 17.01 b.** The Employee and or the Union shall, upon request, be given a copy of material in the file.

**17.02 PLACEMENTS AND EXPLANATION.**

- 17.02 a.** No material derogatory to an Employee shall be placed in the Employee's personnel file unless a copy is provided to the Employee.
- 17.02 b.** The Employee shall be given an opportunity to submit explanatory remarks to be included in the file.

**17.03 DEROGATORY AND HISTORY.**

- 17.03 a.** An Employee and/or the Union may request that derogatory material not relevant to the Employee's employment be destroyed after two (2) years.
- 17.03 b.** Derogatory material is defined as material that is detracting from the character or standing of an Employee, expressive of a low opinion of an Employee, degrading, belittling, contemptuous, disparaging, negative, uncomplimentary, and unflattering.
- 17.03 c.** The Employer will determine whether the material is relevant and will decide whether the material will be retained or destroyed from the personnel file. The decision to retain the material shall include the reasons and shall be in writing.
- 17.03 d.** The decision of the Employer shall be subject to Section 15. and processed at Step 1 of Section 15.
- 17.03 e.** The Employee's employment history record shall not be altered.

**SECTION 18. REST PERIODS AND MEAL PERIODS.**

**18.01 REST PERIODS.**

- All Employees shall be allowed rest periods of ten (10) minutes as follows:
- 18.01 a.** During each half of the workday including work on holidays.

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- 18.01 b.** At the beginning of the first two (2) hours of overtime work immediately after completing a workday of eight (8) hours.
- 18.01 c.** After each two (2) hours of overtime work provided that no rest period shall be allowed when:
- 18.01 c.1.** No overtime work is rendered after the two hours of overtime work, or
- 18.01 c.2.** A rest period coincides with a meal period for an Employee who works on days off or holidays to provide relief for absentees.
- 18.01 d.** The times and locations at which rest periods shall be taken are to be determined by the Employer after giving due consideration to the desires of the Employees and the requirements of the Employer.
- 18.01 e.** An Employee who is not granted a rest period as provided in Section 18.01a., b., and c., the Employer shall, as soon as possible, either:
- 18.01 e.1.** Shorten the Employee's workday(s), or
- 18.01 e.2.** Extend the Employee's meal period or rest period by the same amount of time as the rest period not granted.
- 18.02** **MEAL PERIODS.**  
An Employee shall be allowed a meal period of at least twenty (20) minutes but not exceeding forty-five (45) minutes during each workday. The meal period shall not constitute working time.
- 18.02a.** The length of the meal period shall be determined through consultation between the Employees' representatives and the Employer and may be reviewed periodically.
- 18.02 b.** The times at which the meal period shall be taken are to be determined by the Employer after giving due consideration to the desires of the Employees and the requirements of the Employer.
- 18.02 c.** Meal periods shall begin no later than five (5) hours after the start of the workday.
- 18.02 d.** When an Employee is directed to render service after the work free, non-paid meal period begins, the entire meal period shall be considered as time worked.
- 18.02 e.** When an Employee is not allowed a work free, non-paid meal period which begins no later than five (5) hours after the beginning of the workday:
- 18.02 e.1.** The meal period shall be considered as time worked, and

**18.02 e.2.** The Employee shall be credited with overtime from the end of the fifth (5th) hour of work until the time a twenty (20) minute paid meal period is granted or the end of the workday whichever comes first.

**18.02 f.** Section 18.01 e.1. and 2. shall not be applicable when a work free, non-paid meal period is delayed at the request of and/or due to the desires of the affected Employees.

**18.02 g.** Present practices allowing an Employee to work an eight-hour workday without a work free, non-paid meal period shall be continued except as modified by mutual agreement between the Union and the Employer.

**18.02 h.** Section 18.02 a., b., c., d. and e. shall not be applicable to an Employee who is subject to Section 18.02 g.

**SECTION 19. CLEAN-UP TIME.**

**19.01** All Employees shall be permitted personal clean-up time not to exceed five (5) minutes before meals and ten (10) minutes prior to the end of the workday.

**19.02** Employees engaged in work assignments which are noxious or involve the use of poisonous chemicals shall be permitted clean-up time of ten (10) minutes before meals.

**19.03** At the discretion of the Employer, additional clean-up time may be allowed Employees engaged in work assignments which are noxious or involve the use of poisonous chemicals.

**19.04** Employees shall not leave the work premises during the clean-up period or prior to the end of the workday without permission.

**SECTION 20. TRANSPORTATION TO BE PROVIDED.**

**20.01** **STATE OF HAWAII.**

**20.01 a.** Existing practices providing for transportation of Employees from pick-up points to Baseyards and from Baseyards to drop-off points shall continue.

**20.01 b.** The existing practice of selecting Unit 1 Employees to operate the vehicles used for transportation purposes shall be continued and the time spent in driving vehicles before and/or after the workday for transportation purposes shall be considered as time worked.

**20.01 c.** The Employer retains the right to modify or terminate the providing of transportation after consulting with the Union prior to modifying or terminating the practice.

**20.01 d.** When the Employer takes action and the Employee or the Union believes that the reason(s) for the change is unjust, the disagreement may be processed through Section 15.

**20.02** **COUNTY OF KAUAL.**

**20.02 a.** Existing practices providing for transportation of Employees from pick-up points to Baseyards and from Baseyards to drop-off points shall continue.

**20.02 b.** The existing practice of selecting Unit 1 Employees to operate the vehicles used for transportation purposes shall be continued.

**20.02 c.** The time spent in driving the vehicles before and/or after the workday for transportation purposes shall be considered as time worked.

**SECTION 21. SUPERVISORS PERFORMING BARGAINING UNIT WORK.**

**21.01** The Employer shall not require supervisors to perform bargaining unit work except:

**21.01 a.** When the work of supervisory personnel include the performance of the work as a regular work assignment in keeping with their job descriptions; or

**21.01 b.** When performance of bargaining unit work is incidental to supervisory responsibilities as in an emergency, training, or temporary relief where qualified personnel are not readily available; provided that in an emergency or for temporary relief where qualified personnel are not readily available, the supervisor shall not continue performing bargaining unit work beyond the time that the appropriate and qualified Employee(s) can be called and reports to work.

**SECTION 22. UNIFORMS.**

**22.01** **DEFINITION.**

A uniform shall be defined as those items of distinctive clothing which are required by the Employer and which meet the following conditions:

**22.01 a.** Used to identify a specific group of Employees.

**22.01 b.** Shirt and/or trousers, blouse and/or skirt, dress or other clothing must be of the same design, color, and style, and made of similar material for a specific group of Employees.

**22.02** **CUSTODY OF UNIFORM AND UNIFORM ACCESSORIES.**

Uniform and uniform accessories which are required by the Employer shall be furnished/issued by the Employer and shall remain the property of the Employer while in the custody of the Employee.

Employer issued identification tags/badges that are damaged or lost while performing official work duties shall be replaced at no cost to the Employee. Replacement at no cost to the Employee shall be limited to one identification tag/badge during the contract period.

**22.03** **INITIAL ISSUE OR ALLOWANCE.**

**22.03 a.** All policies and/or practices existing on the effective date of the Agreement which provide or require that the Employer either initially furnish uniforms to Employees, or initially reimburse Employees for the cost of the uniforms which are purchased from a vendor approved by the Employer shall be continued.

**22.03 b.** If the Employer does not initially furnish Employees with uniforms or does not initially reimburse Employees for the cost of uniforms, the Employer shall consult with the Union to determine the reasonable number of sets of uniforms which specific groups of Employees are entitled to receive initially provided that the Employer shall either furnish the uniforms or reimburse Employees for the cost of the uniforms which are purchased from a vendor approved by the Employer.

**22.04** **UNIFORM REPLACEMENT OR REPLACEMENT ALLOWANCE.**

**22.04 a.** All policies and/or practices of the Employer existing on the effective date of the Agreement which provide for the replacement of uniforms due to normal wear and tear, or which provide for a replacement allowance for uniforms due to normal wear and tear shall be continued, except as follows:

**22.04 a.1.** Employees qualified to receive a uniform allowance shall be entitled to a replacement allowance based on a reimbursement of seventy-five percent (75%) of the actual item cost of a purchased uniform; provided that the following conditions are met:

**22.04 a.1.a)** The reimbursement shall not be paid more often than once a year.

**22.04 a.1.b)** The Employee submits a receipt to substantiate the purchase.

**22.04 b.** An Employer that is providing its Employees a greater uniform replacement allowance than provided in Section 22.04 a.1. shall continue to do so.

**22.05** **VENDORS LIST.**  
The Employer shall post on the bulletin board a list of approved vendors where uniforms shall be purchased. A copy of this list shall also be furnished to the Union.

**22.06** **CAFETERIA EMPLOYEES.**  
The Department of Education shall provide its cafeteria Employees with aprons; provided that the department may assign the Employees to sew the aprons on work hours in the summer months while school is not in session.

**22.07** **UNIFORM MAINTENANCE ALLOWANCE.**

**22.07 a.** When an Employee is required to wear a uniform, the Employer shall have the option to:

**22.07 a.1.** Have the uniforms cleaned by a vendor selected by the Employer, or

**22.07 a.2.** Provide a uniform maintenance allowance as follows:

**22.07 a.2.a)** Button shirt and pants: \$20.00 per month.

**22.07 a.2.b)** Button shirt only: \$10.00 per month.

**22.07 a.2.c)** T-shirt: \$6.00 per month.

**22.07 b.** The allowance for each fiscal year shall be paid twice annually on or about December 31st and June 30th of the fiscal year.

**22.07 c.** When an Employee renders less than a full month of service, the applicable uniform maintenance monthly allowance shall be adjusted as follows:

**22.07 c.1.** For ten (10) or less days of service, the Employee shall receive one-half (1/2) of the applicable monthly allowance.

**22.07 c.2.** A day of service does not include a suspension or leave of absence without pay, except while the Employee is receiving workers' compensation weekly benefit payments.

**SECTION 23. WAGES.**

**23.01** Effective July 1, 2021, the salary schedule in effect on June 30, 2021 shall be designated as Exhibit A. Employees shall be assigned from their existing pay range and step to the corresponding pay range and step in Exhibit A.

Effective July 1, 2021, Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay.

**23.02** **SALARY ADJUSTMENTS.**

Subject to the approval of the respective legislative bodies:

**23.02 a.** Effective July 1, 2021, Employees who were employed as of June 30, 2021 shall receive a one-time lump sum payment of one thousand dollars (\$1,000). Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

**23.02 b.** Effective October 1, 2022, a three and seventy-two one-hundredths percent (3.72%) per month across-the-board salary increase shall be applied to Exhibit A. This new schedule shall be designated as Exhibit B. Each Employee shall be assigned from Exhibit A to the corresponding pay range and step in Exhibit B.

Effective October 1, 2022, Employees not administratively assigned to the salary schedule shall receive a three and seventy-two one-hundredths percent (3.72%) per month pay increase.

**23.02 c.** Effective July 1, 2023, a five percent (5%) per month across-the-board salary increase shall be applied to Exhibit B. This new schedule shall be designated as Exhibit C. Each Employee shall be assigned from Exhibit B to the corresponding pay range and step in Exhibit C.

Effective July 1, 2023, Employees not administratively assigned to the salary schedule shall receive a five percent (5%) per month pay increase.

**23.02 d.** Effective July 1, 2024, a five percent (5%) per month across-the-board salary increase shall be applied to Exhibit C. This new schedule shall be designated as Exhibit D. Each Employee shall be assigned from Exhibit C to the corresponding pay range and step in Exhibit D.

Effective July 1, 2024, Employees not administratively assigned to the salary schedule shall receive a five percent (5%) per month pay increase.

**23.02 e.** Employees receiving a Shortage Differential (SD) at the time of a pay increase shall retain the differential for salary adjustments in 23.02 a, b, c and d above. However, nothing herein shall preclude adjustment of the shortage differential at a

UNIT 1 AGREEMENT - July 1, 2021 to June 30, 2025

later date or preclude elimination of the SD upon termination of the shortage category declaration or movement of an Employee to a class or position without SD.

This agreement does not constitute negotiation of shortage rates and the Employer maintains the right to determine these amounts.



# EXHIBIT A

State of Hawaii  
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
SALARY SCHEDULE

Effective Date: 01/01/2021  
Bargaining Unit: 01 Blue Collar, Non-Supervisor

|      |      | A      |      |      | A      |      |      | A      |      |      | A      |
|------|------|--------|------|------|--------|------|------|--------|------|------|--------|
| BC01 | ANN  | 43,692 | BC09 | ANN  | 59,376 | WS01 | ANN  | 45,276 | WS09 | ANN  | 63,012 |
|      | MON  | 3,641  |      | MON  | 4,948  |      | MON  | 3,773  |      | MON  | 5,251  |
|      | 8HR  | 168.08 |      | 8HR  | 228.40 |      | 8HR  | 174.16 |      | 8HR  | 242.32 |
|      | HRLY | 21.01  |      | HRLY | 28.55  |      | HRLY | 21.77  |      | HRLY | 30.29  |
| BC02 | ANN  | 44,292 | BC10 | ANN  | 61,632 | WS02 | ANN  | 47,364 | WS10 | ANN  | 65,244 |
|      | MON  | 3,691  |      | MON  | 5,136  |      | MON  | 3,947  |      | MON  | 5,437  |
|      | 8HR  | 170.32 |      | 8HR  | 237.04 |      | 8HR  | 182.16 |      | 8HR  | 250.96 |
|      | HRLY | 21.29  |      | HRLY | 29.63  |      | HRLY | 22.77  |      | HRLY | 31.37  |
| BC03 | ANN  | 45,540 | BC11 | ANN  | 63,876 | WS03 | ANN  | 48,744 | WS11 | ANN  | 67,776 |
|      | MON  | 3,795  |      | MON  | 5,323  |      | MON  | 4,062  |      | MON  | 5,648  |
|      | 8HR  | 175.12 |      | 8HR  | 245.68 |      | 8HR  | 187.44 |      | 8HR  | 260.64 |
|      | HRLY | 21.89  |      | HRLY | 30.71  |      | HRLY | 23.43  |      | HRLY | 32.58  |
| BC04 | ANN  | 47,364 | BC12 | ANN  | 66,324 | WS04 | ANN  | 50,712 | WS12 | ANN  | 70,236 |
|      | MON  | 3,947  |      | MON  | 5,527  |      | MON  | 4,226  |      | MON  | 5,853  |
|      | 8HR  | 182.16 |      | 8HR  | 255.12 |      | 8HR  | 195.04 |      | 8HR  | 270.16 |
|      | HRLY | 22.77  |      | HRLY | 31.89  |      | HRLY | 24.38  |      | HRLY | 33.77  |
| BC05 | ANN  | 49,260 | BC13 | ANN  | 68,748 | WS05 | ANN  | 52,764 | WS13 | ANN  | 72,900 |
|      | MON  | 4,105  |      | MON  | 5,729  |      | MON  | 4,397  |      | MON  | 6,075  |
|      | 8HR  | 189.44 |      | 8HR  | 264.40 |      | 8HR  | 202.96 |      | 8HR  | 280.40 |
|      | HRLY | 23.68  |      | HRLY | 33.05  |      | HRLY | 25.37  |      | HRLY | 35.05  |
| BC06 | ANN  | 51,240 | BC14 | ANN  | 71,376 | WS06 | ANN  | 54,876 | WS14 | ANN  | 75,600 |
|      | MON  | 4,270  |      | MON  | 5,948  |      | MON  | 4,573  |      | MON  | 6,300  |
|      | 8HR  | 197.04 |      | 8HR  | 274.56 |      | 8HR  | 211.04 |      | 8HR  | 290.80 |
|      | HRLY | 24.63  |      | HRLY | 34.32  |      | HRLY | 26.38  |      | HRLY | 36.35  |
| BC07 | ANN  | 53,292 | BC15 | ANN  | 74,040 | WS07 | ANN  | 57,060 | WS15 | ANN  | 78,492 |
|      | MON  | 4,441  |      | MON  | 6,170  |      | MON  | 4,755  |      | MON  | 6,541  |
|      | 8HR  | 204.96 |      | 8HR  | 284.80 |      | 8HR  | 219.44 |      | 8HR  | 301.92 |
|      | HRLY | 25.62  |      | HRLY | 35.60  |      | HRLY | 27.43  |      | HRLY | 37.74  |
| BC08 | ANN  | 55,464 |      |      |        | WS08 | ANN  | 59,340 |      |      |        |
|      | MON  | 4,622  |      |      |        |      | MON  | 4,945  |      |      |        |
|      | 8HR  | 213.36 |      |      |        |      | 8HR  | 228.24 |      |      |        |
|      | HRLY | 26.67  |      |      |        |      | HRLY | 28.53  |      |      |        |

# EXHIBIT B

State of Hawaii  
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
SALARY SCHEDULE

Effective Date: 10/01/2022

Bargaining Unit: 01 Blue Collar, Non-Supervisor

| A    |      |        |  | A    |      |        |  | A    |      |        |  | A    |      |        |  |
|------|------|--------|--|------|------|--------|--|------|------|--------|--|------|------|--------|--|
| BC01 | ANN  | 45,312 |  | BC09 | ANN  | 61,584 |  | WS01 | ANN  | 46,956 |  | WS09 | ANN  | 65,352 |  |
|      | MON  | 3,776  |  |      | MON  | 5,132  |  |      | MON  | 3,913  |  |      | MON  | 5,446  |  |
|      | 8HR  | 174.24 |  |      | 8HR  | 236.88 |  |      | 8HR  | 180.64 |  |      | 8HR  | 251.36 |  |
|      | HRLY | 21.78  |  |      | HRLY | 29.61  |  |      | HRLY | 22.58  |  |      | HRLY | 31.42  |  |
| BC02 | ANN  | 45,936 |  | BC10 | ANN  | 63,924 |  | WS02 | ANN  | 49,128 |  | WS10 | ANN  | 67,668 |  |
|      | MON  | 3,828  |  |      | MON  | 5,327  |  |      | MON  | 4,094  |  |      | MON  | 5,639  |  |
|      | 8HR  | 176.64 |  |      | 8HR  | 245.84 |  |      | 8HR  | 188.96 |  |      | 8HR  | 260.24 |  |
|      | HRLY | 22.08  |  |      | HRLY | 30.73  |  |      | HRLY | 23.62  |  |      | HRLY | 32.53  |  |
| BC03 | ANN  | 47,232 |  | BC11 | ANN  | 66,252 |  | WS03 | ANN  | 50,556 |  | WS11 | ANN  | 70,296 |  |
|      | MON  | 3,936  |  |      | MON  | 5,521  |  |      | MON  | 4,213  |  |      | MON  | 5,858  |  |
|      | 8HR  | 181.68 |  |      | 8HR  | 254.80 |  |      | 8HR  | 194.48 |  |      | 8HR  | 270.40 |  |
|      | HRLY | 22.71  |  |      | HRLY | 31.85  |  |      | HRLY | 24.31  |  |      | HRLY | 33.80  |  |
| BC04 | ANN  | 49,128 |  | BC12 | ANN  | 68,796 |  | WS04 | ANN  | 52,596 |  | WS12 | ANN  | 72,852 |  |
|      | MON  | 4,094  |  |      | MON  | 5,733  |  |      | MON  | 4,383  |  |      | MON  | 6,071  |  |
|      | 8HR  | 188.96 |  |      | 8HR  | 264.64 |  |      | 8HR  | 202.32 |  |      | 8HR  | 280.24 |  |
|      | HRLY | 23.62  |  |      | HRLY | 33.08  |  |      | HRLY | 25.29  |  |      | HRLY | 35.03  |  |
| BC05 | ANN  | 51,096 |  | BC13 | ANN  | 71,304 |  | WS05 | ANN  | 54,732 |  | WS13 | ANN  | 75,612 |  |
|      | MON  | 4,258  |  |      | MON  | 5,942  |  |      | MON  | 4,561  |  |      | MON  | 6,301  |  |
|      | 8HR  | 196.56 |  |      | 8HR  | 274.24 |  |      | 8HR  | 210.48 |  |      | 8HR  | 290.80 |  |
|      | HRLY | 24.57  |  |      | HRLY | 34.28  |  |      | HRLY | 26.31  |  |      | HRLY | 36.35  |  |
| BC06 | ANN  | 53,148 |  | BC14 | ANN  | 74,028 |  | WS06 | ANN  | 56,916 |  | WS14 | ANN  | 78,408 |  |
|      | MON  | 4,429  |  |      | MON  | 6,169  |  |      | MON  | 4,743  |  |      | MON  | 6,534  |  |
|      | 8HR  | 204.40 |  |      | 8HR  | 284.72 |  |      | 8HR  | 218.88 |  |      | 8HR  | 301.60 |  |
|      | HRLY | 25.55  |  |      | HRLY | 35.59  |  |      | HRLY | 27.36  |  |      | HRLY | 37.70  |  |
| BC07 | ANN  | 55,272 |  | BC15 | ANN  | 76,800 |  | WS07 | ANN  | 59,184 |  | WS15 | ANN  | 81,408 |  |
|      | MON  | 4,606  |  |      | MON  | 6,400  |  |      | MON  | 4,932  |  |      | MON  | 6,784  |  |
|      | 8HR  | 212.56 |  |      | 8HR  | 295.36 |  |      | 8HR  | 227.60 |  |      | 8HR  | 313.12 |  |
|      | HRLY | 26.57  |  |      | HRLY | 36.92  |  |      | HRLY | 28.45  |  |      | HRLY | 39.14  |  |
| BC08 | ANN  | 57,528 |  |      |      |        |  | WS08 | ANN  | 61,548 |  |      |      |        |  |
|      | MON  | 4,794  |  |      |      |        |  |      | MON  | 5,129  |  |      |      |        |  |
|      | 8HR  | 221.28 |  |      |      |        |  |      | 8HR  | 236.72 |  |      |      |        |  |
|      | HRLY | 27.66  |  |      |      |        |  |      | HRLY | 29.59  |  |      |      |        |  |

# EXHIBIT C

State of Hawaii  
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
SALARY SCHEDULE

Effective Date: 07/01/2023

Bargaining Unit: 01 Blue Collar, Non-Supervisor

|      |      | A      |      |      | A      |      |      | A      |      |      | A      |
|------|------|--------|------|------|--------|------|------|--------|------|------|--------|
| BC01 | ANN  | 47,580 | BC09 | ANN  | 64,668 | WS01 | ANN  | 49,308 | WS09 | ANN  | 68,616 |
|      | MON  | 3,965  |      | MON  | 5,389  |      | MON  | 4,109  |      | MON  | 5,718  |
|      | 8HR  | 183.04 |      | 8HR  | 248.72 |      | 8HR  | 189.68 |      | 8HR  | 263.92 |
|      | HRLY | 22.88  |      | HRLY | 31.09  |      | HRLY | 23.71  |      | HRLY | 32.99  |
| BC02 | ANN  | 48,228 | BC10 | ANN  | 67,116 | WS02 | ANN  | 51,588 | WS10 | ANN  | 71,052 |
|      | MON  | 4,019  |      | MON  | 5,593  |      | MON  | 4,299  |      | MON  | 5,921  |
|      | 8HR  | 185.52 |      | 8HR  | 258.16 |      | 8HR  | 198.40 |      | 8HR  | 273.28 |
|      | HRLY | 23.19  |      | HRLY | 32.27  |      | HRLY | 24.80  |      | HRLY | 34.16  |
| BC03 | ANN  | 49,596 | BC11 | ANN  | 69,564 | WS03 | ANN  | 53,088 | WS11 | ANN  | 73,812 |
|      | MON  | 4,133  |      | MON  | 5,797  |      | MON  | 4,424  |      | MON  | 6,151  |
|      | 8HR  | 190.72 |      | 8HR  | 267.52 |      | 8HR  | 204.16 |      | 8HR  | 283.92 |
|      | HRLY | 23.84  |      | HRLY | 33.44  |      | HRLY | 25.52  |      | HRLY | 35.49  |
| BC04 | ANN  | 51,588 | BC12 | ANN  | 72,240 | WS04 | ANN  | 55,224 | WS12 | ANN  | 76,500 |
|      | MON  | 4,299  |      | MON  | 6,020  |      | MON  | 4,602  |      | MON  | 6,375  |
|      | 8HR  | 198.40 |      | 8HR  | 277.84 |      | 8HR  | 212.40 |      | 8HR  | 294.24 |
|      | HRLY | 24.80  |      | HRLY | 34.73  |      | HRLY | 26.55  |      | HRLY | 36.78  |
| BC05 | ANN  | 53,652 | BC13 | ANN  | 74,868 | WS05 | ANN  | 57,468 | WS13 | ANN  | 79,392 |
|      | MON  | 4,471  |      | MON  | 6,239  |      | MON  | 4,789  |      | MON  | 6,616  |
|      | 8HR  | 206.32 |      | 8HR  | 287.92 |      | 8HR  | 221.04 |      | 8HR  | 305.36 |
|      | HRLY | 25.79  |      | HRLY | 35.99  |      | HRLY | 27.63  |      | HRLY | 38.17  |
| BC06 | ANN  | 55,800 | BC14 | ANN  | 77,724 | WS06 | ANN  | 59,760 | WS14 | ANN  | 82,332 |
|      | MON  | 4,650  |      | MON  | 6,477  |      | MON  | 4,980  |      | MON  | 6,861  |
|      | 8HR  | 214.64 |      | 8HR  | 298.96 |      | 8HR  | 229.84 |      | 8HR  | 316.64 |
|      | HRLY | 26.83  |      | HRLY | 37.37  |      | HRLY | 28.73  |      | HRLY | 39.58  |
| BC07 | ANN  | 58,032 | BC15 | ANN  | 80,640 | WS07 | ANN  | 62,148 | WS15 | ANN  | 85,476 |
|      | MON  | 4,836  |      | MON  | 6,720  |      | MON  | 5,179  |      | MON  | 7,123  |
|      | 8HR  | 223.20 |      | 8HR  | 310.16 |      | 8HR  | 239.04 |      | 8HR  | 328.72 |
|      | HRLY | 27.90  |      | HRLY | 38.77  |      | HRLY | 29.88  |      | HRLY | 41.09  |
| BC08 | ANN  | 60,408 |      |      |        | WS08 | ANN  | 64,620 |      |      |        |
|      | MON  | 5,034  |      |      |        |      | MON  | 5,385  |      |      |        |
|      | 8HR  | 232.32 |      |      |        |      | 8HR  | 248.56 |      |      |        |
|      | HRLY | 29.04  |      |      |        |      | HRLY | 31.07  |      |      |        |

# EXHIBIT D

State of Hawaii  
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
SALARY SCHEDULE

Effective Date: 07/01/2024

Bargaining Unit: 01 Blue Collar, Non-Supervisor

|      |      | A      |      |      | A      |      |      | A      |      |      | A      |
|------|------|--------|------|------|--------|------|------|--------|------|------|--------|
| BC01 | ANN  | 49,956 | BC09 | ANN  | 67,896 | WS01 | ANN  | 51,768 | WS09 | ANN  | 72,048 |
|      | MON  | 4,163  |      | MON  | 5,658  |      | MON  | 4,314  |      | MON  | 6,004  |
|      | 8HR  | 192.16 |      | 8HR  | 261.12 |      | 8HR  | 199.12 |      | 8HR  | 277.12 |
|      | HRLY | 24.02  |      | HRLY | 32.64  |      | HRLY | 24.89  |      | HRLY | 34.64  |
| BC02 | ANN  | 50,640 | BC10 | ANN  | 70,476 | WS02 | ANN  | 54,168 | WS10 | ANN  | 74,604 |
|      | MON  | 4,220  |      | MON  | 5,873  |      | MON  | 4,514  |      | MON  | 6,217  |
|      | 8HR  | 194.80 |      | 8HR  | 271.04 |      | 8HR  | 208.32 |      | 8HR  | 286.96 |
|      | HRLY | 24.35  |      | HRLY | 33.88  |      | HRLY | 26.04  |      | HRLY | 35.87  |
| BC03 | ANN  | 52,080 | BC11 | ANN  | 73,044 | WS03 | ANN  | 55,740 | WS11 | ANN  | 77,508 |
|      | MON  | 4,340  |      | MON  | 6,087  |      | MON  | 4,645  |      | MON  | 6,459  |
|      | 8HR  | 200.32 |      | 8HR  | 280.96 |      | 8HR  | 214.40 |      | 8HR  | 298.08 |
|      | HRLY | 25.04  |      | HRLY | 35.12  |      | HRLY | 26.80  |      | HRLY | 37.26  |
| BC04 | ANN  | 54,168 | BC12 | ANN  | 75,852 | WS04 | ANN  | 57,984 | WS12 | ANN  | 80,328 |
|      | MON  | 4,514  |      | MON  | 6,321  |      | MON  | 4,832  |      | MON  | 6,694  |
|      | 8HR  | 208.32 |      | 8HR  | 291.76 |      | 8HR  | 223.04 |      | 8HR  | 308.96 |
|      | HRLY | 26.04  |      | HRLY | 36.47  |      | HRLY | 27.88  |      | HRLY | 38.62  |
| BC05 | ANN  | 56,340 | BC13 | ANN  | 78,612 | WS05 | ANN  | 60,336 | WS13 | ANN  | 83,364 |
|      | MON  | 4,695  |      | MON  | 6,551  |      | MON  | 5,028  |      | MON  | 6,947  |
|      | 8HR  | 216.72 |      | 8HR  | 302.32 |      | 8HR  | 232.08 |      | 8HR  | 320.64 |
|      | HRLY | 27.09  |      | HRLY | 37.79  |      | HRLY | 29.01  |      | HRLY | 40.08  |
| BC06 | ANN  | 58,596 | BC14 | ANN  | 81,612 | WS06 | ANN  | 62,748 | WS14 | ANN  | 86,448 |
|      | MON  | 4,883  |      | MON  | 6,801  |      | MON  | 5,229  |      | MON  | 7,204  |
|      | 8HR  | 225.36 |      | 8HR  | 313.92 |      | 8HR  | 241.36 |      | 8HR  | 332.48 |
|      | HRLY | 28.17  |      | HRLY | 39.24  |      | HRLY | 30.17  |      | HRLY | 41.56  |
| BC07 | ANN  | 60,936 | BC15 | ANN  | 84,672 | WS07 | ANN  | 65,256 | WS15 | ANN  | 89,748 |
|      | MON  | 5,078  |      | MON  | 7,056  |      | MON  | 5,438  |      | MON  | 7,479  |
|      | 8HR  | 234.40 |      | 8HR  | 325.68 |      | 8HR  | 250.96 |      | 8HR  | 345.20 |
|      | HRLY | 29.30  |      | HRLY | 40.71  |      | HRLY | 31.37  |      | HRLY | 43.15  |
| BC08 | ANN  | 63,432 |      |      |        | WS08 | ANN  | 67,848 |      |      |        |
|      | MON  | 5,286  |      |      |        |      | MON  | 5,654  |      |      |        |
|      | 8HR  | 244.00 |      |      |        |      | 8HR  | 260.96 |      |      |        |
|      | HRLY | 30.50  |      |      |        |      | HRLY | 32.62  |      |      |        |

**SECTION 23A. COMPENSATION ADJUSTMENTS.**

**23A.01 GENERAL PROVISIONS.**

**23A.01 a. MOVEMENT.**

Section 23A. shall not be applicable where an Employee moves from one Employer to another.

**23A.01 b. BASIC RATE OF PAY.**

The term “basic rate of pay” means:

**23A.01 b.1.** The rate of pay assigned to the pay range an Employee is receiving as compensation, or

**23A.01 b.2.** For an Employee whose position is not assigned to a pay 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.

**23A.01 c. EFFECTIVE DATES.**

When the effective dates of more than one personnel action coincide, pay adjustments shall be made in the following order:

**23A.01 c.1.** Negotiated wage increase.

**23A.01 c.2.** Changeover to a new pay schedule.

**23A.01 c.3.** Repricing.

**23A.01 c.4.** Promotion.

**23A.01 c.5.** Reallocation.

**23A.01 c.6.** Other personnel actions.

**23A.01 d. LEAVE OF ABSENCE WITHOUT PAY.**

**23A.01 d.1.** A leave of absence without pay shall end the day before the first (1st) working day an Employee reports to work and the Employee shall earn compensation as of the first workday the Employee reports to work.

**23A.01 d.2.** Each calendar day, from the beginning to the end of the leave of absence without pay, shall be charged as leave of absence without pay provided that an Employee who is granted a leave of absence without pay and who returns to work after being absent from work for 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 non-workdays or a holiday may have preceded the Employee's return to work.

**23A.01 e.**      **LESS THAN A MONTH OF WORK.**

An Employee who has not worked on all scheduled working days for that month shall be compensated as follows:

**23A.01 e.1.**      The Employee's monthly basic rate of pay multiplied by the number of days worked divided by the number of working days in a month, including holidays.

**23A.01 f.**      **RETROACTIVE OVERPAYMENT.**

**23A.01 f.1.**      An Employee who received the correct compensation following a promotion, 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 compensation was due to the retroactive feature of a position classification action.

**23A.01 f.2.**      The correct pay adjustment shall be made as of the first pay period following the date of notice of action by the Employer.

**23A.02**      **COMPENSATION OVERPAYMENT REIMBURSEMENT.**

The compensation overpayment recovery, dispute, and reimbursement process shall be in accordance with 78-12, Hawaii Revised Statutes.

**23A.03**      **COMPENSATION FOR AN EMPLOYEE RECEIVING WORKERS  
COMPENSATION BENEFITS.**

**23A.03 a.**      An Employee who is absent from work because of injuries and/or illness incurred while working and who is receiving workers compensation wage loss replacement benefits or temporary total disability or temporary partial disability payments, shall continue to earn vacation and sick leave credits as though the Employee was not absent from work.

**23A.03 b.**      An Employee may elect to use sick or vacation leave with workers compensation benefits as follows:

**23A.03 b.1.**      An Employee who is absent from work and is receiving workers compensation wage loss replacement benefits may use accumulated sick leave to receive an additional amount that would bring the Employee's total compensation to a sum equal to the Employee's regular compensation. Accumulated sick leave may be used to continue the Employee's regular compensation during the waiting period.

**23A.03 b.2.**      An Employee who is absent from work and is receiving workers compensation wage loss replacement benefits and does not have accumulated sick leave or does

not choose to use accumulated sick leave may use accumulated vacation leave to receive an additional amount that would bring the Employee's total compensation to a sum equal to the Employee's regular compensation. Accumulated vacation leave may be used to continue the Employee's regular compensation during the waiting period.

**23A.03 c.** When an Employee is receiving workers' compensation wage loss replacement benefits and as a result the Employee exceeds the vacation leave accumulation as provided in Section 36.05 a. and/or Section 36.05 b. of the Unit 01 Agreement, the excess vacation leave shall be accumulated for good cause and shall be taken as provided in Section 36.05 c. of the Unit 01 Agreement.

**23A.04**      **COMPENSATION FOR TEMPORARY ASSIGNMENT.**

**23A.04 a.** Compensation for temporary assignment shall be as follows:

**23A.04 a.1.** Except as provided in Section 23A.05, 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 as provided in Section 23A.08 b. except that any Temporary Differential (TD) as provided in Section 23A.07 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.

**23A.04 a.2.** An Employee who performs temporary assignment to 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.

**23A.04 a.3.** An Employee who performs temporary assignment to 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 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 rate of pay. The TAD shall end upon completion of the temporary assignment.

**23A.04 a.4.** When a temporary assignment involves the assumption of duties and responsibilities of a position assigned to a salary schedule outside of the bargaining unit, the following will be used to determine whether the assignment is to a higher pay range:

**23A.04 a.4.a)** The maximum rate for the class to which temporary assignment is made is higher than the Employee's existing rate; provided, the dollar difference between the two (2) is more than five percent (5%) of the Employee's existing basic rate of pay.

**23A.04 a.5.** In the event the temporary assignment is to a position in a higher pay range as provided in Section 23A.04 a.4., the Employee will be compensated at the step in the higher pay range which exceeds the Employee's existing rate by five percent (5%).

**23A.04 a.6.** In the event there is no step in the higher pay range which rate exceeds the Employee's basic rate of pay by at least five percent (5%), the Employee shall be compensated at the maximum step in the higher pay range.

**23A.04 a.7.** In the event the temporary assignment is not to a higher pay range as provided in Section 23A.04 a.4. the Employee shall be compensated as provided in Section 23A.04 a.2.

**23A.04 a.8.** The TAD shall be as provided in Section 23A.04 a.1. and 3.

**23A.05**      **COMPENSATION FOR TEMPORARY ASSIGNMENT NOT TO BE PROVIDED.**

**23A.05 a.**      Compensation adjustments shall not be provided for the following:

**23A.05 a.1.**      An Employee whose position includes assuming the duties and responsibilities of the Employee's superior in the absence of the superior and which assignment is recognized in the Employee's position classification and pricing.

**23A.05 a.2.**      An Employee who performs duties in accordance with the terms of a formal training agreement entered into with the Employer.

**23A.06**      **COMPENSATION PERIOD.**  
The Employer shall compensate Employees for temporary assignments within thirty (30) days (approximately two (2) pay periods) from the end of each payroll period in which the temporary assignments are performed.

**23A.07**      **TEMPORARY DIFFERENTIAL (TD) PAY.**

**23A.07 a.**      An Employee shall be eligible for Temporary Differential (TD) pay as provided in Section 23A.07. The amount of TD pay shall be the difference between the Employee's basic rate of pay prior to the action taken and the Employee's new basic rate of pay.

**23A.07 b.**      The TD pay shall not be considered part of an Employee's basic rate of pay.

**23A.07 c.**      The TD pay shall be reduced by an amount equal to any adjustment in the Employee's basic rate of pay due to promotion, reallocation, or repricing upward. When the adjustment due to these actions is greater than or equal to the TD pay, the TD pay shall be ended.



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**23A.07 d.** The TD shall be continued in the new pay range when an Employee with TD pay is demoted, transferred, or whose position is reallocated to a class in the same or lower pay range.

**23A.08** **COMPENSATION ADJUSTMENT FOR PROMOTION.**

**23A.08 a.** The term, “promotion” as used in Section 23A.08 means the movement of a regular Employee from the position in which the Employee last held a permanent appointment to a position assigned to a class in the higher pay range in the salary schedule.

**23A.08 b.** A regular Employee who is promoted shall be compensated at the basic rate of pay in the higher pay range.

**23A.08 c.** 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 basic rate of pay the Employee would have received had the demotion not occurred.

**23A.08 d.** A regular Employee who returns to the Employee’s permanent position after a promotion on a temporary appointment basis or who is released from a new probationary appointment following a promotion shall be compensated as though the Employee remained in the permanent position continuously.

**23A.09** **COMPENSATION ADJUSTMENT FOR TRANSFER.**

**23A.09 a.** “Transfer” means the movement of a regular Employee from the position in which the Employee last held a permanent appointment to a position which is in the same class or in a different class assigned to the same pay range in the salary schedule.

**23A.09 b.** A regular Employee who is transferred shall continue at the same basic rate of pay.

**23A.10** **COMPENSATION ADJUSTMENT FOR REALLOCATION.**

**23A.10 a.** The following terms as used in Section 23A.10 shall mean:

**23A.10 a.1.** “Reallocation Downward”: the reallocation of a position to a class assigned to a lower pay range in the salary schedule.

**23A.10 a.2.** “Reallocation Upward”: the reallocation of a position to a class assigned to a higher pay range in the salary schedule.

**23A.10 b.** An Employee whose position is reallocated upward shall be compensated at the basic rate of pay in the higher pay range.

**23A.10 c.** Compensation adjustment for a reallocation downward shall be as provided in Section 23A.16 c. However, when a reallocation downward is due to disciplinary, involuntary, or voluntary reasons, the Employee's basic rate of pay shall be adjusted as provided in Section 23A.16 b.

**23A.10 d.** A regular Employee whose position is reallocated to a class assigned to the same pay range shall continue at the same basic rate of pay.

**23A.10 e.** Upon return to the original classification of the Employee's position after a temporary reallocation upward, the Employee shall be compensated at the rate the Employee would have received were it not for the temporary reallocation.

**23A.11**      **COMPENSATION ADJUSTMENT FOR REPRICING.**

**23A.11 a.** An Employee whose position is in a class which is repriced to a higher pay range shall be compensated at the basic rate of pay in the higher pay range.

**23A.11 b.** An Employee whose position is in a class which is repriced to a lower pay range shall have the basic rate of pay adjusted as provided in Section 23A.16 c.

**23A.12**      **COMPENSATION ADJUSTMENT FOR A NON-REGULAR EMPLOYEE.**

**23A.12 a.** Movements of a non-regular Employee to another regular position shall not be classified a promotion, transfer, or demotion, but shall be considered a new appointment and the compensation adjustment upon the new appointment shall be as provided in Section 23A.12 b.

**23A.12 b.** The compensation of a non-regular Employee who is moved from the position in which the Employee was serving a probational or temporary appointment to another regular position shall be at the basic rate of pay in the pay range.

**23A.12 c.** A non-regular Employee serving a temporary appointment who is converted to an initial probational or permanent appointment in the same position that the Employee was serving a temporary appointment will continue to receive the same basic rate of pay the Employee was receiving while serving a temporary appointment.

**23A.13**      **COMPENSATION ADJUSTMENT FOR AN EXEMPT EMPLOYEE  
ACCEPTING A CIVIL SERVICE APPOINTMENT OR WHOSE EXEMPT  
POSITION IS CONVERTED TO A CIVIL SERVICE POSITION.**

**23A.13 a.** An exempt Employee who moves to a civil service position or who is granted civil service status pursuant to legislation or otherwise, shall not have the transaction considered a promotion, transfer, or demotion. The transaction shall be considered a new appointment and the Employee shall be compensated at the basic rate of pay in the pay range.

**23A.14**      **COMPENSATION ADJUSTMENT FOR AN EMPLOYEE MOVING TO AN EXEMPT APPOINTMENT.**

**23A.14 a.**      Movements of an Employee to an exempt position shall not have the transaction considered a promotion, transfer, or demotion, but shall be considered a new appointment and the compensation adjustment upon the new appointment shall be as follows:

**23A.14 a.1.**      The Employee shall be compensated at the prescribed statutory rate for the exempt position, or

**23A.14 a.2.**      In the event there is no prescribed statutory rate, then the rate determined by the Employer.

**23A.15**      **COMPENSATION ADJUSTMENTS FOR A REGULAR EMPLOYEE SERVING A LIMITED TERM APPOINTMENT, TEMPORARY APPOINTMENT, OR NEW PROBATIONAL APPOINTMENT IN ANOTHER POSITION.**

**23A.15 a.**      The compensation of a regular Employee serving a limited term appointment, temporary appointment or new probationary appointment who is promoted, transferred, demoted or whose permanent position is reallocated or repriced shall be as provided in Section 23A.08., Section 23A.09., Section 23A.10., Section 23A.11. and Section 23A.16. except when an Employee who is moved from the position in which the Employee was serving a probationary or temporary appointment to another position assigned to the same pay grade shall continue at the same basic rate of pay.

**23A.15 b.**      A regular Employee serving a limited term or other temporary appointment who is converted to a probational or permanent appointment in the same position that the Employee was serving on a limited term or other temporary appointment basis shall continue to receive the same basic rate of pay the Employee was receiving while serving the limited term or temporary appointment.

**23A.16**      **COMPENSATION ADJUSTMENT FOR DEMOTION.**

**23A.16 a.**      The following terms as used in Section 23A.16. shall mean:

**23A.16 a.1.**      “Demotion”: the movement of a regular Employee from the position in which the Employee last held a permanent appointment to a position assigned to a class with a lower pay range in the salary schedule.

**23A.16 a.2.**      “Disciplinary demotion”: a demotion action taken by the Employer for disciplinary reasons.

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- 23A.16 a.3.** “Involuntary demotion”: a demotion action taken by the Employer due to the Employee’s inability to do the work of the Employee’s position, or due to the Employee’s failure to meet qualification requirements for the position.
- 23A.16 a.4.** “Demotion to avoid layoff”: a demotion accepted by an Employee to avoid being laid off.
- 23A.16 a.5.** “Demotion due to a reorganization”: a demotion of an Employee as a result of a reorganization action.
- 23A.16 a.6.** “Service Connected Disability Demotion”: the movement of a regular Employee or an Employee serving an initial probationary period to a position assigned to a class with a lower pay range in the salary schedule, due to a disability sustained by the Employee while working.
- 23A.16 a.7.** “Non-service connected disability demotion”: the movement of an Employee to a 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 working.
- 23A.16 a.8.** “Voluntary demotion”: a demotion requested by an Employee and granted by the Employer.
- 23A.16 b.** Except as provided in Section 23A.16 c. and 23A.16 d., a regular Employee who is demoted shall be compensated at the basic rate of pay in the lower pay range. After return to the position in which an Employee last held a permanent appointment, a regular Employee who is demoted on a temporary appointment basis or who is released from a new probationary appointment following a demotion shall be compensated as though the Employee had remained in the former position continuously.
- 23A.16 c.** **COMPENSATION ADJUSTMENT FOR DEMOTION TO AVOID LAYOFF, DEMOTION DUE TO REORGANIZATION, SERVICE CONNECTED DISABILITY DEMOTION.**  
An Employee who accepts a demotion to avoid layoff, is demoted due to a reorganization or who receives a service connected disability demotion shall retain the Employee’s basic rate of pay, provided, if the Employee’s basic rate of pay is higher than the basic rate of pay of the lower pay range, the Employee shall be compensated at the lower basic rate of pay and shall be entitled to a Temporary Differential (TD) as provided in Section 23A.07.
- 23A.16 d.** **COMPENSATION ADJUSTMENT FOR NON-SERVICE CONNECTED DISABILITY DEMOTION.**  
An Employee who receives a non-service connected disability demotion shall be compensated as follows:

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**23A.16 d.1.** A regular Employee who has fifteen (15) or more years of continuous length of creditable service with the Employer shall retain the Employee's basic rate of pay, provided, if the Employee's basic rate of pay is higher than the basic rate of pay in the lower pay range, the Employee shall be compensated at the lower basic rate of pay and shall be entitled to a Temporary Differential (TD) as provided in Section 23A.07.

**23A.16 d.2.** A regular Employee with at least five (5) years but less than fifteen (15) years of continuous length of creditable service with the Employer shall retain the Employee's basic rate of pay 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                                      |

**23A.16 d.2.a)** If the Employee's basic rate of pay is higher than the basic rate of pay of the lower pay range, the Employee shall be compensated at the lower basic rate of pay and shall be entitled to a Temporary Differential (TD) as provided in Section 23A.07.

**23A.16 d.3.** The basic rate of pay of a regular Employee with less than five (5) years of continuous length of creditable service with the Employer, or a regular Employee whose retention period as provided in Section 23A.16 a. 2., has expired, shall be adjusted in the manner of adjustments for service connected disability demotion, provided the Employee shall not be entitled to Temporary Differential (TD) as provided in Section 23A.07.

**SECTION 24. PAY FORMULA AND PAY PERIODS.**

**24.01** **PAY FORMULA.**

The pay formula to determine the monthly, weekly, daily or hourly basic rate of pay shall be as follows:

**24.01 a.** **MONTHLY BASIC RATE OF PAY.**

Divide the annual basic rate of pay by twelve (12) months.

**24.01 b. WEEKLY BASIC RATE OF PAY.**

Divide the annual basic rate of pay by fifty-two (52) weeks.

**24.01 c. HOURLY BASIC RATE OF PAY.**

Divide the annual basic rate of pay by two thousand eighty (2080) hours.

**24.01 d. DAILY BASIC RATE OF PAY.**

Multiply the hourly basic rate of pay by the number of daily hours of work.

**24.02 PAY PERIODS.**

There shall be two (2) pay periods per calendar month.

**SECTION 25. HOURS OF WORK.**

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

**25.02** If the parties are unable to agree to the proposed change, the Employer may implement the change and the Union may process its objections to the change through Section 15.

**25.03 WORK SCHEDULES.**

**25.03 a. NON-SHIFT.**

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

**25.03 a.1. LENGTH.**

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

**25.03 a.2. MANPOWER.**

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

**25.03 a.3. NUMBER OF EMPLOYEES.**

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

**25.03 a.4. PRESENTED TO EMPLOYEES.**

The work schedule shall be presented to Employees commencing in

Baseyard/Workplace or Institutional Workplace seniority order for each classification nine (9) weeks prior to the beginning of the work schedule.

**25.03 a.5.**      **WORKDAYS AND DAYS OFF.**

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

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

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

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

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

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

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

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

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

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

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

**25.03 a.10.**      **POSTING.**

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

**25.03 a.11. EXEMPTIONS.**

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

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

**25.03 a.12. EXCHANGE.**

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

**25.03 b. SHIFT WORK.**

The work schedules of Employees who work in operating units subject to shift work (including units operating less than twenty-four (24) hours per day) shall be prepared and administered as follows:

**25.03 b.1. LENGTH.**

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

**25.03 b.2. MANPOWER.**

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

**25.03 b.3. NUMBER OF EMPLOYEES.**

**25.03 b.3.a)** The work schedule shall specify the number of Employees in each work classification needed for the required shifts for each day of each work assignment of each work week.

**25.03 b.4. PRESENTED TO EMPLOYEES.**

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

**25.03 b.5. WORKDAYS, DAYS OFF AND SHIFTS.**

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



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

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

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

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

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

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

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

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

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

**25.03 b.10.**   **POSTING.**

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

**25.03 b.11.**   **EXEMPTIONS.**

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

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

**25.03 b.12.**   **EXCHANGE.**

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

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

The workday for an Employee who is required to report to work at a corporation yard or any other central pick-up point shall begin at the time the Employee is required to report to work at the designated workplace and shall end at the time the Employee returns to the designated workplace at the end of the workday.

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

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

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

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

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

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

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

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

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

**25.08**            **TRAVEL TIME.**

When an Employee is required to take an Employer's vehicle home for the purpose of responding to work during non-work hours, the time spent in driving the vehicle from work to home and home to work by the most direct route shall be

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considered as time worked, provided that the Fair Labor Standards Act is applicable.

**25.09**      **PERIOD OF INACTIVITY.**

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

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

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

**25.10**      **SIXTEEN (16) HOURS OF WORK.**

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

**SECTION 26. OVERTIME.**

**26.01**      **COMPENSATION OR CREDIT FOR OVERTIME WORK.**

Employees are entitled to receive compensation or compensatory time credit because of overtime work as provided in Section 26.04. and 26.06.

**26.02**      **OCCURRENCE OF OVERTIME WORK.**

Overtime work occurs when an Employee renders service at the direction of the Employer as follows:

**26.02 a.**      **WORKDAY.**

In excess of a scheduled eight (8) hour workday.

**26.02 b.**      **WORK WEEK.**

In excess of forty (40) straight time hours each work week.

**26.02 c.**      **SCHEDULE POSTING.**

For each hour worked on the first workday of a new work schedule when the work schedule is not posted in advance for the period of time required by Sections 25.03 a.10. and Section 25.03 b.10.

**26.02 d.**      **HOLIDAY.**

When the major portion of a workday occurs on a day observed as a legal holiday the entire eight (8) hour workday shall constitute overtime work provided that no further credit because of the overtime work shall be granted notwithstanding any other section.

**26.02 e.**      **DAY OFF.**

On the Employee's day off and there has been no change, by mutual consent or by due prior notice, in the work schedule.

**26.02 f.**      **TWELVE (12) HOURS REST.**

When an Employee is required to report from one scheduled shift to another scheduled shift between two consecutive workdays within the posted 12-week work schedule with less than a lapse of twelve (12) hours of rest, the Employee shall continue to earn overtime for all hours worked from the second workday until the rest period is granted.

**26.02 g.**      **SPECIFIC CONDITIONS.**

In accordance with specific conditions stipulated in this Agreement.

**26.02 h.**      **SIX (6) CONSECUTIVE DAYS.**

An Employee who is subject to shifts over a seven (7) day work week and is required to work full-time for more than six (6) consecutive days shall be credited with overtime for each hour of work performed on the seventh (7th) day and each succeeding day until the Employee is granted twenty-four (24) non-work hours of rest; provided overtime shall not apply to an Employee who chooses workdays, days off or shifts as provided in Sections 25.03 a.5. and 25.03 b.5. which causes the Employee to work for more than six (6) consecutive days.

**26.02 i.**      **TEN (10) HOURS REST.**

An Employee who renders overtime work within the sixteen (16) hour period immediately prior to the beginning of the Employee's workday and does not receive at least a total of ten (10) hours of rest within such sixteen (16) hour period shall be credited with overtime for the straight-time hours worked which is equal to the difference between the ten (10) hours of rest and the number of hours of rest received.

**26.02 j.**      **CHANGE OF WORKDAY.**

An Employee who is subject to Section 25.03 a. or b. whose workday is changed with less than forty-eight (48) hours advance notice shall be credited with overtime for each hour worked on the first workday following the change.

**26.02 k.**      **NEW SHIFT.**

An Employee who is required with less than forty-eight (48) hours advance notice, to report to work on a shift other than the shift for which the Employee

was scheduled, shall be credited for overtime work for each hour worked on the first workday of the new shift.

**26.02 l.**      **NEW SHIFT THAT BEGINS FOUR (4) OR MORE HOURS.**

An Employee who is required, with less than forty-eight (48) hours advance notice, to report to work on a shift which begins four (4) or more hours prior to or later than four (4) or more hours from the beginning time for which the Employee was scheduled, shall be credited with overtime for each hour worked on the first workday of the new shift.

**26.02 m.**      **NEW SHIFT THAT BEGINS LESS THAN FOUR (4) HOURS.**

An Employee who is required, with less than forty-eight (48) hours advanced notice, to report to work on a shift which begins less than four (4) hours prior to or later than the beginning time for which the Employee was scheduled, shall be credited with overtime for hours worked before or after the Employee's workday; provided when the beginning and ending times coincide with an established shift, Section 26.02 k. shall prevail.

**26.02 n.**      **EXCHANGE FOR PERQUISITES.**

An Employee who by agreement receives perquisites or accommodations in exchange for rendering standby work or for rendering service in excess of the Employee's workday:

**26.02 n.1.**      Shall not earn overtime for rendering scheduled stand-by work.

**26.02 n 2.**      Shall not earn overtime when rendering service during hours of stand-by work;

**26.02 n.3.**      Shall earn overtime for each hour worked when on a day off and when not on stand-by work.

**26.03**      **LEAVE WITH PAY IN COMPUTING OVERTIME.**

Leave with pay which has been used by an Employee shall be included in computing whether an Employee has worked in excess of eight (8) hours in a day or forty (40) hours in a week when computing overtime.

**26.04**      **CONVERSION TO COMPENSATORY TIME CREDIT.**

The number of hours of overtime worked shall be converted to compensatory time credit at the rate of one and one-half (1½) hours of compensatory time credit for each hour of overtime work or fraction thereof computed to the nearest fifteen (15) minutes except as provided in Section 33.

**26.05**      **COMPENSATORY TIME OFF.**

**26.05 a.**      An Employee who has compensatory time credit shall be scheduled for compensatory time off as mutually agreed between the Employee and the Employer.

**26.05 b.** An Employee on compensatory time off shall be deemed to be on leave with pay.

**26.05 c.** An Employee who notifies the Employer in advance or substantiates to the satisfaction of the Employer that the Employee was sick on compensatory time off, shall be charged for sick leave and be permitted to reschedule the compensatory time off as provided in Section 26.05. Application for the substitution of sick leave for compensatory time off shall be made within three (3) working days after return to work.

**26.05 d.** An Employee shall notify the Employer in writing that the Employee desires compensatory time off in lieu of compensation for overtime work.

**26.06** **COMPENSATION FOR OVERTIME WORK.**

**26.06 a.** An Employee who has rendered overtime work shall be paid unless the Employee requests compensatory time off as provided in Section 26.05 d.

**26.06 b.** The basic rate of pay for an Employee who works overtime shall include all differentials an Employee is receiving when working overtime except for hazard pay differentials.

**26.06 c.** To convert an Employee's basic rate of pay to an hourly rate, the following formula shall be used:

**26.06 c.1.** The basic rate of pay plus the amount of monthly differentials multiplied by twelve (12) months then divided by two thousand eighty (2080) hours plus hourly differentials the Employee is earning.

**26.06 d.** Compensation for overtime work shall be calculated as follows:

**26.06 d.1.** The basic rate of pay plus the amount of monthly differentials as determined in 26.06 c. multiplied by the number of hours worked or fraction thereof computed to the nearest fifteen (15) minutes multiplied again by one and one-half (1½) (e.g., \$15.00 + .31 X 8 hours of overtime work X 1 ½ = \$183.72).

**26.06 e.** Compensation for overtime work shall be made within thirty (30) days (approximately 2 pay periods) from the date the Employee submits the appropriate form for overtime compensation.

**26.07** **END OF EMPLOYMENT.**

An Employee shall be compensated for all compensatory time credit earned but not used as compensatory time off at the end of employment.

**26.08** **RESERVED.**

**26.09** **RESERVED.**

**26.10**            **RESERVED.**

**26.11**            **MUTUAL AGREEMENT.**

The Union and the Employer by mutual consent may modify the limitations of Section 25. and Section 26.

**26.12**            **DISTRIBUTION OF OVERTIME.**

The Employer shall endeavor to assign overtime work on a fair and equitable basis giving due consideration to the needs of the work operation. An Employee shall complete Exhibit 26.12. in order to be considered for overtime work.

**EXHIBIT 26.12**

**EMPLOYEE OVERTIME INTEREST**

NAME: \_\_\_\_\_ DEPT: \_\_\_\_\_

CURRENT ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ POSITION NO.: \_\_\_\_\_

WORKPLACE: \_\_\_\_\_ DATE STARTED: \_\_\_\_\_

INSTRUCTIONS: Complete Part 1 or Part 2. Do not complete both parts.

**PART 1**

I DO NOT WISH to be considered for overtime work until further notice. If I change my mind, I agree to resubmit another form.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**PART 2**

I WISH TO BE CONSIDERED for overtime work that is normally worked by a class of work to which I am assigned.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_



**SECTION 27. SHOW-UP TIME AND REPORTING PAY.**

**27.01** An Employee who reports to work but who is unable to perform normal work assignments because of inclement weather, breakdown or unavailability of equipment or other conditions beyond the Employee's control, shall be credited with a full workday, provided the Employee may be assigned new work as determined by the Employer.

**SECTION 28. STAND-BY WORK.**

**28.01** **STAND-BY PERIOD.**

An Employee shall be deemed to be on stand-by work when the Employee is assigned by the Employer to be available for a specific period by leaving work as to where the Employee may be reached for the purpose of responding to calls for immediate service after the Employee's workday or on weekends or holidays.

**28.02** **STAND-BY PAY.**

The Employee shall be paid an additional amount equal to twenty-five percent (25%) of the Employee's daily rate for each portion of standby work to which the Employee is assigned during the calendar day. Payment for standby work shall be for a maximum of two "portions" of standby work per calendar day. An Employee who is called back to work during standby duty on a day off shall not receive an additional portion of standby duty as a result of being called back to work. A call back to work does not create additional portions of standby duty.

**28.03** **CALL-OUT PAY.**

An Employee on stand-by work who renders service in response to a call to work shall be entitled to additional compensation as provided in Section 33.

**28.04** **MEAL ALLOWANCE.**

An Employee who responds to a call to work as provided in Section 28.03 shall be provided a meal allowance as provided in Section 34.01 a.5.

**28.05** The Employer may provide pagers and/or cellular telephones to an Employee assigned stand-by duty by proper authority. Such Employee is required to respond to a call for immediate service within the same period of time as if the Employee remained at home or other designated place, and the Employee must remain in a geographic location where the Employee can receive a page or cellular call.

**SECTION 29. MILITARY LEAVE.**

**29.01** **MILITARY LEAVE WITH PAY.**

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**29.01 a.** An Employee who is appointed for six (6) months or more shall, while on active duty, inactive duty training, or during periods of camps of instruction or field maneuvers as a member of the national guard or reserve of the armed forces 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 exceeding fifteen (15) working days in any calendar year, except as provided in Section 29.01 b. No Employee shall be subjected by any person, directly or indirectly, by reason of absence to any loss or diminution of vacation or holiday privileges or be prejudiced by reason of the absence with reference to promotion or continuance of employment or re-employment.

**29.01 b.** An Employee who is called to active duty or required to report for camp training or field maneuvers by official military orders a second time within a calendar year 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 canceled from the succeeding calendar year.

**29.01 c.** The Employee who is advanced leave shall be required to reimburse the State an amount equivalent to the days advanced in the event the Employee ends employment prior to completion of a year's service in the succeeding year from which leave was advanced, except in the case of the death of the Employee.

**29.02** **MILITARY LEAVE WITHOUT PAY.**

**29.02 a.** The following Employees shall be entitled to military leave without pay for service in the United States Armed Forces:

**29.02 a.1.** An Employee serving an initial probational appointment.

**29.02 a.2.** A regular Employee serving a new probational appointment.

**29.02 a.3.** A regular Employee serving a temporary appointment and who has not forfeited rights to the position in which the Employee last held a permanent appointment.

**29.02 a.4.** An Employee serving other than a temporary appointment.

**29.02 b.** The duration of the military leave without pay shall be for not more than five (5) years.

**29.02 c.** Upon conclusion of the military leave without pay, Employees shall have reemployment rights in accordance with Chapter 43 of Title 38 of the United States Code.

**29.02 d.** Replacements for Employees on military leave without pay.

**29.02 d.1.** In filling a position which became vacant by military leave without pay, the Employer may appoint a replacement Employee and shall inform the replacement the status of the replacement's employment and the provisions of this Agreement relating to military leaves without pay.

**29.02 d.2.** A replacement employed in the position from which military leave was granted shall be displaced so that the position may be filled again by the Employee who has been on military leave without pay returning to government employment. A replacement Employee with regular status shall be returned to the former position or if the position has been abolished, the Employee shall be returned to other comparable positions deemed appropriate by the Employer. In the event there are no comparable positions, the replacement Employee shall be subject to Section 12.

**29.03**            **MILITARY LEAVE – VACATION**

**29.03 a.**            The Employee has the option to 1) substitute any available paid vacation leave time for otherwise unpaid leave or 2) be paid their available vacation leave time in a lump sum payment. The lump sum payment for accumulated vacation leave will not cause the Employee to forfeit accumulated sick leave.

**29.04**            **LEAVE FOR PRE-INDUCTION EXAMINATION.**

**29.04 a.**            An Employee who is absent from work for the purpose of undergoing physical examination prior to induction into the United States Armed Forces shall be granted leave with pay for such purpose, and the leave shall not be charged against the Employee's vacation allowance.

**SECTION 30. TEMPORARY HAZARD PAY.**

**30.01**            **AWARD AND APPROVAL.**

**30.01 a.**            Upon recommendation of the Employer or the Union, the Personnel Director, in consultation with the Union, shall grant hazard pay to Employees who are temporarily exposed to unusually hazardous working conditions and where the following conditions are met:

**30.01 a.1.**            The exposure to unusually hazardous working conditions is temporary,

**30.01 a.2.**            The degree of hazard is "Most Severe" or "Severe", and

**30.01 a.3.**            The unusually hazardous working conditions have not been considered in the assignment of the class to a salary range.

**30.02**            **DENIAL.**

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A disagreement on the denial of hazard pay or the amount of differential shall be processed through Section 15. beginning with Step 2, the Employer, within eighteen (18) calendar days after receipt of the Personnel Director's written decision.

**30.03**      **DELAY.**

In the event a decision is not rendered within two (2) months after a recommendation for temporary hazard pay has been submitted to the Personnel Director, the Personnel Director shall inform the Employer or the Union, as applicable, as to the reason for the delay and the approximate date on which a decision will be rendered.

**30.04**      **HAZARD PAY DIFFERENTIALS.**

Hazard pay differentials shall be based on the minimum step of the Employee's pay grade and shall be prorated as follows:

**30.04 a.**      **MOST SEVERE—TWENTY FIVE PERCENT (25%).**

**30.04 a.1.**      Exposure likely to result in serious incapacitation, long period of time lost, or possible loss of life.

**30.04 a.2.**      Accidents occur frequently in spite of reasonable safety precautions.

**30.04 a.3.**      Frequent exposure to a hazard where failure to exercise extreme care and judgment might cause an accident which would result in total disability or fatality.

**30.04 b.**      **SEVERE—FIFTEEN PERCENT (15%).**

**30.04 b.1.**      Frequent injuries likely but serious accidents rare.

**30.04 b.2.**      Exposure leads to possible eye injuries, loss of fingers, or serious burns.

**30.04 b.3.**      Might cause incapacitation.

**30.04 b.4.**      Moderate periods of compensable lost time result.

**30.05**      **COMPUTING HAZARD PAY.**

**30.05 a.**      The basic unit for computing hazard pay shall be the hour provided that:

**30.05 a.1.**      A fraction of an hour shall be considered an hour;

**30.05 a.2.**      Full day's pay at hazard rates shall be allowed for four (4) or more hours of hazard work per day.

**30.05 a.3.**      This pay is in addition to any other rate that may apply to the job.

**30.05 b.** Hazard pay differential for Employees who are temporarily exposed to unusually hazardous working conditions shall be granted within two (2) pay periods after the Personnel Director approves the recommendation for hazard pay (including auditing and approval of the “Notice of Personnel Action” form by the Personnel Director, as applicable).

**30.06** **DURATION OF HAZARD PAY AWARD.**  
The hazard pay award as provided in Section 30.01 shall remain in effect for a period not to exceed six (6) months but may be renewed by the Personnel Director upon showing by the Employer that the working conditions and duties remain the same.

**30.07** **FORMS AND OTHER REQUIREMENTS.**  
Recommendations for hazard pay differentials shall be submitted on the forms and in the manner as required by the Employer.

**30.08** **SECOND EMPLOYEE.**  
When the assignment of temporary hazard work is required of an Employee, a second (2nd) Employee shall be assigned to work with the Employee or in close proximity as practicable so that assistance can be provided in the event of an accident or emergency.

**SECTION 31. SPLIT SHIFT WORK.**

**31.01** The Employer recognizes that it is to the best interest of Employees that split shifts be minimized except in cases where the Employer’s mission cannot be economically administered by standard scheduling methods.

**31.02** **DEFINITION.**  
A Split Shift is a work shift which may be less than an eight (8) hour workday that is divided into two (2) portions by non-work hours other than a meal period.

**31.03** **DIFFERENTIAL.**  
An Employee who works a split shift shall be paid a differential of twenty-five cents (\$.25) for each hour or fraction of thirty (30) minutes or more, of work and thirteen cents (\$.13) for each period of less than thirty (30) minutes of work.

**31.04** **OVERTIME.**

**31.04 a.** An Employee who works a split shift will earn overtime for each hour which exceeds ten (10) hours, exclusive of the meal period, calculated from the time the Employee begins and ends the workday.

**31.04 b.** The Employee's basic rate of pay plus the split shift differential will be used in determining the compensation for overtime work as provided in Section 26.06.

**SECTION 32. NIGHT DIFFERENTIAL.**

**32.01** **WORKDAY.**

**32.01 a.** An Employee whose workday is between the hours of six (6:00) p.m. and six (6:00) a.m., shall be paid, in addition to the Employee's basic rate of pay, the night differential for each hour worked between the hours of six (6:00) p.m. and six (6:00) a.m.

**32.01 b.** In the event one-half (1/2) or more of the Employee's workday is between the hours of six (6:00) p.m. and six (6:00) a.m., the Employee shall be paid, in addition to the Employee's basic rate of pay, the night differential for each hour worked.

**32.02** **OVERTIME.**

**32.02 a.** An Employee who works overtime between the hours of six (6:00) p.m. and six (6:00) a.m. shall be paid the night differential for each hour of overtime worked between the hours of six (6:00) p.m. and six (6:00) a.m.

**32.02 b.** An Employee who works overtime and one-half (1/2) or more of the overtime worked is between the hours of six (6:00) p.m. and six (6:00) a.m. shall be paid the night differential for all hours worked.

**32.02 c.** The Employee's basic rate of pay plus the night differential will be used in determining the payment for overtime worked as provided in Section 26.06.

**32.03** **DIFFERENTIAL.**

The amount of the night differential shall be seventy cents (\$.70) for each hour or fraction of thirty (30) minutes or more of work and thirty-five cents (\$.35) for less than thirty (30) minutes of work as provided in Sections 32.01 and 32.02.

**SECTION 33. CALL-OUT.**

**33.01** **CALL-OUT CREDIT.**

**33.01 a.** An Employee who is called back to work will be credited with:

**33.01 a.1.** A minimum of three (3) hours regular pay, calculated from the time the Employee leaves home and returns home from work, or

**33.01 a.2.** Overtime work calculated from the time the Employee leaves home and returns home, whichever is greater in value, or

**33.01 a.3.** Overtime work calculated from the time the Employee leaves home until the Employee begins the workday if the Employee continues to work into the workday.

**33.02** **MILEAGE.**

An Employee who is called back to work shall receive mileage reimbursement as provided in Section 59. from home to the workplace and from the workplace to home for call-out work except when an Employee who is called back to work and continues to work into the workday as provided in Section 33.01 a.3.

**33.03** An Employee interrupted by Employer-initiated consultative call(s) while the Employee is at home on off-duty status shall not qualify for call-out pay unless the Employee actually returns to the workplace. An Employee who is not on stand-by pay duty status shall be paid a minimum of one (1) hour straight time pay for one or more consultative calls within the same one-hour period, calculated from the onset of the first call and ending one hour later. The penalty for consultative calls shall be in lieu of any other compensation and shall not be subject to overtime provisions. For the purpose of this Section, a consultative call shall mean an exchange of technical and/or procedural information to resolve a problem requiring immediate attention.

**SECTION 34. MEAL ALLOWANCE.**

**34.01** **AMOUNT.**

**34.01 a.** An Employee who works overtime shall be provided a meal allowance of six dollars (\$6.00) for breakfast, eight dollars (\$8.00) for lunch, and ten dollars (\$10.00) for dinner as follows:

**34.01 a.1.** **POST-SHIFT OVERTIME.**

An Employee who works overtime after the workday shall be provided a meal allowance after the completion of two (2) hours of overtime work in intervals of five (5) hours of overtime work rendered following the first overtime meal.

**34.01 a.2.** **TWO (2) OR MORE HOURS OF PRE-SHIFT OVERTIME.**

**34.01 a.2.a)** An Employee who works two (2) or more hours of pre-shift overtime and works continuously into the workday shall be provided a meal allowance for the overtime work and the workday.

**34.01 a.2.b)** An Employee shall be provided a meal allowance after the completion of two (2) hours of overtime work and at intervals of five (5) hours of continuous work after the first meal period.

**34.01 a.3.** **LESS THAN TWO (2) HOURS OF PRE-SHIFT OVERTIME.**

**34.01 a.3.a)** **LESS THAN TWENTY-FOUR (24) HOURS PRIOR NOTICE.**

An Employee who works less than two (2) hours of pre-shift overtime with less than twenty-four (24) hours prior notice and works continuously into the workday shall be provided a meal allowance at the beginning of the workday and for the meal period in the workday.

**34.01 a.3.b)** **TWENTY-FOUR (24) HOURS OR MORE PRIOR NOTICE.**

An Employee shall not be entitled to a meal allowance when the Employee works less than two (2) hours of pre-shift overtime with at least twenty-four (24) hours prior notice and works continuously into the workday.

**34.01 a.4.** **OVERTIME DURING OFF-DUTY HOURS, SCHEDULED DAY OFF OR HOLIDAY.**

**34.01 a.4.a)** **LESS THAN TWENTY-FOUR (24) HOURS PRIOR NOTICE.**

An Employee who works overtime that is not post-shift or pre-shift overtime on a day off or a holiday with less than twenty-four (24) hours prior notice shall be provided a meal allowance after the completion of two (2) hours of overtime work and at intervals of five (5) hours of continuous overtime work after the first overtime meal period.

**34.01 a.4.b)** **TWENTY-FOUR (24) HOURS OR MORE PRIOR NOTICE.**

An Employee who works overtime that is not post-shift or pre-shift overtime on a day off or a holiday with at least twenty-four (24) hours prior notice shall be provided a meal allowance after the completion of ten (10) hours of overtime work and at intervals of five (5) hours of overtime work after the first overtime meal period.

**34.01 a.5.** **OVERTIME WHILE ON STAND-BY.**

An Employee who responds to a call to work as provided in Section 28. shall be provided a meal allowance upon completion of two (2) hours of work and at intervals of five (5) hours of continuous work after the first meal period.

**34.02** **PAYMENT.**

The Employer shall provide the meal allowance to the Employee within thirty (30) days (approximately two (2) pay periods) from the date on which the claim for the allowance is filed with the Employer.

**34.03** **DEFINITION.**



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**34.03 a.** Breakfast shall mean a meal allowed an Employee from 3:00 a.m. to 9:00 a.m.

**34.03 b.** Lunch shall mean a meal allowed an Employee after 9:00 a.m. to 3:00 p.m.

**34.03 c.** Dinner shall mean a meal allowed an Employee after 3:00 p.m. but before 3:00 a.m.

**34.04** **CAFETERIA WORKERS.**

**34.04 a.** Cafeteria workers in the Department of Education and in the University of Hawaii system shall be provided without charge the lunch meal which is served to students during the school day in the school cafeterias.

**34.04 b.** Cafeteria workers in the Department of Education who are directly involved in preparing meals under special feeding programs when school is not in session shall be provided without charge the lunch meal which is served during the workday under such programs.

**34.05** **DIETARY WORKERS.**

**34.05 a.** Dietary workers in the Departments of Health, Hawaii Health Systems Corporation and Public Safety shall be provided without charge one (1) meal per workday which is served as the house diet and the meal shall be the meal that is consumed during the respective Employee's meal period.

**34.05 b.** Any institution in the Departments of Health, Hawaii Health Systems Corporation and Public Safety that is presently providing its dietary workers more than one (1) meal per workday without charge shall continue.

**SECTION 35. HOLIDAYS.**

**35.01** The following days of each year are established as holidays:

|                        | <u>NAME OF HOLIDAY</u>               | <u>DAY OF HOLIDAY</u>          |
|------------------------|--------------------------------------|--------------------------------|
| <b><u>35.01 a.</u></b> | New Year's Day                       | First day of January           |
| <b><u>35.01 b.</u></b> | Dr. Martin Luther King, Jr. Day      | Third Monday in January        |
| <b><u>35.01 c.</u></b> | Presidents' Day                      | Third Monday in February       |
| <b><u>35.01 d.</u></b> | Prince Jonah Kuhio Kalaniana'ole Day | Twenty-Sixth day of March      |
| <b><u>35.01 e.</u></b> | Good Friday                          | Friday preceding Easter Sunday |

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- 35.01 f.** Memorial Day Last Monday in May
- 35.01 g.** King Kamehameha I Day Eleventh day of June
- 35.01 h.** Independence Day Fourth day of July
- 35.01 i.** Admission Day Third Friday in August
- 35.01 j.** Labor Day First Monday in September
- 35.01 k.** Veterans' Day Eleventh day of November
- 35.01 l.** Thanksgiving Day Fourth Thursday in November
- 35.01 m.** Christmas Day Twenty-Fifth day of December
- 35.01 n.** All election days, except primary and special election days, in the County wherein the election is held.
- 35.01 o.** Any day designated by proclamation by the President of the United States or by the Governor as a holiday.

**35.02** **OBSERVANCE OF HOLIDAYS.**

**35.02 a.** An Employee whose workdays are Monday through Friday in the work week in which a holiday occurs shall observe the holiday as follows:

| <u>DAY OF HOLIDAY</u> | <u>DAY HOLIDAY OBSERVED</u> |
|-----------------------|-----------------------------|
| Saturday              | Friday preceding Holiday    |
| Sunday                | Monday following Holiday    |
| Workday               | Workday                     |

**35.02 b.** An Employee whose workday is other than Monday through Friday in the work week in which a holiday occurs shall observe the holiday as follows:

| <u>DAY OF HOLIDAY</u> | <u>DAY HOLIDAY IS OBSERVED</u>  |
|-----------------------|---------------------------------|
| Day Off               | First workday after the day off |
| Workday               | Workday                         |

**35.03** **SHARED EQUITABLY.**

**35.03 a.** Holiday work assignments shall be shared equitably among Employees in a work unit.

**35.03 b.** A rotational system by seniority will be established whereby every Employee within an organizational unit will be given the opportunity to participate in holiday work assignments on an equitable basis insofar as the requirements of the mission will permit and in accordance with skills required.

**35.03 c.** The Employer shall maintain records to assure that holiday work assignments are shared equitably among Employees.

**35.03 d.** Section 35.03 shall not apply to an Employee who chooses workdays, days off or shifts as provided in Section 25.03 a.5. and Section 25.03 b.5.

**35.04** Upon request of the Union, the Employer shall meet and consult with the Union when developing the equitable holiday work assignments.

**SECTION 36. VACATION LEAVE.**

**36.01 VACATION LEAVE EARNED.**

**36.01 a.** An Employee who is employed in Unit 1 shall earn fourteen (14) hours vacation leave for a month of work.

**36.01 b.** An Employee who is employed in Unit 1 and earns vacation leave as provided in Section 36.01 a. and renders less than a month of work 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                                |

**36.02 RESERVED.**

**36.03 VACATION LEAVE EXCEPTIONS.**

**36.03 a.** An Employee shall earn vacation leave while on leave with pay including paid holidays whether or not the Employee works on holidays unless specifically prohibited.

**36.03 b.** An Employee shall not earn vacation leave while on:

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- 36.03 b.1.** Vacation leave or sick leave when the employment terminates or is to terminate at the end of the leave;
- 36.03 b.2.** Leave without pay, except when the Employee is on leave for disability and is being paid workers compensation;
- 36.03 b.3.** Suspension that is sustained;
- 36.03 b.4.** Unauthorized leave;
- 36.03 b.5.** Sabbatical leave;
- 36.03 b.6.** Temporary, contractual, or substitute employment while on vacation from another position in the State government or any political subdivision of the State.
- 36.04** **PROVISIONAL APPOINTMENT AND TEMPORARY APPOINTMENT OUTSIDE THE LIST (TAOL).**
- 36.04 a.** An Employee serving a provisional appointment shall earn and accumulate vacation leave while on a provisional appointment.
- 36.04 b.** An Employee serving a provisional appointment shall not be entitled to use vacation leave.
- 36.04 c.** An Employee whose provisional appointment is ended and receives a probationary, limited-term or permanent appointment in the same position shall be credited with the vacation leave accumulated while on the provisional appointment.
- 36.04 d.** An Employee whose provisional appointment is ended and does not receive a limited-term, probationary, or permanent appointment shall forfeit the vacation leave accumulated.
- 36.04 e.** A regular Employee who is promoted through a provisional appointment shall be considered to be a regular Employee and shall continue to earn vacation leave.
- 36.04 f.** A non-regular Employee serving a Temporary Appointment Outside the List (TAOL) shall not be entitled to a vacation leave with pay.
- 36.04 g.** A non-regular Employee serving a TAOL that is more than one (1) year, including extensions granted for a specific appointment, the non-regular Employee shall be entitled to:
- 36.04 g.1.** Earn vacation leave beginning with the first (1st) month of the second (2nd) year, and

**36.04 g.2.** Use the vacation leave accumulated.

**36.04 h.** A non-regular Employee whose TAOL is ended shall forfeit the vacation leave accumulated.

**36.05** **VACATION LEAVE ACCUMULATION.**

**36.05 a.** 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.

**36.05 b.** Subsequently an Employee may accumulate not more than one hundred twenty hours of vacation leave per calendar year, even if the Employee's total accumulated days fall below three hundred thirty-six (336) hours.

**36.05 c.** Vacation leave in excess of one hundred twenty (120) hours per calendar year may be accumulated for good cause when a request for accumulation is approved by the Employer provided the request shall be accompanied by a stipulation that the Employee shall take the excess vacation leave at a specified time.

**36.05 d.** An Employee who fails to take the excess vacation leave as provided in Section 36.05 c. shall forfeit the excess vacation leave unless for good reason an extension of time is granted by the Employer.

**36.05 e.** 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.

**36.06** **FORFEITURE.**

**36.06 a.** Vacation leave accumulated at the end of a calendar year that exceeds seven hundred twenty (720) hours shall be forfeited except as provided in Section 36.06 b., Section 36.06 c. and Section 36.07a.

**36.06 b.** Vacation leave accumulated at the end of a calendar year that exceeds ninety (90) working days shall not be forfeited when the vacation leave begins on or before the last workday of the calendar year and includes the accumulated vacation leave in excess of ninety (90) working days.

**36.06 c.** Vacation leave accumulated at the end of a calendar year that exceeds ninety (90) working days shall not be forfeited when an Employee becomes sick prior to an approved vacation that would have begun on or before the last workday of the calendar year and the sickness continues into the next calendar year. The excess vacation leave shall be taken immediately after the conclusion of the sick leave.

**36.06 d.** Nothing contained in this Section shall be construed to require the forfeiture of vacation credits 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 ninety (90) working days.

**36.07**            **PAYMENT.**

**36.07 a.** An Employee may be paid for vacation leave accumulated at the end of a calendar year that exceeds ninety (90) working days in lieu of taking vacation leave if the excess vacation leave resulted from the Employer's refusal to grant the vacation.

**36.08**            **SICK LEAVE WHILE ON VACATION LEAVE.**

**36.08 a.** An Employee who is sick one or more consecutive working days while on vacation leave who submits a certificate from a licensed physician or an advanced practice registered nurse (APRN) or other satisfactory proof of the sickness shall be charged sick leave in lieu of vacation leave.

**36.08 b.** Application for sick leave in lieu of vacation leave shall be made within five (5) working days after return to work.

**36.09**            **ADMINISTERED.**

**36.09 a.** Vacation leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

**36.09 b.** In order to facilitate the scheduling of annual vacations, the Employer may require its Employees to submit their vacation preference. In such cases, the annual schedule of vacation preferences shall be posted or made available for viewing by the Employees upon the Employees' request.

**36.09 c.** An Employee will not be required to submit the annual vacation preference without first receiving the amount of vacation leave accumulated from the Employer.

**36.09 d.** After the end of the year, an Employee shall be given an annual statement of the accumulated vacation leave, remaining as of December 31.

**36.10**            **NOTICE TO USE VACATION LEAVE.**

**36.10 a.** An Employee desiring to use vacation leave shall submit an application in advance of the beginning date of the vacation to enable the Employer to make necessary readjustment of work.

**36.10 b.** The requirement for advance notice may be waived for emergency situations or when the Employee does not have accumulated sick leave and elects to use accumulated vacation leave in place of authorized leave without pay for sick leave.

**36.11** **VACATION LEAVE GRANTED.**  
An Employee shall be granted vacation leave on the dates and times as approved by the Employer provided, that it shall be as close to the requested dates and times as conditions of the Employer will permit and will not cause forfeiture of vacation leave.

**36.12** **VACATION LEAVE DENIED.**  
In the event that a vacation leave request is denied, the Employee may request the reasons for denial in writing. A copy of the reasons shall be furnished to the Union.

**36.13** **VACATION LEAVE GRANTED.**  
When a vacation is granted, it may include, at the request of the Employee, vacation leave accrued up to the end of the Employee's last full month of work immediately preceding the beginning of the vacation leave.

**36.14** **VACATION LEAVE MINIMUM.**

**36.14 a.** Vacation leave of less than one (1) hour shall not be granted.

**36.14 b.** 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 workday of vacation leave to which the Employee is entitled as provided in Section 36.

**36.15** **SENIORITY.**

**36.15 a.** Whenever two (2) or more Employees' requests for vacation leave are in conflict, the Employee with the greatest Baseyard/ Workplace or Institutional Workplace Seniority shall be given preference, provided it will not seriously hamper operations in the Baseyard/Workplace or Institutional Workplace.

**36.15 b.** The senior Employee's request shall not be granted when the conflict is the result of the senior Employee changing the original request.

**36.16** **VACATION LEAVE CHARGED.**  
An Employee shall have charged against the accumulated vacation leave only those days or hours the Employee would have worked had the Employee not used vacation leave.

**36.17** **RECALL FROM VACATION.**

**36.17 a.** An Employee may be recalled to work before the expiration of a vacation leave by the Employer.

**36.17 b.** The recalled Employee shall be paid for all work at the rate of one and one-half (1 ½) times the basic rate of pay for the days of vacation leave the Employee's services were required.

**36.17 c.** The Employee shall be granted the unused vacation leave days, as the result of being recalled to work, on the dates and times as mutually agreed between the Employee and the Employer.

**36.18**      **ADVANCE VACATION LEAVE.**

**36.18 a.** Advanced vacation leave shall be granted only when an Employee has used all accumulated vacation leave and is detained out of the State of Hawaii or on another island for a cause that the Employee establishes to the satisfaction of the Employer.

**36.18 b.** An Employee who is detained as provided in Section 36.18 a. shall immediately communicate with the Employer and request advance vacation leave.

**36.18 c.** In the event advanced vacation leave is granted, it shall be considered as used with the express understanding that if vacation leave is not later earned during the term of employment, the unearned portion of the vacation leave advanced will be repaid, on demand to the Employer as follows:

**36.18 c.1.** By the Employee through payroll deductions from salary due the Employee.

**36.18 c.2.** From the Employee's retirement system account with the Hawaii Employees Retirement System.

**36.18 c.3.** By the executors and administrators of the Employee's estate if the Employee is deceased.

**36.19**      **TRANSFER.**

**36.19 a.** An Employee who is transferred from or relinquishes one (1) position in which vacation leave is earned, and accepts employment in another position in the service of the Employer in which vacation leave is not earned shall be paid for the accumulated vacation leave, including any vacation leave credits in excess of the maximum allowed for the calendar year, as provided in Section 36.21 a. or Section 36.21 b.

**36.20**      **PAY FOR VACATION LEAVE UPON SEPARATION AND WHEN MOVING BETWEEN JURISDICTIONS OF THE STATE.**



**36.20 a.** An Employee shall be paid for accumulated vacation leave in a lump sum when employment ends as provided in Section 36.21 a. or Section 36.21 b.

**36.20 b.** When an Employee moves from one Employer jurisdiction to another to accept employment in a position in which vacation allowance is earned, the Employee shall be given credit for the vacation earned or accumulated in the jurisdiction from which the Employee transferred and the director of finance of the State or the equivalent officers of the counties, Judiciary, and the Hawaii Health Systems Corporation, as the case may be, shall make the appropriate transfer of funds to implement the transfer. However, the Employee may request and receive payment of a portion of or all of the Employee's vacation credits accumulated up to the effective date of the movement.

**36.21** **LUMP SUM.**

**36.21 a.** When payment in a lump sum is made, the sum payable for accumulated vacation leave shall be equal to the amount of compensation that the Employee would be entitled or would be allowed during the vacation leave the Employee was permitted to use in the normal manner. When payment in a lump sum is made to an Employee hired after June 30, 1997, the sum payable for accumulated vacation leave shall be computed using the basic rate of pay on the date the Employee ends employment.

**36.21 b.** An Employee who is discharged shall be paid in a lump sum for accumulated vacation leave computed on the basis of accumulated vacation hours multiplied by the hourly rate of pay on the effective date of discharge.

**36.22** **REHIRED.**

**36.22 a.** In the event the Employee is rehired within seven (7) calendar days by the Employer and continues to earn vacation leave, payment for accumulated vacation leave shall not be made.

**SECTION 37. SICK LEAVE.**

**37.01** **SICKNESS.**

**37.01 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 there from.

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

**37.02**            **SICK LEAVE EARNED.**

**37.02 a.**        An Employee who is employed in Unit 1 shall earn fourteen (14) hours sick leave for a month of work.

**37.02 b.**        An Employee who is employed in Unit 1 and earns sick leave as provided in Section 37.02 a. and renders less than a month of work 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                                |

**37.03**            **SICK LEAVE EXCEPTIONS.**

**37.03 a.**        An Employee shall earn sick leave while on leave with pay including paid holidays whether or not the Employee works on holidays.

**37.03 b.**        An Employee shall not earn sick leave while on:

**37.03 b.1.**        Vacation leave or sick leave when the employment terminates or is to terminate at the end of the leave.

**37.03 b.2.**        Leave without pay, except when the Employee is on leave for disability and is being paid workers compensation.

**37.03 b.3.**        Suspension that is sustained.

**37.03 b.4.**        Unauthorized leave.

**37.03 b.5.**        Sabbatical leave.

**37.04**            **NOTIFICATION OF SICKNESS.**

**37.04 a.**        Notification of absence on account of sickness shall be given as soon as possible on the first day of absence or if impracticable, as soon thereafter as circumstances permit. If notification has not been given the absence shall be charged to unauthorized leave of absence without pay and subject to discipline as provided in Section 38.11 c.

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**37.04 b.** An Employee who provides notification and is informed that the Employee does not have accumulated sick leave, the Employee shall have the option to use accumulated vacation leave, compensatory time or authorized leave without pay.

**37.05** **APPLICATION.**

**37.05 a.** Application for sick leave shall be filed on a form prescribed by the Employer within five (5) workdays after return to work.

**37.05 b.** In the event the Employee dies before returning to work, the executor or administrator or the Employer may file the application within six (6) months after the death.

**37.05 c.** The sick leave requested in Section 37.05 b. shall be granted when the Employer is satisfied that the absence from work was because of sickness, even though a certificate from a licensed physician or an advanced practice registered nurse (APRN) may not be available.

**37.06** **CERTIFICATE.**

The Employee shall submit a certificate from a licensed physician or an APRN for absences of five (5) or more consecutive workdays to substantiate that the absence was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of the Employee's position.

**37.07** **SICK LEAVE MINIMUM.**

No sick leave of less than one (1) hour may be granted.

**37.08** **SICK LEAVE GRANTED.**

Sick leave granted shall include accumulated sick leave as is needed, to permit the Employee to recover from the sickness.

**37.09** **SICK LEAVE ADMINISTERED, RECORDED AND ACCUMULATED.**

**37.09 a.** Sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

**37.09 b.** An Employee may accumulate sick leave earned. The unused sick leave accumulated shall be credited to the Employee's account for subsequent use in the event of a sickness. Such unused sick leave may be accumulated without limitation.

**37.09 c.** After the end of each year, an Employee shall be given an annual statement of the accumulated sick leave remaining as of December 31.

**37.10** **SICK LEAVE CHARGED.**

An Employee shall have charged against the accumulated sick leave those days or hours the Employee would have worked had the Employee not used sick leave.

**37.11**      **PHYSICAL EXAMINATIONS.**

An Employee shall not have charged against the accumulated sick leave for physical examinations required by the Employer.

**37.12**      **ADDITIONAL SICK LEAVE WITH PAY.**

Additional sick leave with pay, in excess of which the Employee has accumulated, may be granted by the Employer under conditions that it may be prescribed, provided that due consideration shall be given to the length of service of the Employee.

**37.13**      **TRANSFER.**

**37.13 a.**      An Employee who resigns to accept a position in another department of the Employer as the result of a transfer including promotion, demotion or initial appointment, or in case of any other movement from one department to another of the Employer, shall not forfeit accumulated sick leave in the department from which the Employee was transferred or moved.

**37.13 b.**      If after the date of the transfer, the Employee uses any or all of the accumulated sick leave the department to which the Employee is transferred shall bear the entire charge. In no event shall the appropriation of the department from which the Employee was transferred or moved be charged for accumulated sick leave used after the date of transfer or movement.

**37.14**      **SICK LEAVE DURING VACATION LEAVE.**

**37.14 a.**      An Employee who is sick one (1) or more consecutive workdays while on vacation leave 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.

**37.14 b.**      Application for sick leave in lieu of vacation leave shall be made within five (5) workdays after return to work.

**37.15**      **RESERVED.**

**37.16**      **NO SICK LEAVE AFTER TERMINATION OF SERVICES.**

**37.16 a.**      An Employee who ends employment shall forfeit accumulated sick leave to the date the employment ends, except as provided by law which permits conversion of accumulated sick leave to retirement credits.

**37.16 b.** 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.

**37.16 c.** When an Employee moves from one Employer jurisdiction to another to accept employment in a position in which sick leave allowance is earned, the Employee may request and be allowed to transfer any unused sick leave credits accumulated at the time of movement. Any sick leave credits used after the effective date of the movement shall be charged to the appropriation of the receiving Employer.

**37.17** **INVESTIGATION OF SICK LEAVE.**

**37.17 a.** **INVESTIGATION NOT SUBJECT TO SECTION 37.17 b.**

The Employer may investigate suspected abuse of sickness as follows:

**37.17 a.1.** The Employer may require the Employee to be examined by a physician selected by the Employer during the absence for the purpose of verifying the sickness.

**37.17 a.2.** The Employer shall assume the cost of the physician's services and shall reimburse the Employee for travel expenses as provided in Section 59. when an examination is required as provided in Section 37.17 a.1. The Employee shall be given priority for the examination so that minimum time is spent at the office.

**37.17 a.3.** Abuse of sick leave shall be subject to Section 11.

**37.17 b.** **INVESTIGATION FOR PATTERNS OF ABSENCES DUE TO SICKNESS.**

**37.17 b.1.** **CRITERIA FOR DETERMINING PATTERNS OF ABSENCES DUE TO SICKNESS.**

A pattern of absences due to sickness shall be established prior to undertaking an investigation for suspected abuse of sickness.

**37.17 b.1.a)** Patterns could include absences due to sickness occurring before or after holidays, weekends, days off, pay days, or specific days of the week or of short durations.

**37.17 b.1.b)** When an Employee uses accumulated vacation, compensatory time or authorized leave without pay for absences that are the result of sickness, the absence shall be considered as an absence due to sickness.

**37.17 b.1.c)** Absences due to workers compensation and absences substantiated by a certificate from a licensed physician or an APRN shall not be included in determining patterns.

**37.17 b.1.d)** To establish a pattern, the Employer shall conduct a historical review and analysis of Employee absences due to sickness for the duration specified below:

**37.17 b.1.d)1)** Six (6) months for regular Employees.

**37.17 b.1.d)2)** Three (3) months for non-regular Employees.

**37.17 b.1.e)** The Employer shall identify Employees with an established pattern of absences due to sickness which warrant an investigation for suspected abuse of sickness.

**37.17 b.2.** **INVESTIGATION PROCEDURES FOR PATTERNS OF ABSENCES DUE TO SICKNESS.**

**37.17 b.2.a)** The Employer shall notify the Employee with an established pattern of absences due to sickness that an investigation for suspected abuse of sickness is being conducted. The notice of investigation to the Employee and the Union shall include the following:

**37.17 b.2.a)1)** A proposed time, date, and place for a meeting to explain the specific allegations of suspected abuse of sickness and to provide the Employee an opportunity to respond to the specific allegations.

**37.17 b.2.a)2)** A copy of materials used to support the specific allegations of suspected abuse of sickness.

**37.17 b.2.a)3)** An opportunity for the Union representative to be present at the meeting and notice of the Employee's responsibility to inform the Union of the meeting.

**37.17 b.2.b)** The Employer shall meet with the Employee to determine whether the established pattern of absences due to sickness is unacceptable. The determination of an unacceptable pattern shall be made on a case-by-case basis after reviewing specific facts and circumstances.

**37.17 b.2.c)** The Employer shall document the meeting and provide a copy to the Employee. The Employee shall be notified that the documentation will be placed in the personnel file and that the Employee may submit explanatory remarks for the file as provided in Section 17.

**37.17 b.2.d)** If a determination is made that the pattern of absences is unacceptable, the Employer may require a follow-up evaluation as provided in Section 37.17 b.3.

**37.17 b.3.** **FOLLOW-UP EVALUATION FOR UNACCEPTABLE PATTERNS OF ABSENCES DUE TO SICKNESS.**

An Employee with an unacceptable pattern of absences due to sickness may be placed on a follow-up evaluation for a specific period of time not to exceed six (6) months. The follow-up evaluation period may be adjusted by the same length of time as the duration of a leave without pay or an industrial injury leave as provided in the Hawaii Workers Compensation Law at the discretion of the Employer. The Employee shall be given written notice of an extension.

**37.17 b.3.a)** The Employee shall be notified in writing of the following:

**37.17 b.3.a)1)** The specific dates of the follow-up evaluation period.

**37.17 b.3.a)2)** The requirement to undergo medical evaluation to verify all absences due to sickness, unless the requirement is waived or modified by the supervisor for a specific absence due to sickness.

**37.17 b.3.a)3)** The name of the physician or medical group to whom the Employee shall report to for the medical evaluation and the period that the Employee shall report for the medical evaluation.

**37.17 b.3.a)4)** The Employer shall assume the cost of the medical evaluation and reimburse the Employee for travel expenses as provided in Section 59.

**37.17 b.4.** **DISCIPLINARY ACTION FOR ABUSE OF SICKNESS.**

Employees who are subject to Section 37.17 b.3.a) 2) and Section 37.17 b.3.a)3) shall be disciplined for abuse of sickness for just and proper cause as provided in Section 11.01 as follows:

**37.17 b.4.a)** Each day of not reporting as directed by letter to undergo a medical evaluation by the physician selected by the department head shall be considered one (1) violation.

**37.17 b.4.b)** Each day of not providing notification of an absence due to a workers compensation injury shall be considered one (1) violation.

**37.17 b.4.c)** Each day the Employee does not report to the treating physician for an absence due to a workers compensation injury shall be considered one (1) violation unless the requirement to report is waived or modified by the supervisor upon the recommendation by the treating physician.

**37.17 b.4.d)** Each day the medical evaluation does not substantiate the Employee's sickness shall be considered one (1) violation.

**37.17 b.4.e)** Each violation of a), b), c), and d) shall be considered as unauthorized leave without pay for payroll purposes and shall result in discipline as provided in the following schedule.

| <u>Violation</u> | <u>Discipline</u>           |
|------------------|-----------------------------|
| 1st              | One (1) day suspension      |
| 2nd              | Two (2) days suspension     |
| 3rd              | Four (4) days suspension    |
| 4th              | Eight (8) days suspension   |
| 5th              | Twenty (20) days suspension |

6th

Discharge

**37.17 b.4.f)** Repeat patterns of absence due to sickness which are discovered after the end of three (3) months shall be considered one (1) violation and subject to the discipline schedule in 37.17 b.4.e).

**37.17 b.4.g)** Violations shall be counted continuously for a period of two (2) years retroactive from the date of the most current violation.

**37.18** **PROLONGED SICKNESS.**

**37.18 a.** In the event that the Employer believes that an Employee who reports to work following a prolonged sickness is not medically able to commence work, the Employee may be required to request the Employee's physician to cooperate and consult with a physician of the Employer's choice to review the nature of work to be performed as well as the physical limitations of the Employee.

**37.18 b.** After consultation, the Employee may be medically examined at the option of the physician of the Employer's choice.

**SECTION 38. OTHER LEAVES OF ABSENCE WITHOUT PAY.**

**38.01** **LEAVE OF ABSENCE WITHOUT PAY TO WORK AT THE STATE LEGISLATURE.**

A regular Employee may be granted a leave of absence without pay to render service at the State Legislature. The leave without pay shall be for the duration of not more than twelve (12) months.

**38.02** **LEAVE WITHOUT PAY TO DELAY A REDUCTION-IN-FORCE.**

A regular Employee may be granted a leave of absence without pay for not more than twelve (12) months in order to delay a planned layoff when the position which the Employee occupies has been abolished. If the Employee has not been placed at the expiration of the twelve (12) month period, the Employee shall be subject to Section 12.

**38.03** **RESERVED.**

**38.04** **LEAVE WITHOUT PAY FOR EMPLOYEES SERVING TEMPORARY INTERGOVERNMENTAL AND INTRA GOVERNMENTAL ASSIGNMENTS AND EXCHANGES.**

Subject to the provisions of Section 78-27, Hawaii Revised Statutes, Employees on temporary intergovernmental and intragovernmental assignments and exchanges may be granted leaves without pay. The Employee shall have the same rights and benefits as any other Employee of the sending agency who is on leave without pay status.



**38.05**            **EDUCATIONAL LEAVE OF ABSENCE WITHOUT PAY.**

A regular Employee may be granted a leave of absence without pay for not more than twelve (12) months provided that the leave of absence without pay may be extended for not more than twelve (12) months for any of the following reasons:

- 38.05 a.**            To pursue a course of instruction which is related to the Employee's work;
- 38.05 b.**            To engage in research which has a beneficial effect on the skills or knowledge required in the Employee's work; or
- 38.05 c.**            To improve the Employee's ability and increase the Employee's fitness for public employment.

**38.06**            **INDUSTRIAL INJURY LEAVE OF ABSENCE WITHOUT PAY.**

An Employee may be granted a leave of absence without pay for not more than twelve (12) months provided that an extension may be granted as follows:

- 38.06 a.**            While the Employee is receiving temporary total workers compensation weekly benefit payments, or
- 38.06 b.**            After granting of the final disposition of the workers compensation award, or
- 38.06 c.**            Up to one (1) year while an application for retirement is pending.

**38.07**            **LEAVE OF ABSENCE WITHOUT PAY TO WORK IN APPOINTIVE POSITIONS.**

- 38.07 a.**            An Employee may be granted a leave of absence without pay to render service as a department head, agency head, deputy department head, secretary to a department head, secretary to a deputy department head, county clerk, deputy county clerk, county legislative auditor or as an appointee to any other position within the jurisdiction that is mutually agreeable between the Employer and the Union. The Employer shall compile a list of the appointive positions to which Section 38.07 applies and maintain its currency.
- 38.07 b.**            The rights of an Employee who is released from the appointments as provided in Section 38.07 a. are as follows:
  - 38.07 b.1.**            After completion of no more than four (4) years of the leave of absence without pay, or no more than two (2) or four (4) years, as applicable, in the case of appointment to county clerk, deputy county clerk, or county legislative auditor, reinstatement in the position in which the Employee last held a permanent appointment.

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**38.07 b.2.** In the event the Employee is retained beyond four (4) or two (2) years as applicable, for the transition to a new chief executive's or county council chair's term, the Employee shall retain the reinstatement right in the position in which the Employee last held permanent appointment for no more than three (3) additional months.

**38.07 b.3.** Following more than four (4) or two (2) years as applicable, of leave of absence without pay, reinstatement in the position in which the Employee last held permanent appointment if vacant or placement in a comparable vacant position.

**38.07 b.4.** After reinstatement in the former position or placement in another comparable vacant position, compensation shall be as though the Employee had remained continuously in the position.

**38.08** **ADDITIONAL LEAVES OF ABSENCE WITHOUT PAY.**

A regular Employee may be granted a leave of absence without pay for not more than twelve (12) months, for any of the following reasons:

**38.08 a.** To recuperate from physical or mental illnesses provided for a leave of absence without pay of five (5) or more consecutive working days, an Employee shall submit a certificate from a licensed physician or an advanced practice registered nurse (APRN) to substantiate the leave of absence without pay was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of the Employee's position.

**38.08 b.** Death in the family.

**38.08 c.** To extend an annual vacation leave for travel, rest, or for recreation purposes.

**38.08 d.** To seek political office.

**38.08 e.** Personal business of an emergency nature.

**38.08 f.** Annual periods of temporary cessation of normal operation.

**38.08 g.** Child or pre-natal care.

**38.08 h.** Child adoption leave.

**38.08 i.** Care for a family member as defined in Section 41. who is ill or injured, and/or who is unable to perform one or more Activities of Daily Living (ADL). Typical ADL include:

**38.08 i.1.** Mobility: walking or wheeling any distance on a level surface.

**38.08 i.2.** Transferring: moving between the bed and a chair or the bed and a wheelchair.

**38.08 i.3.** Dressing: putting on and taking off all necessary items of clothing.

**38.08 i.4.** Toileting: getting to and from the toilet, getting on and off the toilet, and associated personal hygiene.

**38.08 i.5.** Eating: all major tasks of getting food into the body.

**38.08 i.6.** Bathing: getting into or out of a tub or shower and/or otherwise washing the parts of the body.

**38.08 i.7.** Contenance: controlling one's bladder and bowel functions.

**38.09** **RETURN RIGHTS FROM A LEAVE OF ABSENCE WITHOUT PAY.**

Except as specifically provided in Section 38. an Employee who is granted a leave of absence without pay as provided in Section 38. shall, upon condition of showing to the satisfaction of the Employer that the Employee has fulfilled the purpose of the leave of absence without pay shall have the following return rights:

**38.09 a.** A regular Employee, at the end of the leave of absence without pay shall be reinstated to the Employee's former position provided that if the position has been abolished while on leave of absence without pay, Section 12. shall be applicable.

**38.09 b.** A non-regular Employee, at the end of the leave of absence shall have reinstatement rights to the Employee's former position, provided that the status and function of the position remained the same while on the leave of absence without pay. In the event that the Employee cannot be reinstated, the Employee's employment shall end.

**38.09 c.** An Employee who does not return to work at the end of the leave of absence without pay shall be deemed to have resigned provided that if within fifteen (15) days of the end of the leave of absence without pay, the Employee furnishes satisfactory reasons to the Employer as to why the Employee was unable to return immediately after the end of the leave of absence without pay, the Employee shall be entitled to rights as the Employee had at the end of the leave of absence without pay. In the event the Employer does not accept the reasons, the issue of the reasonableness of the reasons shall be processed through Section 15.

**38.10** **OTHER RIGHTS AND CONDITIONS.**

**38.10 a.** A regular Employee on an authorized leave of absence without pay shall be eligible while on leave of absence without pay for promotion as though the Employee was not on a leave of absence without pay.

**38.10 b.** An Employee who accepts employment, either in another position in civil service or in conflict with the purpose of the authorized leave of absence without pay

while on leave of absence, shall be deemed to have resigned from the position from which the leave of absence without pay was granted, effective the date of the appointment to the other position.

**38.11**      **UNAUTHORIZED LEAVE OF ABSENCE.**

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

**38.11 b.**      The unauthorized leave of absence from work shall not be considered as service rendered.

**38.11 c.**      When an Employer decides to discipline an Employee as provided in Section 38.11 a. for unauthorized leave of absence without pay the discipline for just and proper cause as provided in Section 11.01 shall be as follows:

**38.11 c.1.**      Each day of unauthorized leave of absence without pay shall be considered as one (1) violation.

**38.11 c.2.**      Each violation shall be considered as unauthorized leave of absence without pay for payroll purposes and shall result in discipline as provided in the following schedule:

| <u>Violation</u> | <u>Discipline</u>            |
|------------------|------------------------------|
| 1st              | Written reprimand            |
| 2nd              | One (1) day suspension       |
| 3rd              | Two (2) days suspension      |
| 4th              | Four (4) days suspension     |
| 5th              | Eight (8) days suspension    |
| 6th              | Fifteen (15) days suspension |
| 7th              | Thirty (30) days suspension  |
| 8th              | Discharge                    |

**38.11 c.3.**      Violations shall be counted continuously for a period of two (2) years retroactive from the date of the most current violation.

**SECTION 38A. FAMILY LEAVE.**

**38A.01**      **LEAVE.**

**38A.01 a.**      Employee entitlement to state family leave is set forth in Chapter 398, Hawaii Revised Statutes. Accrued vacation leave and/or sick leave may be substituted for any part or all of the allowable state family leave up to a maximum of four (4) weeks per designated twelve (12) month period.

**38A.01 b.** Employee entitlement to federal family leave is set forth in the Family and Medical Leave Act of 1993.

**38A.02**      **ADMINISTRATION AND APPEALS.**

**38A.02 a.** Administration and enforcement of the state and federal family leave provisions shall be in accordance with applicable laws and regulations.

**38A.02 b.** Appeals with regard to state and federal family leave shall be filed with the appropriate state or federal agency that is responsible for administering and enforcing the respective provisions mentioned herein, i.e., State of Hawaii Department of Labor and Industrial Relations; or United States Department of Labor, Wage and Hour Division. Appeals shall not be filed through the grievance procedure found in this Agreement.

**38A.02 c.** In the event an appeal is filed with the applicable state or federal agency and a representative of such agency first determines that the state or federal agency, as the case may be, does not have jurisdiction over such an appeal because the appeal concerns the interpretation and/or application of this Section, the appellant or the Union may file a grievance through the grievance procedure contained in this Agreement.

**SECTION 39. LEAVE FOR INDUSTRIAL INJURY.**

**39.01**      **PAY.**

**39.01 a.** An Employee who is temporarily exposed to unusually hazardous conditions or who is a member of a class recognized by the action of repricing to be a class exposed to unusually hazardous conditions who is injured as the result of the unusually hazardous conditions while working and without the Employee's negligence shall be placed on accidental injury leave unless suspended or discharged and continued on the payroll at the Employee's basic rate of pay for the first four (4) months of the disability.

**39.01 b.** In the event the disability continues for more than four (4) months, the Employee shall be paid sixty percent (60%) of the Employee's basic rate of pay for the duration of the disability as though the Employee did not sustain an industrial injury.

**39.01 c.** An Employee shall be entitled to all rights and remedies allowed as provided in the Hawaii Workers Compensation Law, provided that any salary paid as provided in Section 39 shall be applied to any compensation allowed in the Hawaii Workers Compensation Law or any benefits awarded to the Employee in Part III of Chapter 88, Hawaii Revised Statutes.

**SECTION 40. LEAVE FOR JURY OR WITNESS DUTY.**

**40.01 LEAVE OF ABSENCE WITH PAY.**

An Employee who is summoned and serves as a witness or juror in any judicial proceeding shall be entitled to leave of absence with pay except as provided in Section 40.03.

**40.02 FEE OR MILEAGE ALLOWANCE.**

An Employee who serves as a witness or juror, and receives a fee or mileage allowance shall not suffer the loss of monies or have it deducted from the Employee's basic rate of pay.

**40.03 LEAVE OF ABSENCE WITH PAY.**

An Employee who serves as a witness in a case which may involve or arise out of the Employee's employment that is not with an Employer as defined in this Agreement, or personal business or private affairs shall not be entitled to leave of absence with pay as provided in Section 40.01 provided that the Employee shall be entitled to use vacation leave or use leave without pay.

**40.04 MODIFIED WORK SCHEDULE FOR JURY DUTY.**

**40.04 a.** An Employee who works on the evening or midnight shift and/or on a work schedule other than Monday through Friday is required to serve on a jury, the Employer shall place the Employee on the day shift if the shift exists and/or on the Monday through Friday work schedule for the duration of jury duty.

**40.04 b.** An Employee whose work schedule is changed as provided in Section 40.04 a. and other Employees whose work schedules are changed because of the change of the work schedule as provided in Section 40.04 a. shall not be entitled to overtime except as provided in Section 26.02 a., b. and d.

**SECTION 41. LEAVE OF ABSENCE FOR DEATH IN THE FAMILY.**

**41.01 LEAVE WITH PAY.**

**41.01 a.** An Employee shall be allowed three (3) working days as leave of absence with pay for death in the family which shall not be deducted from any other leaves, with or without pay including absences from work due to an injury as provided in the Hawaii Workers Compensation Law.

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**41.01 b.** The leave of absence with pay shall be granted on days designated by the Employee provided it is within a reasonable period of time after a death in the family.

**41.02** **FAMILY.**

**41.02 a.** Family is defined as:

**41.02 a.1.** Parents, step-parents, or legal guardians.

**41.02 a.2.** Brothers.

**41.02 a.3.** Sisters.

**41.02 a.4.** Spouse.

**41.02 a.5.** Children.

**41.02 a.6.** Parents-in-law.

**41.02 a.7.** Grandparents.

**41.02 a.8.** Grandchildren.

**41.02 a.9.** An individual who has become a member of a family through the Hawaiian hanai custom or a step relationship.

**41.02 b.** The leave of absence with pay can only be used for one mother and one father regardless of whether the parent relationship is natural, hanai, step or legal guardians.

**41.02 c.** The Hawaiian Dictionary, revised and enlarged, copyright 1986 defines hanai.

**41.03** An Employee shall be granted a reasonable number of days of vacation leave or leave of absence without pay in addition to leave of absence with pay as provided in Section 41.01 for travel to attend a funeral outside the State of Hawaii or to make necessary arrangements for a funeral in the State of Hawaii.

**SECTION 42. LEAVE OF ABSENCES FOR OTHER PURPOSES.**

**42.01** The Employer shall grant other leaves of absences not provided in this Agreement as provided in Sections 1.02 and Section 1.05.

**SECTION 43. RELIEF FOR AUTHORIZED ABSENCES.**

**43.01** In operations where it is essential to maintain a given level of service, the Employer shall endeavor to provide adequate relief during periods when Employees are absent because of authorized leaves of absence.

**SECTION 44. TRAVEL.**

**44.01** **APPLICABLE RULES, ORDINANCES, AND POLICIES.**  
Except as modified by Section 44., Chapter 3-10, Hawaii Administrative Rules, for the State, and applicable rules, regulations, ordinances, or policies for the counties shall remain applicable.

**44.02** **ON OR OFF ISLAND WORK.**

**44.02 a.** An Employee who is required to work in locations that make it impracticable and undesirable to return home at the end of a workday, with prior approval the following shall apply:

**44.02 a.1.** If commercial lodging is utilized, the Employee shall be paid a travel allowance as provided in Section 44.03.

**44.02 a.2.** If commercial lodging is not available, as in mountainous or other remote areas, the Employer shall provide cabins or tentage and needed camping supplies and equipment.

**44.02 a.3.** At the Employee's option, the Employer shall also provide adequate stores of food or pay each Employee twenty-four dollars (\$24.00) per day in lieu thereof.

**44.02 a.4.** The twenty-four dollars (\$24.00) per day shall be applicable for each twenty-four (24) hour period or portion thereof, calculated from the beginning of the Employee's workday until the Employee's return to the Employee's permanent workplace from the mountainous or other remote area.

**44.02 b.** An Employee and the Employer may mutually agree that the Employer shall provide per diem expenses as provided in Section 44.03 in lieu of Section 44.02.

**44.03** **INTRASTATE TRAVEL.**

**44.03 a.** An Employee who is required to travel on official business to another island shall be provided with per diem of ninety dollars (\$90.00) per twenty-four (24) hour day.

**44.03 b.** Official travel time involving a fraction of a day shall be in terms of quarter-day periods measured from midnight.



**44.03 c.** Official travel 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. This computation shall be applicable to all trips, including one-day trips leaving and returning on the same day. In the case of one-day trips, the Employees shall be provided a meal allowance of twenty dollars (\$20.00) in lieu of per diem.

**44.03 d.** 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 was not used.

**44.03 e.** An Employee who is assigned to work temporarily on another island in the State of Hawaii shall be allowed to return home for days off; provided that the return trip shall not apply when the Employee works overtime on days off on the island of temporary work.

**44.03 f.** The transportation cost between islands shall be paid by the Employer.

**44.04**            **OUT OF STATE TRAVEL.**

**44.04 a.** An Employee who is required to travel on business to areas outside the State of Hawaii shall be provided per diem of one hundred forty-five dollars (\$145.00) per twenty-four (24) hour day.

**44.04 b.** Travel time involving a fraction of a day shall be in terms of quarter-day periods measured from midnight.

**44.04 c.** Travel time shall begin no later than twenty-four (24) hours prior to the time the Employee is to be at work at the out of state destination.

**44.04 d.** The Employee shall be scheduled to arrive at the out of state destination (applicable airport) at least ten (10) hours before reporting for work.

**44.04 e.** The travel time shall end when the Employee returns to the Employee's home airport.

**44.04 f.** All calculations will be based on Hawaiian Standard Time.

**44.04 g.** When an authorized leave is added before or after the travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave was not used.

**44.05**            **REIMBURSEMENT FOR COMMERCIAL LODGING EXPENSES IN EXCESS OF THE LODGING ALLOWANCE.**

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- 44.05 a.** Included in the per diem rate designated in Sections 44.03 and 44.04 shall be a daily allowance for commercial lodging.
- 44.05 b.** The intrastate travel lodging allowance shall be fifty dollars (\$50.00) per twenty-four (24) hour day.
- 44.05 c.** The out of state travel lodging allowance shall be eighty-five dollars (\$85.00) per twenty-four (24) hour day.
- 44.05 d.** When an Employee's commercial lodging cost exceeds the applicable lodging allowance, the Employee shall be entitled to an additional amount added to the per diem. The additional amount shall be equal to the difference of the actual daily cost of commercial lodging and the applicable lodging allowance, multiplied by the number of days spent on commercial lodging.
- 44.05 e.** Unless waived by the Employer, request for commercial lodging expenses in excess of the lodging allowance shall be made in advance of the Employee's trip.

**44.06** **ADVANCED PER DIEM AND REIMBURSEMENTS.**

- 44.06 a.** An Employee shall receive advanced per diem for travel whenever possible.
- 44.06 b.** The Employer shall reimburse an Employee who requests reimbursement for excess lodging expenses within thirty (30) days.

**44.07** **FURNISHED MEALS AND LODGING.**

When lodging or meals are provided at no cost to the Employees, the Employer shall continue its existing practices in adjusting the per diem. The per diem shall not be adjusted when meals are included in conference programs.

**SECTION 45. KALAUPAPA TRAIL.**

**45.01** **TRAVEL.**

- 45.01 a.** An Employee of Kalaupapa Settlement whose permanent residence is on the topside of Molokai and who are provided quarters in Kalaupapa as a matter of convenience will be granted one of the following choices:
- 45.01 a.1.** Three (3) round trips by air to topside, (Molokai Airport), per month, or
- 45.01 a.2.** One (1) hour travel pay for traveling down the trail once a week and one (1) hour of travel pay for traveling up the trail once a week. Travel time will not be included as hours worked or for overtime determination.

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**45.01 b.** Employees of Kalaupapa Settlement whose permanent residence is in Kalaupapa will be granted one (1) round trip by air to topside (Molokai Airport) per month. In lieu of three (3) monthly round trips topside, Employees who are permanent residents of the Settlement shall be granted one (1) intrastate round trip by air each quarter of the calendar year. Accumulated intrastate round trips must be taken within the calendar year in which the trips were earned.

**45.02** **CHOICE.**

**45.02 a.** The Employee must choose at the beginning of each month.

**45.02 b.** An Employee who elects to travel by trail will not be able to enjoy the benefits of travel by air until the next month, or vice-versa.

**45.03** **MAINTENANCE WORK.**

When an Employee is assigned to maintenance work on the Kalaupapa Trail the Employee shall be credited with work and one (1) hour of travel pay as provided in Section 45.01 a. 2.

**45.04** **TRAVEL PAY.**

Travel pay will be computed at the Employee's straight time pay.

**45.05** **TRAIL MAINTENANCE.**

The Kalaupapa Trail shall be properly maintained for Employees who use the trail to commute in and out of Kalaupapa Settlement.

**SECTION 46. WORKING CONDITIONS AND SAFETY.**

**46.01** **WORKPLACE SAFETY - EMPLOYEES.**

**46.01 a.** Workplace safety is of mutual concern to the Employer and the Union. The Employer and the Union shall encourage Employees to observe applicable safety rules and regulations and will support appropriate efforts to provide a violence free workplace.

**46.02** **WORKPLACE SAFETY - EMPLOYERS.**

**46.02 a.** The Employer shall comply with applicable Federal, State, or Local safety laws, rules and regulations (e.g., Chapter 12-60-50, Hawaii Administrative Rules, pertaining to protective clothing, shoes and accessories), including the Hawaii Workers Compensation Law. The Employer shall provide a workplace free from violence by providing safety and health training that includes recognition of conditions and behavior that may lead to or increase the risk of violence and the means and methods to prevent or reduce that risk to Employees and supervisors during work hours.

**46.03**            **SAFETY EQUIPMENT.**

The Employer shall, at its expense, furnish its Employees with appropriate safety equipment, including protective eye and safety foot wear (such as prescription safety glasses, goggles, face shields, safety shoes, rubber boots), when such equipment is required in connection with the Employee's work, the Employee shall be required to use the equipment.

**46.04**            **SAFETY-TOE FOOTWEAR.**

When safety-toe footwear meeting the requirements and specifications of the current Occupational Safety and Health Administration (OSHA) Standards under the Code of Federal Regulations Title 29 (29 CFR) or the current Hawai'i Administrative Rules Title 12 Subtitle 8 (Title 12 HAR) (whichever standard contains the higher level of protection) is required, the following shall apply:

**46.04 a.**            **MUTUALLY AGREED ALLOWANCE.**

The Employer shall provide an allowance up to an amount to be mutually agreed between each Employer and the Union for the purchase of safety-toe footwear by Employees from any vendor. In the event a mutual agreement cannot be reached, the lowest price quotation available shall be used for the allowance.

**46.04 b.**            **COMPETITIVE BIDDING.**

**46.04 b.1.**            When the Employer utilizes competitive bidding procedures, Section 46.04 a. shall not apply.

**46.04 b.2.**            The Employer shall pay the approved price. In the event that an Employee desires safety-toe footwear which is not on the approved list but meets the approved specifications, the Employee shall be permitted to purchase safety-toe footwear from the approved vendor or, when safety-toe footwear is not available, from another vendor.

**46.04 b.3.**            The Employee shall pay the amount greater than the approved price.

**46.04 c.**            **LIST OF BRANDS AND/OR MODELS.**

The Union shall be consulted in developing lists of approved brands and/or models of safety-toe footwear.

**46.04 d.**            **OTHER SAFETY-TOE FOOTWEAR.**

Required safety-toe rubber boots or other types of safety-toe footwear not specified in Section 46.03 shall be provided at no cost to the Employees.

**46.04 e.**            **REPLACEMENT.**

**46.04 e.1.**            The Employer shall inspect safety-toe footwear that is to be replaced prior to approving the replacement.

**46.04 e.2.** Replaced safety-toe footwear shall become the property of the Employee and shall not be worn at work provided that the Employer shall have the option to place on it a distinctive mark.

**46.04 e.3.** Replacement of safety-toe footwear shall be as follows:

**46.04 e.3.a)** When damaged, without negligence, or worn out through normal wear and tear while working, or

**46.04 e.3.b)** The Employer shall have the option to repair, at its expense, the worn or damaged heels of safety-toe footwear within the first six (6) months after issuance in lieu of replacing the entire safety-toe footwear.

**46.04 f.** **SECOND PAIR OF SAFETY-TOE FOOTWEAR.**

Employees shall be provided with a second pair of safety-toe footwear when all of the following conditions are met:

**46.04 f.1.** The safety-toe footwear becomes wet frequently as a result of the Employee's work.

**46.04 f.2.** Wetness results from water or muddy conditions.

**46.04 f.3.** Wetness which saturates the shoes will occur in spite of reasonable precautions and preventive measures.

**46.04 f.4.** Safety-toe rubber boots when provided are not reasonable to wear:

**46.04 f.4.a)** Due to the nature of work, or

**46.04 f.4.b)** For more than four (4) hours per workday.

**46.05** **PRESCRIPTION SAFETY GLASSES.**

When prescription safety glasses which meets the requirements of the current Occupational Safety and Health Administration (OSHA) Standards under the Code of Federal Regulations Title 29 (29 CFR) or the current Hawai'i Administrative Rules Title 12 Subtitle 8 (Title 12 HAR) (whichever standard contains the higher level of protection) is required, the following shall apply:

**46.05 a.** The Employer shall pay up to the reasonable cost of standard prescription safety lenses and standard non-cosmetic safety frame excluding the cost of contact lenses.

**46.05 b.** **VENDORS.**

The vendors for the prescription safety glasses shall be selected by the Employee;

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except that when bidding procedures are utilized, the vendors shall be selected by the Employer.

**46.05 c.**      **COMPETITIVE BIDDING.**

**46.05 c.1.**      When the Employer utilizes competitive bidding procedures, Section 46.04a. shall not apply.

**46.05 c.2.**      The Employer shall pay the approved price, including the eye examination as provided in Section 46.05 d.

**46.05 c.3.**      In the event that an Employee who desires prescription safety glasses that is not on the approved list but meets the approved safety specifications shall be permitted to purchase the prescription safety glasses from the approved vendor, or when the prescription safety glasses is not available, from another vendor. The Employee shall pay the amount greater than the approved price.

**46.05 d.**      **COST OF EYE EXAMINATION.**

The cost for the eye examination and dispensing of safety glasses shall be paid by the Employee except where the Employer is presently reimbursing its Employees for the cost of the eye examination and dispensing of safety prescription glasses will continue to do so.

**46.05 e.**      **REPLACEMENT.**

Replacement of prescription safety glasses and/or frame shall be as follows:

**46.05 e.1.**      When damaged or lost, without negligence while working or;

**46.05 e.2.**      When replacement is required because of changes in the Employee's vision.

**46.05 e.3.**      The Employer shall select or allow the Employee to select a vendor for the replacement and pay for the cost of the eye examination, if required by the vendor, and the dispensing cost.

**46.06**      **UNSAFE WORKING CONDITIONS.**

**46.06 a.**      Employees shall make every effort to promptly report unsafe conditions and unsafe behavior including acts or threats of violence to their supervisors so that appropriate corrective action can be taken.

**46.06 b.**      If the supervisor does not take appropriate corrective action within a reasonable period, Employees may report unsafe conditions to officials other than their supervisors and shall not be disciplined.

**46.06 c.**      An Employee shall not be subject to disciplinary action for:

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**46.06 c.1.** Failure or refusal to operate or handle any machine, device, apparatus, or equipment which is in an unsafe condition or,

**46.06 c.2.** Failure or refusal to engage in unsafe practices in violation of applicable Federal, State or Local safety laws or regulations or,

**46.06 c.3.** Failure or refusal to operate or handle any machine, device, apparatus, or equipment in violation of applicable Federal, State or Local safety laws or regulations.

**46.07** **INVESTIGATION.**

**46.07 a.** The supervisor shall promptly investigate and correct the working conditions if warranted.

**46.07 b.** If the supervisor is unable to evaluate the condition or take corrective action, the supervisor shall refer the matter to the department head or designee who has the authority to make a determination.

**46.08** **DISAGREEMENT.**

**46.08 a.** In the event of a disagreement as to the existence of an unsafe condition, the Employee shall be so informed.

**46.08 b.** The Union or the Employer may call and request the State Department of Labor and Industrial Relations to render a decision on the matter.

**46.09** **CLOTHING AND TOOLS.**

**46.09a.** The Employer shall reimburse an Employee for the reasonable value of personal clothing which is damaged or destroyed by another person in or on the Employer's premises while working that is not the result of negligence by the Employee.

**46.09 b.** The Employer shall replace craft Employee's personal hand tools which are required by the Employer and the tools are:

**46.09 b.1.** Stolen or damaged on the Employer's premises while in safe-keeping or storage during or after work hours, or

**46.09 b.2.** Stolen or damaged during work hours under conditions over which the Employee had no control.

**46.09 c.** Replacement of craft hand tools shall be as follows:

**46.09 c.1.** The same brand of tool(s) unless the brand is no longer available, then the replacement brand shall be of equal quality.

**46.09 c.2.** In the event the Employer and the Employee agree to a monetary replacement instead of the actual tool(s), the monetary value shall be the amount that the replacement tool(s) can be purchased for.

**46.09 d.** **COVERALLS.**  
In recognition of the unique work activity of Bridge Maintenance Workers, the Employer shall provide each Employee with an appropriate coverall and replacement when worn out.

**46.10** **MOTOR VEHICLE.**

**46.10 a.** No Employee shall be required to operate a motor vehicle which is deemed unsafe.

**46.10 b.** If an Employee reasonably explains that a motor vehicle which the Employee has been directed to operate is unsafe, the Union and the Employer shall mutually agree to a person qualified to evaluate the safety of motor vehicles to determine if the motor vehicle is unsafe. The decision shall be final and binding.

**46.11** **SAFETY COMMITTEES.**

**46.11 a.** The safety committees shall be established as follows:

**46.11 a.1.** **OAHU.**

**46.11 a.1.a)** On the island of Oahu, a safety committee shall be established in each division of each department; provided that any department having less than fifty (50) Employees shall establish a single department-wide safety committee.

**46.11 a.1.b)** Each committee shall consist of not more than five (5) Employees selected by the Union and not more than five (5) representatives selected by the Employer.

**46.11 a.1.c)** The number of Employees may be increased by not more than three (3) by mutual agreement between the Union and the Employer in order to properly represent Employees in various work locations.

**46.11 a.2.** **NEIGHBOR ISLAND.**

**46.11 a.2.a)** On each neighbor island, a single island-wide safety committee shall be established for the State and County.

**46.11 a.2.b)** Additional safety committees may be established by mutual agreement between the Union and the Employer.



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**46.11 a.2.c)** Each State committee shall include one (1) Employee from each department selected by the Union and not more than five (5) representatives selected by the Employer.

**46.11 a.2.d)** Each County committee shall consist of not more than five (5) Employees selected by the Union and not more than five (5) representatives selected by the Employer.

**46.11 b.** **FUNCTION.**

**46.11 b.1.** The function of the Safety Committee shall be to advise the Employer concerning occupational safety and health matters as follows:

**46.11 b.1.a)** Review existing practices and rules relating to occupational safety and health.

**46.11 b.1.b)** Suggest changes in existing practices and rules.

**46.11 b.1.c)** Review accidents and recommend corrective actions and preventative measures.

**46.11 b.1.d)** Review work tasks which involve hazards and which reasonably can be expected to result in serious injury to merit the assignment of at least two (2) Employees to tasks or a second Employee in close proximity as practicable so that assistance can be provided in the event of an accident or emergency.

**46.11 b.1.e)** In the event the Employer does not implement the recommendations of the Safety Committee, the Employer shall inform the Committee of the reasons for not implementing the recommendations.

**46.11 c.** **MEETINGS.**

**46.11 c.1.** Meetings of the Safety Committee shall be conducted during work hours provided that meetings which extend beyond the workday shall be on non-paid time.

**46.11 c.2.** When meetings begin on non-work hours, the Employee's work hours shall be adjusted so as to accommodate the time spent at the meetings.

**46.11 c.3.** The safety committee may meet quarterly but shall meet once every six (6) months at the request of the union.

**46.11 d.** **TRANSPORTATION OR MILEAGE.**

Employees who are members of the Safety Committees shall be provided with transportation or provided with mileage allowance as provided in Section 59.

**46.12** **NOTICE OF ACCIDENT.**

When an accident occurs which involves serious personal injury to an Employee, the Union shall be notified as soon as possible of the accident.

**SECTION 47. TRAINING AND EMPLOYEE DEVELOPMENT.**

**47.01** Employees are encouraged to participate in training programs to meet the needs of the Employer.

**47.01 a.** The Employer shall develop in-service training or make available out-service training, including training for temporary assignment and promotions, that it deems necessary to meet the needs of the Employer.

**47.01 b.** The Union shall be consulted periodically but at least once annually in developing training plans.

**47.01 c.** Specific training programs shall be developed in consultation between the Union and the Employer.

**47.02** **OPTIONAL TRAINING.**

**47.02 a.** The Employer may grant an Employee paid time off during working hours to enter a training program which is directly related to work and will help improve skills to meet the needs of the Employer.

**47.02 b.** Approval for training shall be made without hampering the operations of the Employer.

**47.02 c.** The reasons for denial of a training request shall be in writing.

**47.02 d.** The work hours may be adjusted to accommodate the time spent in the training program. The adjustment in work hours shall not be construed to be working a split shift.

**47.02 e.** The Employer, after consultation with the Union, shall establish procedures for the verification of the Employee's attendance in the training program.

**47.02 f.** After satisfactory completion of the training, the Employer shall reimburse the Employee for the cost of tuition, books and supplies, as applicable, provided any text books paid for by government shall remain its property.

**47.03** **REQUIRED TRAINING.**

**47.03 a.** An Employee who is required to participate in training programs during the Employee's work hours shall be given time off from work to attend the training program.

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**47.03 b.** When a training program is on non-work hours, the Employee's work hours may be adjusted to accommodate the time spent in the training program. The adjustment in work hours shall not be construed to be working a split shift.

**47.03 c.** The time spent by the Employee in training on days off shall be considered as time worked.

**47.03 d.** An Employee who drives a personal vehicle to and from required training shall be entitled to mileage reimbursement as provided in Section 59.

**47.04** **PERSONAL DEVELOPMENT.**

An Employee may participate in training for personal development at the Employee's own expense and on leave of absence without pay as provided in existing rules and regulations.

**47.05** **EVIDENCE OF COMPLETION.**

Evidence of satisfactory completion of training programs shall be placed in the Employee's personnel file and may be used as a factor in giving consideration in the Employee's future promotions; however, consideration shall not be construed as affording the Employee precedence or preference over other Employees who have demonstrated greater job proficiency or have greater experience.

**47.06** **PRE-RETIREMENT PROGRAMS.**

Eligible Employees contemplating retirement shall be afforded the opportunity to attend pre-retirement advisory programs conducted by the Employer.

**47.07** **SABBATICAL LEAVE.**

**47.07 a.** The Employer may grant a sabbatical leave of absence for purposes of mutually benefiting the Employee and the Employer in improvement of Unit 1 work.

**47.07 b.** The Employer may grant a sabbatical leave to an Employee who has served seven (7) continuous years with the Employer.

**47.07 c.** A sabbatical leave shall not be extended beyond one (1) year and may not be granted again to the same Employee until the Employee has worked an additional seven (7) years with the Employer.

**47.07 d.** The Employer shall consider and may approve a sabbatical leave on the following basis:

**47.07 d.1.** The nature, length and pertinency of educational course work or other activity which the Employee plans to undertake while on sabbatical leave.

**47.07 d.2.** Whether the Employee's absence from work will adversely affect providing essential public services.

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- 47.07 d.3.** The Employee's work performance record and seniority, provided that seniority shall not be the dominant factor in granting sabbatical leaves.
- 47.07 e.** When a request for a sabbatical leave is denied, the Employer shall state the reasons for the denial in writing, if requested by the Employee.
- 47.07 f.** An Employee on sabbatical leave shall be paid an amount equal to one-half (1/2) of the basic rate of pay which the Employee was receiving at the beginning of the sabbatical leave.
- 47.07 f.1.** The basic rate of pay shall include any negotiated increase in the schedule as may be provided for in the Agreement.
- 47.07 f.2.** The payments shall be made in accordance with regular pay periods, the last two (2) of which shall not be made until after the Employee has returned to work with the Employer.
- 47.07 g.** An Employee granted sabbatical leave may engage in other employment provided, the primary purpose for which the leave was granted is met.
- 47.07 h.** Before granting a sabbatical leave to an Employee, the Employee shall enter into a contract with the Employer as follows:
- 47.07 h.1.** The Employee shall return to work at the end of the sabbatical leave or if any other leave is granted by the Employer which begins immediately following the end of the sabbatical leave, the Employee shall return to work at the end of the other leave.
- 47.07 h.2.** An Employee who does not return to work at the end of the sabbatical leave or any other leave shall be deemed to have resigned and shall refund all monies received while on sabbatical leave.
- 47.07 h.3.** After returning from a sabbatical or any other leave, the Employee shall agree to work in the appropriate department for two (2) continuous years. Authorized leaves without pay shall not constitute a break in the two (2) continuous years, but the leaves shall not be creditable in computing the two (2) continuous years.
- 47.07 h.4.** An Employee who does not work the two (2) continuous years shall refund all monies received from the Employer while on sabbatical leave.
- 47.07 h.5.** The Employee shall be guaranteed a return to the Employee's position or an equivalent position at the expiration of the sabbatical leave or any other leave.

**47.07 h.6.** After the Employee returns to work, the Employee shall have the same basic rate of pay the Employee was receiving at the beginning of the sabbatical leave and as provided in Section 47.07 f.

**47.07 h.7.** The Employee shall not be deprived of any accumulated vacation leave or sick leave, but shall not earn vacation leave or sick leave while on sabbatical leave.

**SECTION 48. PROTECTION AGAINST INCLEMENT WEATHER.**

**48.01** The Employer will make reasonable provisions for protection of Employees against inclement weather for Employees engaged in field work where adequate protection is not readily available.

**SECTION 49. SANITARY CONDITIONS AND COMFORT STATIONS.**

**49.01**

**49.01 a.** The Employer shall provide adequate and sanitary toilet and washing facilities in each baseyard.

**49.01 b.** If toilet facilities are not readily available near a work site, the Employer shall provide portable toilets if affected Employees so desire.

**49.01 c.** If the demand for portable toilets be great, the Employer reserves the right to phase-in provision for toilets.

**49.01 d.** The Employer shall provide adequate water for drinking and washing at work sites.

**SECTION 50. WORKING CONDITION DIFFERENTIAL.**

**50.01** **WAIMANO TRAINING SCHOOL AND HOSPITAL.**

**50.01 a.** An Employee who does janitorial work in Building 4, Wings 1 and 2, and Building 6 of Waimano Training School and Hospital shall be paid, in addition to the Employee's basic rate of pay, the working condition differential for each hour of work.

**50.01 b.** In the event that all of the residents of either or both buildings must be relocated elsewhere, the Employer will locate the residents as a group in another building. When this occurs, the Employer in consultation with the Union shall review and determine which Employee will be entitled to a differential because of unusual or unique working conditions.

**50.01 c.** In the event for professional reasons, a dispersal of the residents is determined to be in the best interest of the residents, the Employer will meet and consult with the Union and determine how and to which personnel the working condition differential will apply.

**50.02** **AUTOPSY.**  
An Employee who does clean-up work after an autopsy shall be paid, in addition to the Employee's basic rate of pay the working condition differential for each hour of work.

**50.03** **CORRECTIONS.**  
An Employee who works in a corrections institution shall be paid, in addition to the Employee's basic rate of pay, the working condition differential.

**50.04** **DIFFERENTIAL.**

**50.04 a.** The working condition differential shall be twenty-five cents (\$.25) for each hour or fraction of thirty (30) minutes or more of work and thirteen cents (\$.13) for less than thirty (30) minutes of work for an Employee subject to Sections 50.01 and Section 50.02.

**50.04 b.** The working condition differential shall be thirty cents (\$.30) for each hour or fraction of thirty (30) minutes or more of work and fifteen cents (\$.15) for less than thirty (30) minutes of work for an Employee subject to Section 50.03.

**50.05** **RECLASSIFICATION.**  
The Employer in consultation with the Union may terminate the differential as provided in Section 50. upon reclassification of an affected Employee's position to a higher classification because of the unusual or unique working conditions which qualified the Employee for the differential.

## **SECTION 51. REFUSE COLLECTION TASK WORK (UKU PAU).**

**51.01** Nothing in Section 51. shall be construed to modify or abolish existing Refuse Collection Task Work Agreements and the agreements shall have the same duration as provided in Section 66.01.

**51.02** For the purpose of efficiency of operations, the parties agree to recognize the existing refuse collection task work (uku pau) system as a method of determining a day's work in the applicable Employer.

**51.03** An Employee assigned to task work shall be considered to have completed the equivalent of a day's work of eight (8) hours upon completion of the assigned task.

**51.04** Modification to existing Task Work Agreements titled “Task Work Policies for Refuse Collective Operations” of the County of Maui, “Policies and Procedures on Task Work for Refuse Collection” of the City and County of Honolulu, and “Task Work Policies for Refuse Collection Operations” for the County of Kauai shall be made through negotiations between the applicable Employer and the Union. Submission of proposals and negotiations shall be as provided in Section 66.02 or Section 64.01.

**51.05** Copies of the Task Work Agreement shall be made a matter of record and filed with the Employer and Union and any alleged violation of the Task Work Agreement shall be processed through Section 15.

**SECTION 52. PARKING.**

**52.01** Discussions shall be initiated and continued to attempt to improve the severe problems caused by lack of parking spaces for Employees.

**52.02** **QUALIFIED TRANSPORTATION FRINGE BENEFIT PLAN.**  
The State of Hawaii may implement a Qualified Transportation Fringe Benefit Plan (QTFBP), as authorized under Section 132 (f) of the Internal Revenue Code of 1986, as amended, and as provided in the guidelines, dated July 2000, or as amended in accordance with the collective bargaining agreement for State Employees who park in facilities under the jurisdiction of the Department of Accounting and General Services.

**SECTION 53. JOINT COMMITTEES.**

**53.01** All committees in this Agreement shall be identified as Joint Committees. The composition of each committee when not specifically provided for in the applicable section of this Agreement shall be determined by the Employer after consultation with the Union. Any Joint Committee’s action, unless specifically provided for in the appropriate section, shall be limited to recommending action.

**53.02** Each committee shall establish rules and procedures for the conduct of its business as it deems necessary.

**53.03** Meetings of committees shall be conducted during working hours, provided that meetings which extend beyond the workday shall be on non-paid time.

**SECTION 54. DEFENSE AND COUNSEL.**

**54.01** The Employer shall provide legal counsel upon request of an Employee sued for actions of the Employee in the course and scope of employment and within the scope of the Employee's duties and responsibilities.

**SECTION 55. FOREST FIREFIGHTING SERVICES.**

**55.01** When an Employee in the Department of Land and Natural Resources is required to engage in fire suppression activities in the State forest reserves and adjacent areas, the following conditions shall be applicable notwithstanding any other section of this Agreement to the contrary:

**55.01 a.** The workday between the hours of 7:30 a.m. and 3:30 p.m. shall be considered as work creditable to the Employee's eight (8) hour workday and shall not be subject to overtime.

**55.01 b.** The workday before 7:30 a.m. and after 3:30 p.m. shall be considered as overtime work.

**55.01 c.** Work on a day off shall be considered as overtime work.

**55.01 d.** Time spent by an Employee at a designated base camp shall be considered as time worked, provided the time shall not be subject to Section 28.

**55.01 e.** Section 33. shall apply when applicable.

**55.01 f.** The present practices with respect to meals and rest periods shall be continued.

**SECTION 56. DRESS CODE.**

**56.01** The Employer shall consult with the Union before establishing new dress and personal appearance codes. Upon the request of the Union, existing dress and personal appearance codes shall be reviewed by the Employer and the Union.

**SECTION 57. PHYSICAL EXAMINATIONS.**

**57.01** **COST.**  
A physical examination required by the Employer shall be paid by Employer.

**57.02** **SCHEDULE.**

**57.02 a.** The Employer shall attempt to schedule the examination on the Employee's work hours.



**57.02 b.** In the event the examination is on non-work hours, the Employee's work hours may be adjusted to accommodate the time spent in the examination.

**57.02 c.** An Employee who is authorized and uses the Employee's personal vehicle to travel to and from the examination shall be entitled to mileage reimbursement as provided in Section 59.

**57.03** **PUC PHYSICAL EXAMINATION.**  
When an Employee is required to operate a motor vehicle for the Employer and is subject to General Order No 2. of the PUC Rules and Regulations, the PUC physical examination which is required shall be deemed to be required as provided in Section 57.01.

**57.04** **HAWAII OCCUPATIONAL SAFETY AND HEALTH EXAMINATION.**  
A medical examination required by the Hawaii Occupational Safety and Health Law because the Employee, while working, was exposed to toxic materials shall be paid by the Employer.

**SECTION 58. BILL OF RIGHTS.**

**58.01** **STATEMENT.**  
No Employee shall be required to sign a statement of complaint filed against the Employee.

**58.02** **INVESTIGATION.**

**58.02 a.** If the Employer pursues an investigation based on a complaint, the Employee shall be advised of the seriousness of the complaint.

**58.02 b.** The Employee will be informed of the complaint, and will be afforded an opportunity to respond and/or refute the complaint.

**58.03** Before making a final decision, the Employer shall review and consider all available evidence, data, and factors supporting the Employee, whether or not the Employee provides factors in defense of the complaint.

**58.04** In the event the complaint is not substantiated or the Employee is not disciplined, the complaint and all relevant information shall be destroyed, provided that the Employer may retain a summary of such information outside of the official personnel file whenever such complaint may result in future liability to the Employer, including but not limited to, discrimination complaints.

**SECTION 59. MILEAGE REIMBURSEMENT.**

**59.01**

**RATE.**

The Employer's present rules and regulations, policy and/or resolution of reimbursing an Employee for use of a personal vehicle while working shall be modified to provide for reimbursement for each mile traveled for business purposes at the standard mileage rate prescribed by the Internal Revenue Service for each mile traveled for business purposes.

**59.02**

**DEFINITION OF VEHICLE.**

The term "vehicle" in Section 59. applies to automobiles, trucks, vans, buses or motorcycles, provided that the mileage reimbursement rate for motorcycles shall be one-half (1/2) of the reimbursement rate as provided in Section 59.01.

**59.03**

**CALL-OUT.**

Mileage reimbursement to and from home to the workplace shall be granted for call-out work as provided in Section 33.02.

**59.04**

**DAYS OFF AND HOLIDAYS.**

Mileage reimbursement shall be granted for overtime work on days off and holidays, except for Employees whose work hours include a holiday.

**59.05**

**REIMBURSEMENT DEADLINE.**

The Employer shall provide the mileage reimbursement to the eligible Employee within thirty (30) days (approximately two (2) pay periods) from the date on which the claim for mileage reimbursement is filed with the Employer.

**SECTION 60. LICENSES.**

**60.01**

When an Employee is required by law and/or the Employer to obtain licenses in order to work in an existing position and temporary assignments the initial and renewal cost of obtaining licenses shall be reimbursed by the Employer upon proof of certificate. In the event formal training is required prior to obtaining the license the cost shall be paid by the Employer.

**60.02**

An Employee of Wastewater who is required to have the following certificates to work shall be reimbursed for the cost of the initial and renewal application, examination and other related costs.

1. Conversion certificate.
2. Condition certificate.
3. Temporary certificate.
4. The appropriate permanent or temporary certificate and any lower permanent or temporary certificates to meet the certification requirement of the position to which the Employee is assigned.

**SECTION 61. DEPARTMENT OF EDUCATION.**

Section 61 shall apply to Employees of the Department of Education, State of Hawaii.

**61.01**      **WORK SCHEDULES.**

**61.01 a.**      Non-Shift and Shift Work. (In lieu of Section 25.03 a. and 25.03 b.) The work schedules of non-shift Employees who work other than Monday through Friday and Employees who work in operating units subject to shift work including units operating less than twenty-four (24) hours per day shall be prepared and administered as follows:

**61.01 a.1.**      **LENGTH.**  
Each work schedule shall be prepared for one (1) semester.

**61.01 a.2.**      **MANPOWER.**  
The Employer shall set forth its required manpower coverage for the required shifts per workday over a five (5) day work week from Monday through Friday referred to as a work schedule in Section 61.01 a.

**61.01 a.3.**      **NUMBER OF EMPLOYEES.**

**61.01 a.3.a)**      The work schedule shall specify the number of Employees in each work classification needed for the required shifts for each day of each work assignment of each work week on Exhibit 61.01 a.

**61.01 a.4.**      **PRESENTED TO EMPLOYEES.**  
The work schedule shall be presented to Employees commencing in Baseyard/Workplace or Institutional Workplace seniority order for each classification nine (9) weeks prior to the beginning of the work schedule.

**61.01 a.5.**      **WORKDAYS, DAYS OFF AND SHIFTS.**  
Employees shall have three (3) weeks to exercise their choices of shifts and work assignments, however, in choosing shifts and work assignments each Employee is required to select the same shifts and work assignments for each work week of each semester, subject to the manpower coverage, contractual restrictions, and limitations in order of Baseyard/Workplace or Institutional Workplace seniority for each classification. Provided that shift and work assignments may be reasonably changed between postings to accommodate senior Employees desiring shift and work assignment changes.

**61.01 a.6.**      **FULL-TIME AND PART-TIME.**

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

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

**61.01 a.7.** **CONTACT BY THE SUPERVISOR.**  
When an Employee is not available to exercise the choices because of an authorized absence, the supervisor shall make a reasonable effort to contact the Employee and give the Employee a reasonable amount of time to exercise the choices. Contact by the supervisor shall not qualify the Employee for overtime.

**61.01 a.8.** **EXERCISE CHOICES.**

**61.01 a.8.a)** Each Employee shall exercise the choices on the first workday that the Employee is assigned by the Employer to exercise the choices.

**61.01 a.8.b)** When an Employee does not exercise the choices, the Employee shall be assigned to any unselected shifts and work assignments on the posted work schedule without regard to seniority.

**61.01 a.9.** **REVIEW CHOICES.**  
The Employer shall have two (2) calendar weeks to review the choices made by the Employees to ascertain whether any of the choices would violate this Agreement. In the event it is necessary to modify choices to avoid violations of this Agreement, the Employer shall contact Employees to have them modify their choices.

**61.01a.10.** **POSTING.**  
The Employer shall post the final work schedule at least four (4) weeks in advance.

**61.01a.11.** **EXEMPTIONS.**

**61.01 a.11.a)** The Employer shall not pay overtime as a result of the application of Section 61.01, which allows for the selection of shifts and work assignments by seniority.

**61.01 a.11.b)** Section 35.03 shall not be applicable to Employees subject to Section 61.01.

**61.01 a.12.** **EXCHANGE.**  
Employees may exchange shifts and work assignments during the same work week with the Employer's approval. Employee initiated exchanges shall be requested on a form and shall not qualify the Employees involved in the exchange for overtime.

**61.01 b.** The work hours made available by the addition of temporary Breakfast Program positions shall be considered when determining whether or not a shift operation exists in a school cafeteria.

**61.02**            **ADJUSTMENT OF HALF-TIME EMPLOYEE SCHEDULES.**

**61.02 a.**            A half-time school Employee through Exhibit 61.02 Adjustment of Half-Time Employee Schedule with the principal shall be permitted to have the work schedule adjusted from four (4) to eight (8) hours per day on certain days within the pay period when school is not in session, provided that the minimum number of hours worked during the pay period would be equal to the number of hours the Employee would have worked as a half-time Employee.

**61.02 b.**            In lieu of Section 26.02 j., k., l. and m., the adjustment shall be shown on the posted work schedule following the signing of Exhibit 61.02 Adjustment of Half-Time Employee Schedule.

**61.02 c.**            The adjustment shall indicate the days on which eight (8) hours are worked and the days on which less than eight (8) hours are worked provided that the minimum number of hours worked each pay period would be equal to the number of hours the Employee would have worked in the pay period as a half-time Employee if Exhibit 61.02 Adjustment of Half-Time Employee Schedule had not been signed.

**61.02 d.**            The adjustment provided in Section 61.02 shall not entitle the Employee to accumulate benefits in excess of those that would have accumulated as a half-time Employee.

**61.02 e.**            Adjustment to the work schedule in Section 61.02 b may be changed with mutual consent by initialing Exhibit 61.02 Adjustment of Half-Time Employee Schedule.

**61.02 f.**            The Department of Education shall maintain a central file at each school of Exhibit 61.02 Adjustment of Half-time Employee Schedule, and copies shall be provided to the Union upon request.

**61.03**            **BASEYARD/WORKPLACE DETERMINATION.**

The Cafeteria unit and the Custodial unit in a school shall be considered separate Baseyards/workplaces for determining seniority as provided in Section 16.02 d. (e.g., an Employee who transfers or is promoted from a position in the Custodial unit to a position in the Cafeteria unit in the same school shall not have the Baseyard/Workplace seniority transferred with the Employee as provided in Section 16.01 b.).

**61.04**            **VACATION LEAVE.**

**61.04 a.**            Employees of the Department of Education are encouraged to request the scheduling of vacation leave when classes are not in session.

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**61.04 b.** School administrators shall have the authority to approve vacation leave requested by an Employee in the school year and to employ a substitute for the Employee as necessary to ensure the continuation of adequate services to the school.

**61.05** **CLASSROOM CLEANING.**

**61.05 a.** The Department of Education shall offer to extend hours of part-time School Custodians and part-time Cafeteria Helpers to work additional hours of classroom cleaning in the school year when classes are in session.

**61.05 b.** The following shall apply in extending the hours of Employees:

**61.05 b.1.** The Department of Education shall determine the number of hours to be allocated to each school for classroom cleaning.

**61.05 b.2.** The Department of Education shall use the following order of priority when offering additional hours for classroom cleaning work:

**61.05 b.2.a)** Part-time School Custodians.

**61.05 b.2.b)** Part-time Cafeteria Helpers.

**61.05 b.3.** A part-time School Custodian or Cafeteria Helper shall be offered additional hours for classroom cleaning work not to exceed a total of eight (8) hours of work per day at their basic rate of pay.

**61.05 b.4.** A part-time School Custodian or Cafeteria Helper who agrees to work additional hours of classroom cleaning shall work the additional hours of classroom cleaning for the school semester indicated on Exhibit 61.05 Classroom Cleaning.

**61.05 b.5.** If additional classroom cleaning hours are available, after compliance with Section 61.05 b.2.a) and b), the Department of Education may employ others as classroom cleaners exempt from the civil service on a less than half-time basis.

**61.05 b.6.** As provided in Section 26.11 the Department of Education may adjust the work schedules of part-time School Custodians and part-time Cafeteria Helpers to enable them to work the additional hours of classroom cleaning.

**61.06** **RESIDENT CUSTODIAN COTTAGES.**

**61.06 a.** Existing resident custodian cottages in the Department of Education shall continue to be utilized until one of the following occurs:

**61.06 a.1.** The custodian cottage is in the way of new construction, or

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**61.06 a.2.** The cost of repair to keep the custodian cottages in a livable state (good repair) to meet sanitary standards and to meet building code requirements shall not exceed the amount of two-years' rental fees.

**61.06 b.** A Custodial Housing Rental Agreement as provided by the Department and in which is established the rights and obligations of the Department and Tenant shall be executed by the Department and the resident custodian.

**61.07** **TEMPORARY ASSIGNMENT TO SCHOOL FOOD SERVICES  
MANAGER POSITIONS.**

When a Unit 1 Employee is considered for temporary assignment to School Food Services Manager (SFSM) positions with the Department, Section 16.04 of the agreement shall be modified as follows:

**61.07 a.** **DEFINITIONS.**

**61.07 a.1.** The definition of "qualified" shall include the certification by the Department of successful completion of a Department sponsored or approved training program.

**61.07 a.2.** Employees who have successfully completed the training program shall be deemed to be "certified".

**61.07 a.3.** Employees who are not certified shall be referred to as "non-certified".

**61.07 b.** Only certified Unit 1 Employees at the respective school shall be considered for temporary assignment to the SFSM position. In the event that there are no certified Employees at the respective school, the following is the order of the temporary assignment:

**61.07 b.1.** A certified Employee from another school in the respective district shall be offered the temporary assignment on the basis of district seniority.

**61.07 b.2.** A certified Employee in another district based on department seniority.

**61.07 b.3.** A qualified substitute (e.g., former SFSM).

**61.07 b.4.** A non-certified Employee.

**61.07 c.** The Department shall:

**61.07 c.1.** Conduct training as provided in Section 47. to enable interested Employees to be certified;

**61.07 c.2.** Conduct training at least annually when classes are not in session;

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**61.07 c.3.** Provide appropriate time off from work to Employees indicating an interest in the training program;

**61.07 c.4.** Certify Employees who successfully complete the training program to be qualified for temporary assignments to SFSM positions when a SFSM is not available for temporary assignment;

**61.07 c.5.** Certify Employees who successfully complete approved community college, or equivalent, programs at the Employee's own volition and expense.

**61.08** **A+ PROGRAM CUSTODIAL AND CAFETERIA SUPPORT OPERATIONS.**

**61.08 a.** After School A+ Program will be implemented starting on the first (1st) full day for students and ending on the last full day for students.

**61.08 b.** The Department shall endeavor to minimize the impact of changes to the work assignments and working hours of its Employees necessitated by the A+ Program activities.

**61.08 c.** The Department of Education shall provide the following guidelines to its school administrators:

**61.08 c.1.** **CUSTODIAN OPERATIONS.**

**61.08 c.1.a)** School principals may, without creating an adverse impact on the workload, change or rearrange work assignments within an incumbent school custodian's workday provided that no change is made to the current workday beginning and ending times. This will permit the school, as feasible, to delay the cleaning of facilities used by the A+ Program until later in the workday when the facility is no longer in use.

**61.08 c.1.b)** If the cafeteria needs to be cleaned after usage by the A+ Program by school custodian(s) who cleaned the cafeteria after usage by the regular school program, additional hours of work may be assigned as provided in Section 61.08 c.1.e).

**61.08 c.1.c)** The school principal may change the work schedule of a vacant position to accommodate a later or early morning beginning time which would better fit a time when facilities will be available for cleaning.

**61.08 c.1.d)** The school principal may change the beginning and ending times of an Employee to permit facilities to be cleaned after A+ Program usage provided the Employee agrees to the change.

**61.08 c.1.d)1)** The change in work hours can be implemented immediately in lieu of Section 25.01 provided that:



**61.08 c.1.d)1)(a)** The change shall be documented and signed by the principal and the Employee.

**61.08 c.1.d)1)(b)** The Department of Education shall maintain a central file at each school of waivers and copies shall be provided to the Union upon request.

**61.08 c.1.d)1)(c)** Section 61.08 c.1.d)1) is applicable only to the initial change of work hours.

**61.08 c.1.e)** The school principal is authorized to offer additional hours of work to school custodians and cafeteria helpers or to hire classroom cleaners to the extent that funds have been allocated to the school for this purpose.

**61.08 c.1.e)1)** The additional hours of work shall not exceed a total of eight (8) hours of work per day and shall be offered in the following order of priorities:

**61.08 c.1.e)1)(a)** Part-time school custodians in the same school by seniority.

**61.08 c.1.e)1)(b)** Part-time cafeteria helpers in the same school by seniority.

**61.08 c.1.e)1)(c)** Part-time cafeteria helpers from the central kitchen serving the school by seniority.

**61.08 c.1.e)1)(d)** Part-time school custodians and cafeteria helpers from other schools based on the earliest date and time of application.

**61.08 c.1.e)1)(e)** Full-time custodians in the same school on overtime.

**61.08 c.1.e)1)(f)** Classroom cleaners hired from outside the Department. (Less than four (4) hours of work per day.)

**61.08 c.2.**      **CAFETERIA OPERATIONS.**

**61.08 c.2.a)** Additional staffing will be provided to the schools to support the A+ Program in accordance with the existing staffing formula.

**61.08 c.2.b)** The additional staffing will be used by the schools to support the preparation of snacks for the A+ Program.

**61.08 c.2.c)** In the event that the A+ Program needs cannot be met due to unusual or unanticipated circumstances, overtime requests may be submitted to the district office in accordance with established procedures.

**61.08 c.2.d)** The district may approve requests at its discretion.

**61.09**      **MEAL PERIOD DELAYED - CAFETERIA EMPLOYEES.**

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- 61.09 a.** A cafeteria Employee who requests that the meal period as provided in Section 18.02 a. be delayed shall complete Exhibit 61.09 Meal Period Delayed - Cafeteria Employees which shall document Employee requests to delay or withdrawals of the request.
- 61.09 b.** An Exhibit 61.09 Meal Period Delayed - Cafeteria Employees which is completed shall be effective with the beginning of the new work schedule, provided the request to delay or withdrawal is submitted when the new work schedule is proposed.
- 61.09 c.** The Department of Education shall maintain a central file at each school of Exhibit 61.09 Meal Period Delayed - Cafeteria Employees and copies shall be provided to the Union upon request.

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**EXHIBIT 61.01 a.**

**WORK SCHEDULE**

**Classification:** \_\_\_\_\_  
**FTE:** \_\_\_\_\_

**School:** \_\_\_\_\_  
**Workplace:** \_\_\_\_\_  
**FIRST Semester Work Schedule:** \_\_\_\_\_  
**SECOND Semester Work Schedule:** \_\_\_\_\_

**Start and End Date of Schedule:** \_\_\_\_\_  
**Date Presented to Employees:** \_\_\_\_\_  
**Date Employee Selection Ends:** \_\_\_\_\_  
**Review Choices Completed:** \_\_\_\_\_  
**Date Final Schedule is Posted:** \_\_\_\_\_  
**Verified by:** \_\_\_\_\_

| <u>Shift No.</u>                        | <u>Hours of Work</u> | <u>Number of Employees Required Per Day/Shift</u> |   |   |   |    |   |    |
|---|----------------------|---|---|---|---|----|---|----|
|   |                      | SU  | M | T | W | TH | F | SA |
|   |                      |   |   |   |   |    |   |    |
|   |                      |   |   |   |   |    |   |    |
|   |                      |   |   |   |   |    |   |    |
|   |                      |   |   |   |   |    |   |    |
|   |                      |   |   |   |   |    |   |    |
|   |                      |   |   |   |   |    |   |    |
|   |                      |   |   |   |   |    |   |    |
| <b>TOTAL REQUIRED MANPOWER COVERAGE</b> |                      |   |   |   |   |    |   |    |

| NAME | Shift No. | Work Assign. No. | HOURS OF WORK | SIGNATURE OF EMPLOYEE |
|------|-----------|------------------|---------------|-----------------------|
|      |           |                  |               |                       |
|      |           |                  |               |                       |
|      |           |                  |               |                       |
|      |           |                  |               |                       |
|      |           |                  |               |                       |
|      |           |                  |               |                       |

**EXHIBIT 61.02**

**ADJUSTMENT OF HALF-TIME EMPLOYEE SCHEDULE**

1. As provided in Section 61.02 of the Unit 1 Agreement, I agree to have my work schedule adjusted from four (4) to eight (8) hours per day on days within the pay period when schools are not in session, provided that the minimum number of hours worked during the pay period shall be equal to the number of hours I would have worked as a half-time Employee.
2. In lieu of Section 26.02 j., k., l. and m. the adjustments shall be shown on the posted work schedule following the signing of Exhibit 61.02 Adjustment Of Half-Time Employee Schedule.
3. The posted work schedule may be changed by initialing Exhibit 61.02 Adjustment Of Half-Time Employee Schedule.
4. The adjustments in the work schedule shall not entitle me to accrue benefits in excess of those which I would have accrued as a half-time Employee.

Acknowledgment:

|  |                                      |                                       |              |
|--|--------------------------------------|---------------------------------------|--------------|
| _____<br>Employee's Signature  |                                      | _____<br>Principal's Signature        |              |
| Date: _____  |                                      | Date: _____                           |              |
| <u>Subsequent Adjustment</u><br><u>as provided in</u><br><u>Section 61.02 d.</u> | <u>Employee's</u><br><u>Initials</u> | <u>Principal's</u><br><u>Initials</u> | <u>Date:</u> |
| _____  | _____                                | _____                                 | _____        |
| _____  | _____                                | _____                                 | _____        |
| _____  | _____                                | _____                                 | _____        |
| _____  | _____                                | _____                                 | _____        |

**EXHIBIT 61.05**

**CLASSROOM CLEANING**

NAME: \_\_\_\_\_

WORKPLACE: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

POSITION NO: \_\_\_\_\_

BASEYARD/WORKPLACE SENIORITY DATE: \_\_\_\_\_

1. As provided in Section 61.05 I agree to work additional hours of classroom cleaning for the:

a. First Semester: O      Date: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

b. Second Semester: O      Date: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

2. Work Hours:

a. Regular:                      From \_\_\_\_\_ to \_\_\_\_\_

b. Classroom Cleaning:              From \_\_\_\_\_ to \_\_\_\_\_

Acknowledgment:

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Principal's Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 61.09**

**MEAL PERIOD DELAYED - CAFETERIA EMPLOYEES**

1. I request to delay my meal period beyond the five (5) hour requirement of Section 18.02 a. until I decide to withdraw my request by signing and dating the withdrawal on Exhibit 61.09 Meal Period Delayed - Cafeteria Employees.
2. I understand and agree that the delay will not allow me to claim overtime as provided in Section 18.02 c.

Acknowledgment:

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Principal's Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Withdrawal of Meal Period Delayed  
Acknowledgment:

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Principal's Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 62. BENEFIT PLANS.**

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

B. **Effective July 1, 2021**

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 effective July 1, 2021, 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:

| <b><u>BENEFIT PLAN</u></b>                      | <b><u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u></b> |
|---|---|
| a. Medical (PPO or HMO) (medical, drug & chiro) | \$428.78  |
| b. Dental                                       | \$ 22.14  |
| c. Vision                                       | \$ 3.68   |
| d. Dual coverage (medical & drug)               | \$ 22.74  |

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:

| <b><u>BENEFIT PLAN</u></b>                      | <b><u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u></b> |
|---|---|
| a. Medical (PPO or HMO) (medical, drug & chiro) | \$1,041.40  |

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|    |                                |          |
|----|--------------------------------|----------|
| b. | Dental                         | \$ 44.28 |
| c. | Vision                         | \$ 6.84  |
| d. | Dual coverage (medical & drug) | \$ 42.90 |

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) | \$1,327.70                                 |
| b. Dental                                       | \$ 72.78                                   |
| c. Vision                                       | \$ 8.94                                    |
| d. Dual coverage (medical & drug)               | \$ 46.72                                   |

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 July 1, 2022**

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, effective July 1, 2022 for plan year 2022-2023, with the exception of items C1d., C2d., C3d., and C4., which shall be as described below, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus sixty percent (60%) of any administrative fees.

1. The amounts paid by the Employer shall be based on the plan year 2022-2023 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

**BENEFIT PLAN**

- a. Dental
- b. Vision
- c. Dual coverage (medical & drug)

d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan, regardless of which plan is chosen. The amount shall be based on 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro), provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

2. The amounts paid by the Employer shall be based on the plan year 2022-2023 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

**BENEFIT PLAN**

- a. Dental
- b. Vision
- c. Dual coverage (medical & drug)

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d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan, regardless of which plan is chosen. The amount shall be based on 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro), provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

3. The amounts paid by the Employer shall be based on the plan year 2022-2023 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

**BENEFIT PLAN**

- a. Dental
- b. Vision
- c. Dual coverage (medical & drug)

d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall pay the same monthly contribution for each member enrolled in a family medical plan, regardless of which plan is chosen. The amount shall be based on 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro), 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 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.

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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 reflect the rounding described in item F. Employer contributions effective July 1, 2022 shall be rounded as described in item F. after the Trust Fund Board formally establishes and adopts the final premium rates for Fiscal Year 2022-2023.

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.

**SECTION 63. COMMERCIAL MOTOR VEHICLE ALCOHOL AND CONTROLLED SUBSTANCE TEST.**

**63.01 STATEMENT OF PURPOSE.**

**63.01 a.** Section 63. is intended to comply with the Omnibus Transportation Employee Testing Act of 1991 and the U.S. Department of Transportation’s (DOT) rules and regulations adopted as provided in the Act, hereafter “DOT Rules”.

**63.01 b.** Where it is found that a section does not comply with the DOT Rules, the DOT Rules shall prevail where valid and the parties shall renegotiate to bring the section into compliance.

**63.01 c.** The workplace shall be free from the risks posed by the use of alcohol and controlled substance to the safety of the public and to Employees.

**63.01 d.** Employees subject to alcohol and controlled substance tests and who are subject to disciplinary actions by Section 63. shall be afforded “due process” as provided in Section 63.

**63.02 DEFINITIONS.**

**63.02 a. ACCIDENT.**

An occurrence involving a Commercial Motor Vehicle (CMV) operating on a public road which results in:

**63.02 a.1.** A fatality; bodily injury to a person who immediately received medical treatment away from the accident,

**63.02 a.2.** One or more vehicles is disabled and must be towed from the scene, or

**63.02 a.3.** A mass transit vehicle involved in an accident is removed from revenue service.

**63.02 b. ALCOHOL.**

The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl alcohol and isopropyl alcohol.

**63.02 c. ALCOHOL CONCENTRATION.**

The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath.

**63.02 d. ALCOHOL USE.**

The consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

**63.02 e.**            **COMMERCIAL MOTOR VEHICLE (CMV).**

A motor vehicle or combination of vehicles used in commerce if the motor vehicle:

**63.02 e.1.**            Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds.

**63.02 e.2.**            Has a gross vehicle weight rating of 26,001 or more pounds.

**63.02 e.3.**            Is designed to transport sixteen (16) or more passengers, including the Employee.

**63.02 e.4.**            Is of any size and is used in the transportation of material found to be hazardous for the purposes of Hazardous Materials Transportation Act and which requires the motor vehicle to be placarded.

**63.02 f.**            **CONTROLLED SUBSTANCE.**

Substance other than alcohol such as marijuana, cocaine, opiates, amphetamines, and phencyclidine, and other substances under the Controlled Substance Act (21 U.S.C.802) as may be revised.

**63.02 g.**            **EMPLOYEE.**

An Employee in Unit 1 who is covered by the DOT Rules referred to in Section 63.01 a. and operates a CMV at the direction of the Employer.

**63.02 h.**            **EMPLOYER.**

The State of Hawaii, the City and County of Honolulu, the County of Hawaii, the County of Maui, and the County of Kauai are the Employer, individually and collectively.

**63.02 i.**            **PERFORMING A SAFETY SENSITIVE FUNCTION.**

An Employee is considered to be performing a safety sensitive function during periods in which the Employee is:

**63.02 i.1.**            Performing,

**63.02 i.2.**            Ready to perform, or

**63.02 i.3.**            Immediately available to perform any safety sensitive function as provided in Section 63.02 k.

**63.02 k.**            **SAFETY SENSITIVE FUNCTION.**

Work functions are as follows:

**63.02 k.1.**            Time at a facility waiting to be dispatched until the Employee ends work.

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**63.02 k.2.** Time inspecting equipment as required by federal regulations or otherwise inspecting, servicing, or conditioning any CMV at any time.

**63.02 k.3.** Time driving.

**63.02 k.4.** Time, other than driving time, in or on any CMV, except time spent resting in a sleeper berth.

**63.02 k.5.** Time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded; remaining in readiness to operate the vehicle, or in giving receipts for shipments loaded or unloaded.

**63.02 k.6.** Time repairing, obtaining assistance, or remaining in attendance of a disabled vehicle.

**63.02 l.** **WORK.**  
Work means from the time the Employee begins to work or is required to be in readiness to work until the time the Employee ends work.

**63.02 m.** **SUPERVISOR.**  
The Employer designee who has passed requirements as provided in Section 63.07.

**63.03** **PROHIBITIONS.**

**63.03 a.** **ALCOHOL.**  
An Employee shall not:

**63.03 a.1.** Report to work or continue working while having an alcohol concentration of 0.02 or higher.

**63.03 a.2.** Possess alcohol while working.

**63.03 a.3.** Use alcohol while performing safety sensitive functions.

**63.03 a.4.** Perform safety sensitive functions within four (4) hours after using alcohol.

**63.03 a.5.** Use alcohol for eight (8) hours after an accident, or until the Employee completes an alcohol test, whichever is sooner.

**63.03 a.6.** Refuse to submit to a required alcohol test.

**63.03 b.** **CONTROLLED SUBSTANCE.**  
An Employee shall not:

**63.03 b.1.** Report to work or continue working when using a controlled substance, except when the controlled substance is prescribed by a physician who has advised the Employee the substance does not adversely affect the ability to operate a vehicle.

**63.03 b.2.** Possess controlled substance while working.

**63.03 b.3.** Use controlled substance while performing safety sensitive functions.

**63.03 b.4.** Perform safety sensitive functions after testing positive until a return to work test is administered and results in a negative test.

**63.03 b.5.** Refuse to submit to a required controlled substance test.

**63.04** **TEST.**

**63.04 a.** **REQUIRED TEST.**

Prior to the first time an Employee performs a safety sensitive function and/or being placed on a temporary assignment list, the Employee shall be subject to a controlled substance test, except as provided in the DOT Rules referred to in Section 63.01 a.

**63.04 b.** **ALCOHOL TESTING.**

There shall be no pre-employment alcohol testing.

**63.04 c.** **PROMOTIONS, TEMPORARY ASSIGNMENTS OR OTHER PERSONNEL CHANGES.**

After compliance with Section 63.04 a., a covered Employee as provided in Section 63.02 g. and i. shall not be subject to alcohol and controlled substance tests as a condition for receiving a promotion, temporary assignment, or other personnel changes.

**63.05** **POST ACCIDENT TEST.**

**63.05 a.** **REQUIRED TESTS.**

Following an accident as provided in Section 63.02 a., each surviving Employee shall submit to an alcohol and controlled substance test if the accident involved a loss of human life or if no fatality occurs but a Employee receives a citation for a moving traffic violation or a mass transit vehicle involved in an accident is removed from revenue service.

**63.05 b.** **ALCOHOL.**

An alcohol test required by Section 63.05 a. shall be administered within two (2) hours but no later than eight (8) hours following the accident. If the test is not administered within eight (8) hours following the accident the Employer shall cease attempts to administer an alcohol test.

**63.05 c.**            **CONTROLLED SUBSTANCE.**

A controlled substance test required by Section 63.05 a. shall be administered within thirty-two (32) hours following the accident. If the test is not administered within thirty-two (32) hours following the accident the Employer shall cease attempts to administer a controlled substance test.

**63.05 d.**            **MEDICAL ATTENTION AND CARE.**

Nothing in Section 63.05 shall be construed to require the delay of necessary medical attention for injured persons following an accident or to prohibit an Employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

**63.06**                **RANDOM TEST.**

**63.06 a.**            **RATE OF TEST.**

**63.06 a.1.**        The Employer shall conduct random alcohol and controlled substance tests of Employees.

**63.06 a.2.**        The tests shall be conducted on an annual basis and the number of alcohol tests conducted each year shall not be less than twenty-five percent (25%) of the average number of Employee positions each selection period.

**63.06 a.3.**        The number of controlled substance tests conducted each year shall not be less than fifty percent (50%) of the average number of Employee positions each selection period.

**63.06 a.4.**        If the Federal Highway Administrator or other applicable U.S. Department of Transportation administrator lowers or raises the minimum random alcohol and/or controlled substance tests level, the Employer shall adjust its random test rate as applicable.

**63.06 b.**            **PROBATIONARY PERIOD TEST.**

**63.06 b.1.**        The Employer shall conduct controlled substance tests of Employees once while on an initial probationary period. The selection of Employees shall be determined by a scientifically valid random number selection method until only one (1) Employee remains not tested. The remaining Employee shall be tested on a date determined at random. Once an Employee has been selected from the probationary testing pool and tested, the Employee's name shall be removed from this pool.

**63.06 b.2.**        Before an Employee is subjected to a controlled substance test as provided in Section 63.06 b.1., the Employee shall agree to sign Exhibit 63.06 b.2. Resignation Agreement, or be discharged, whereby the Employee agrees to resign



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from employment when the Employee is first tested positive for controlled substance while on an initial probationary period.

**63.06 b.3.** The Employer shall conduct controlled substance tests of Employees once while on a new probationary period. The selection of Employees shall be determined by a scientifically valid random number selection method until only one (1) Employee remains not tested. The remaining Employee shall be tested on a date determined at random. Once an Employee has been selected from the probationary testing pool and tested, the Employee's name shall be removed from the probationary pool. In the event an Employee tests positive the Employee shall be subject to the requirements of an Employee who tests positive.

**63.06 b.4.** Section 63.06 b.1., Section 63.06 b.2. and Section 63.06 b.3. shall not preclude other applicable tests.

**63.06 b.5.** Test of the Employees on an initial or new probationary period shall not be included in determining the minimum established in Section 63.06 a.

**63.06 c.** **1998 TEST.**

**63.06 c.1.** The Employer may conduct random controlled substance tests of Employees at least once in the 1998 calendar year notwithstanding Section 63.06 a. The tests shall be determined as provided in Section 63.06 d.

**63.06 c.2.** Section 63.06 d. shall be used to determine the tests of Employees not tested at least once by December of 1998 until only one Employee remains not tested. The remaining Employee shall be tested on a date determined at random.

**63.06 d.** **SELECTION METHOD.**

**63.06 d.1.** The selection of Employees shall be determined by a scientifically valid random number selection method.

**63.06 d.2.** Each Employee within a designated pool shall have an equal chance of being tested each time the selections are made.

**63.06 d.3.** Random tests shall be conducted as provided in the DOT Rules.

**63.06 e.** **RESTRICTIONS ON RANDOM ALCOHOL TEST.**

An Employee shall only be randomly tested for alcohol while the Employee is performing safety sensitive functions as provided in Section 63.02 k.,

**63.06 e.1.** Just before the Employee is to perform safety sensitive functions, or

**63.06 e.2.** Just after the Employee has ceased performing safety sensitive functions.

**63.07**                    **REASONABLE SUSPICION TEST.**

**63.07 a.**                **TRAINING OF SUPERVISORS.**

**63.07 a.1.**            Supervisors designated to determine whether reasonable suspicion exists must receive at least sixty (60) minutes of training on alcohol misuse, at least sixty (60) minutes of training on controlled substance use and indicators of probable use and misuse.

**63.07 a.2.**            Supervisors shall be subject to training once every five (5) years.

**63.07 a.3.**            The Employer shall provide to the Union a list of trained supervisors, their names, positions, extent and nature of training, date of the last training and the jurisdiction. A current list will be provided when there are changes to the original list.

**63.07 b.**                **AUTHORITY.**

**63.07 b.1.**            Supervisors who have received the training as provided in Section 63.07 a. may direct an Employee to submit to an alcohol and/or controlled substance test when that supervisor has reasonable suspicion to believe an Employee has violated the prohibitions in Section 63.03 a.1., Section 63.03 a.2., Section 63.03a.3., Section 63.03 a.4. and Section 63.03 a.5. and Section 63.03 b.1., Section 63.03 b.2., Section 63.03 b.3. and Section 63.03 b.4., except as otherwise provided in the DOT Rules.

**63.07 b.2.**            The reasonable suspicion must be based on a specific, contemporaneous, and articulable observation made by the supervisor making the reasonable suspicion determination concerning the appearance, behavior, speech, or body odor of the Employee.

**63.07 c.**                **CONFLICTS.**

The supervisor who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the Employees.

**63.07 d.**                **DOCUMENTATION OF REASONABLE SUSPICION.**

**63.07 d.1.**            A written record shall be made of the observation leading to an alcohol or a controlled substance reasonable suspicion test, and signed by the supervisor who made the observation and approved by the Employer within twenty-four (24) hours of the observed behavior or in the case of a controlled substance, before the results of a controlled substance test is released, whichever is earlier.

**63.07 d.2.**            A copy of the record of facts and observations shall be given to the Employee.

- 63.07 d.3.** The behavior giving rise to reasonable suspicion must be a recognized symptom of impairment of alcohol or controlled substance use and is not reasonably explained as the result of other causes.
- 63.07 e.** **COMPLIANCE.**  
A test which is not valid as provided in the DOT Rules or violates the Employee's rights, shall not be used for discipline.
- 63.08** **RETURN TO WORK TEST.**
- 63.08 a.** **RETURN TO WORK - ALCOHOL TEST.**
- 63.08 a.1.** An Employee who has violated a prohibition in Section 63.03 a.1., 3., 4. and 5. who desires to return to work requiring the performance of a safety sensitive function shall be subject to a return to work alcohol test with a result indicating an alcohol concentration of less than 0.02.
- 63.08 a.2.** The Employee shall be subject to a return to work controlled substance test if the Substance Abuse Professional (SAP) recommends the test.
- 63.08 b.** **RETURN TO WORK - CONTROLLED SUBSTANCE TEST.**
- 63.08 b.1.** An Employee who has violated a prohibition in Section 63.03 b.1., Section 63.03 b.3. and Section 63.03 b.4. who desires to return to work requiring the performance of a safety sensitive function shall be subject to a return to work controlled substance test with a verified negative test for controlled substance.
- 63.08 b.2.** An Employee who is subject to a return to work controlled substance test that tests positive for a second (2nd) consecutive time after completion of each SAP's recommended rehabilitation program shall be discharged.
- 63.08 b.3.** The Employee shall be subject to a return to work alcohol test if the SAP recommends the test.
- 63.09** **FOLLOW UP TEST.**
- 63.09 a.** **EVALUATION.**
- 63.09 a.1.** An Employee who violates a prohibition in Section 63.03 a.1., 2., 3., 4. and 5. or Section 63.03 b.1., 3. and 4. shall be evaluated by the SAP who shall determine what assistance if any, the Employee needs in resolving problems associated with alcohol misuse and controlled substance use.
- 63.09 a.2.** After the Employee returns to work the Employee shall be subject to unannounced follow up alcohol and controlled substance tests as determined by the SAP.

**63.09 b. NUMBER OF TESTS.**

**63.09 b.1.** The number of follow up alcohol and controlled substance tests referred to in Section 63.09 a. shall be set by the SAP and consist of at least six (6) tests in the first twelve (12) months following the Employee's return to work.

**63.09 b.2.** Follow up tests shall not exceed sixty (60) months from the date of the Employee's return to work.

**63.09 b.3.** The SAP may terminate the requirement for follow up tests at any time after the first six (6) tests have been administered, if the SAP determines that tests are no longer necessary.

**63.09 c. CHOICE OF SAP.**

The SAP shall not be an Employee of an Employer.

**63.10 TEST.**

Alcohol or controlled substance tests shall be as provided in the DOT Rules and Section 63.

**63.11 ALCOHOL TEST PROCEDURES.**

**63.11 a. STANDARDS.**

**63.11 a.1.** Test procedures and practices shall comply with federal regulations and standards.

**63.11 a.2.** Test procedures shall protect the privacy of the Employee and ensure that the tests are attributable to the correct Employee.

**63.11 b. TEST DEVICE.**

**63.11 b.1.** Alcohol tests shall be conducted by a Breath Alcohol Technician (BAT) using an Evidential Breath Test Device (EBT) that is approved by the National Highway Traffic Safety Administration (NHTSA) and placed on its Conforming Products Lists of Breath Measurement Devices.

**63.11 b.2.** Other tests that meet the requirements of the Department of Transportation may be used.

**63.11 c. CONFIRMATORY TEST.**

An Employee who tests positive on an alcohol test shall be subject to a confirmation test which shall be administered as provided in the DOT Rules.

**63.11 d.**      **COMPLIANCE.**

A test which is not valid as provided in the DOT Rules or violates the Employee's rights shall not be used for discipline.

**63.12**            **CONTROLLED SUBSTANCE TEST PROCEDURES.**

**63.12 a.**        **STANDARDS.**

**63.12 a.1.**      Test procedures and practices shall comply with federal regulations and standards.

**63.12 a.2.**      Test procedures shall protect the privacy and dignity of the individual, ensure the integrity of the test process, safeguard the validity of the test through confirmatory test, and ensure that the tests are attributable to the correct Employee.

**63.12 b.**        **TEST DEVICE.**

Controlled substance tests shall be by urinalysis and shall be performed by laboratories certified by the U.S. Department of Health and Human Services (DHHS).

**63.12 c.**        **MEDICATIONS (EMPLOYER REQUIREMENT).**

The Employee shall inform the Employer of any over-the-counter medication or other therapeutic drug use when the use affects the Employee's ability to operate a CMV or when the Employee is using a substance which is prescribed by a physician who has advised the Employee that the substance may adversely affect the Employee's ability to operate a vehicle.

**63.12 d.**        **MEDICAL EXPLANATION.**

Prior to making a final decision to verify or report a positive test, the Medical Review Officer (MRO) shall give the Employee an opportunity to discuss the test. If the MRO determines there is a legitimate medical explanation for the positive test, the MRO shall take no further action and report the test as negative.

**63.12 e.**        **SPLIT SAMPLE.**

**63.12 e.1.**      An Employee may request an analysis of the split sample within seventy-two (72) hours of having been informed of a verified positive test.

**63.12 e.2.**      The Employee may instruct the MRO to have the analysis be at another DHHS certified laboratory for analysis.

**63.12 e.3.**      The Employee shall pay for the cost of the test analysis of the split sample, however, the Employee shall be reimbursed if the results of the test is negative.

**63.12 f.**

**COMPLIANCE.**

A test which is not valid as provided in the DOT Rules or violates the Employee's rights shall not be used for discipline.

**63.13**

**EVALUATION, REFERRAL AND REHABILITATION.**

**63.13 a.**

**NOTICE TO EMPLOYEE.**

An Employee who has engaged in conduct prohibited by Section 63.03 a.1., 3., 4. and 5. or Section 63.03 b.1., 3. and 4. shall be advised by the Employer of the resources available to the Employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substance, including the names, address, and telephone numbers of SAP's and counseling and rehabilitation programs.

**63.13 b.**

**EVALUATION AND REFERRAL.**

A Employee who is engaged in conduct prohibited by Section 63.03 a.1., 3., 4. and 5. or Section 63.03 b.1., 3. and 4. shall be referred to the SAP for evaluation.

**63.13 c.**

**COST.**

The cost for the SAP services shall be borne by the Employer.

**63.13 d.**

**REHABILITATION.**

The Employee shall be responsible for the cost of the rehabilitation program and treatment required by the program.

**63.14**

**ADMINISTRATIVE AND CORRECTIVE ACTIONS.**

**63.14 a.**

**COVERAGE.**

**63.14 a.1.**

When tests are required by the Employer, the Employer shall pay for the cost of the tests.

**63.14 a.2.**

The time spent in completing the testing, including travel time, shall be considered as time worked.

**63.14 a.3.**

When tests are required as the result of a rehabilitation program, or the return to work test, the time spent in completing the tests, including travel time, shall not be considered as time worked.

**63.14 b.**

**CALL BACK NOTICE.**

**63.14 b.1.**

An Employee on non-work status who is called back to work shall report to the Employer the consumption of alcohol within the previous four (4) hours or have reason to believe that the alcohol concentration level would be 0.02 or greater.

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- 63.14 b.2.** The Employee shall not be offered work and shall not be required to submit to an alcohol test or be subject to disciplinary action.
- 63.14 c.** **COSTS.**  
Except as otherwise provided in Section 63., the cost of the alcohol and controlled substance tests shall be borne by the Employer.
- 63.14 d.** **REMOVAL FROM SAFETY SENSITIVE FUNCTION.**
- 63.14 d.1.** An Employee who has tested positive as a result of an alcohol test with an alcohol concentration of 0.02 or greater but less than 0.04 shall be removed immediately from performing any safety sensitive function and prohibited from performing any safety sensitive function for at least twenty-four (24) hours.
- 63.14 d.2.** An Employee with a positive alcohol test of 0.04 or greater or a positive controlled substance test shall be removed immediately from performing any safety sensitive function.
- 63.14 d.3.** The Employee shall be scheduled for an immediate evaluation by the SAP.
- 63.14 d.4.** The SAP shall complete the evaluation within a reasonable period of time after the Employee has been removed from performing safety sensitive functions.
- 63.14 d.5.** Before returning to perform safety sensitive functions the Employee shall be subject to the SAP's recommended rehabilitation program and take a return to work test as provided in Section 63.08 a.1., Section 63.08 a.2. and Section 63.08 a.3.
- 63.14 d.6.** An Employee with a positive test shall be immediately placed on sick leave, vacation leave, compensatory time or authorized leave without pay as determined by the Employee.
- 63.14 e.** **TEMPORARY ASSIGNMENTS AND PROMOTIONS.**
- 63.14 e.1.** An Employee who tests positive on an alcohol or controlled substance test and has not passed a return to work test but is recommended by the SAP to work in a non-safety sensitive function shall be offered temporary assignment to an entry level class position.
- 63.14 e.2.** The Employee shall be compensated while temporarily assigned to the lower classification as provided in Section 23A.04 a.2. of the Unit 1 Agreement.
- 63.14 e.3.** As provided in Section 16.04 of the Unit 1 Agreement, an Employee who refuses a temporary assignment to a position that is required to perform safety sensitive functions as provided in Section 63.02 k.1., 2., 3., 4., 5. and 6. shall be removed from the temporary assignment list and shall not be considered for a promotion

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for the position for six (6) months and shall sign a form mutually agreed to by the Union and the Employer.

**63.14 e.4.** A covered Employee who is on the temporary assignment list as provided in Section 16.04 of the Unit 1 Agreement to a position that is required to perform safety sensitive functions as provided in Section 63.02 k.1., 2., 3., 4., 5. and 6 who:

**63.14 e.4.a)** After notification of being selected for alcohol or controlled substance test decides to be removed from the temporary assignment list shall be removed from the temporary assignment list and shall be subject to Section 63.14 d.2.

**63.14 e.4.b)** Completes the alcohol or controlled substance test and decides to be removed from the temporary assignment list after the positive test shall be removed from the temporary assignment list and shall be subject to the requirements of a Employee who tests positive and shall be subject to Section 63.06 d.3.

**63.15** **DISCIPLINE, RESIGNATION AND LAST CHANCE AGREEMENTS.**

**63.15 a.** **NOTICE OF TEST RESULTS.**

An Employee who tests positive for alcohol or controlled substance shall be given written notice of the test with a copy of the documents to verify the chain of custody.

**63.15 c.** **FIRST POSITIVE CONTROLLED SUBSTANCE TEST.**

**63.15 c.1.** An Employee who tests positive for controlled substance for the first time shall be discharged unless the Employee agrees to sign Exhibit 63.15 d. Controlled Substance Last Chance Agreement, whereby the Employee agrees to resign from employment in the event of a second positive controlled substance test occurring within two (2) years of the first positive controlled substance test exclusive of time from the date the Employee has been removed from performing safety sensitive functions, including time spent in evaluation and treatment, until the date the Employee has returned to performing safety sensitive functions following a negative return to work test(s).

**63.15 c.2.** When the Employee signs Exhibit 63.15 d. Controlled Substance Last Chance Agreement, the Employee shall be suspended for twenty (20) workdays instead of being discharged.

**63.15 c.3.** The Employee shall be referred to the SAP and must comply with the SAP's recommended rehabilitation program.as provided in Exhibit 63.15 d. Controlled Substance Last Chance Agreement.

**63.15 f.** **FIRST POSITIVE ALCOHOL TEST.**



- 63.15 f.1.** An Employee who tests positive for alcohol for first time shall be discharged unless the Employee agrees to sign Exhibit 63.15 g. Alcohol Last Chance Agreement, whereby the Employee agrees to resign from employment in the event of a second positive alcohol test.
- 63.15 f.2.** When the Employee signs Exhibit 63.15 g. Alcohol Last Chance Agreement, the Employee shall be suspended for twenty (20) workdays.
- 63.15 g.** **SECOND POSITIVE ALCOHOL TEST.**  
An Employee who tests positive for alcohol for a second time within two (2) years of the first positive alcohol test exclusive of time from the date the Employee has been removed from performing safety sensitive functions, including time spent in evaluation and treatment, until the date the Employee returned to performing safety sensitive functions following a negative return to work test(s) shall be deemed to have resigned as provided in Exhibit 63.15 g. Alcohol Last Chance Agreement.
- 63.15 h.** **REHABILITATION PROGRAM TEST.**  
Positive alcohol and controlled substance tests that occur during the SAP's recommended rehabilitation program shall not be used to make a determination as provided in Section 63.15 c., d., f. and g.
- 63.15 i.** **REFUSAL TO TEST.**
- 63.15 i.1.** An Employee who refuses to submit to a required alcohol or controlled substance test in violation of Section 63.03 a.6. or Section 63.03 b.5. shall be discharged.
- 63.15 i.2.** A refusal includes, but is not limited to, situations in which an Employee provides an adulterated and/or substituted specimen as defined in the Department of Health and Human Services (HHS) issued NLCP Program Document (PD) #035 for an alcohol or controlled substance test. Such action shall constitute a refusal to test, in violation of Section 63.03 a.6. or Section 63.03 b.5. and the Employee shall be discharged.
- 63.15 j.** **REFUSAL TO COMPLETE THE REHABILITATION PROGRAM.**  
An Employee who refuses to complete the SAP's recommended rehabilitation program shall be discharged.
- 63.15 k.** **POST-ACCIDENT TEST.**  
An Employee who is required to submit to an alcohol and controlled substance test as provided in Section 63.05 a. and tests positive for alcohol or controlled substance shall be disciplined as provided in Section 11.01 of the Unit 1 Agreement.
- 63.16** **NOTICE AND INFORMATION.**

**63.16 a.**      **EDUCATIONAL MATERIALS.**

The Employer shall provide detailed educational materials to a covered Employee that explains federal regulations and Section 63. At a minimum, the materials shall include the following:

- 63.16 a.1.**      The categories of Employees who are subject to the regulations.
- 63.16 a.2.**      Information about safety-sensitive functions to make clear what period of the workday the Employee is required to be in compliance.
- 63.16 a.3.**      Specific information on conduct that is prohibited.
- 63.16 a.4.**      The circumstances under which an Employee may be subject to an alcohol and controlled substance test.
- 63.16 a.5.**      The procedures that will be used to test for alcohol or controlled substance.
- 63.16 a.6.**      The requirement that an Employee submit to a test.
- 63.16 a.7.**      An explanation of what constitutes a refusal to submit to a test.
- 63.16 a.8.**      The consequences for an Employee found to have violated Section 63.
- 63.16 a.9.**      Information on the effects of alcohol and controlled substance.
- 63.16 a.10.**     The Employer designee to be contacted for questions or additional information.

**63.16 b.**      **SIGNED STATEMENT.**

The Employer shall obtain a signed statement from each covered Employee that indicates that each covered Employee has been advised of the requirements of Section 63. and has received educational materials as provided in Section 63.16 a. prior to the beginning of the test.

**63.16 c.**      **INFORMATION.**

The Employer shall transmit annually to the Union, without cost, by the end of March of each year, the following:

- 63.16 c.1.**      A list showing a statistical account of the alcohol and controlled substance test results conducted as provided in Section 63. which shall indicate the number of negative and positive tests and the dates and numbers of Employees tested in the previous one (1) year period for each form of test.
- 63.16 c.2.**      The names and addresses of the Laboratories hired to do alcohol and controlled substance tests.

- 63.16 c.3.** The names and addresses of the Substance Abuse Professionals (SAP) and a copy of the certification.
- 63.16 c.4.** The names and addresses of the Medical Review Officer (MRO) and a copy of the certification.
- 63.16 c.5.** The names of the supervisors who are authorized to recommend a reasonable suspicion test.
- 63.16 c.6.** The names of the Employer designee to provide information to the Employees as provided in Section 63.
- 63.16 c.7.** A list of Employees, positions, position numbers, department and telephone numbers at work. A current list will be provided when there are changes to the original list.

**63.17** **INFORMATION AND RECORDS.**

**63.17 a.** **CONFIDENTIALITY.**

- 63.17 a.1.** The Employer and the Union shall comply with Section 382.401 through 382.413 of the DOT Rules.
- 63.17 a.2.** Information and records pertaining to the Employee shall be released after receipt of a written request for information from the Employee as provided in the DOT Rules.

**63.17 b.** **MAINTENANCE AND DESTRUCTION.**

- 63.17 b.1.** Information and records maintained pertaining to the Employee shall be maintained in a secure location except as otherwise provided by the DOT Rules.
- 63.17 b.2.** The information and records shall be destroyed as provided in the DOT Rules.

**63.17 c.** **SUBPOENAS.**

The Employer shall make every reasonable effort to notify the Employee and the Union of the receipt of a subpoena for information concerning an Employee's alcohol and/or controlled substance tests.

**63.18** **INDEMNIFICATION AND DEFENSE.**

- 63.18 a.** The Employer shall be responsible for defending all statutory and constitutional challenges to the enforceability of Section 63.
- 63.18 b.** The Employer shall defend the Union against any claim or action arising out of the Employer's administration or implementation of the Omnibus Transportation

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Employee Testing Act of 1991 and the U.S. Department of Transportation's rules and regulations adopted as provided in the Act.

**63.18 c.** Subject to the recommendation of the Employer and the express approval of the appropriate legislative body, the Employer shall pay all damages awarded against the Union because of a claim or action.

**NOTE: SECTIONS SHALL NOT BE RENUMBERED DUE TO DELETIONS.**

**EXHIBIT 63.06 b.2.**

**RESIGNATION AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Employee, \_\_\_\_\_ and the Employer.

1. The Employee agrees to sign Exhibit 63.06 b.2. Resignation Agreement instead of being discharged and whereby the Employee agrees to resign from employment in the event of a first positive controlled substance test occurring during the initial probationary period.
2. The Employee agrees that Exhibit 63.06 b.2. Resignation Agreement has been carefully read and voluntarily accepts Exhibit 63.06 b.2. Resignation Agreement with full knowledge and understanding of its contents and meaning.
3. The Employee agrees that a resignation from employment deprives the Employee of the right to grieve as provided in Section 15 of the Unit 1 Agreement or challenge the resignation.
4. The Employee's resignation from employment as provided in Section 63.06 b.2. shall be reported in the Employee's personnel file as a resignation without fault.
5. Exhibit 63.06 b.2. Resignation Agreement shall be confidential, except as may be necessary to ensure compliance with its terms.

Acknowledgment:

Employee:

Employer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 63.15 d.**

**CONTROLLED SUBSTANCE LAST CHANCE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Employee, \_\_\_\_\_ and the Employer.

1. The Employee has tested positive for controlled substance as provided in Section 63 for the first time.
2. The Employee agrees to sign Exhibit 63.15 d. Controlled Substance Last Chance Agreement instead of being discharged and whereby the Employee agrees to resign from employment on a no-fault basis in the event of a second positive controlled substance test occurring within two (2) years of the first positive test exclusive of time from the date the Employee has been removed from performing safety sensitive functions, including time spent in evaluation and treatment, until the date the Employee has returned to performing safety sensitive functions following a negative return to work test(s).
3. The Employee agrees that when the Employee signs Exhibit 63.15 d. Controlled Substance Last Chance Agreement the Employee shall be suspended for twenty (20) workdays instead of being discharged.
4. The Employee agrees that Exhibit 63.15 d. Controlled Substance Last Chance Agreement has been carefully read and voluntarily accepts Exhibit 63.15 d. Controlled Substance Last Chance Agreement with full knowledge and understanding of its contents and meaning.
5. The Employee agrees that a resignation from employment deprives the Employee of the right to grieve as provided in Section 15 of the Unit 1 Agreement or challenge the resignation.
6. The Employee's resignation from employment as provided in Section 63.15 d. shall be reported in the Employee's personnel file as a resignation without fault.
7. Exhibit 63.15 d. Controlled Substance Last Chance Agreement shall be confidential, except as may be necessary to ensure compliance with its terms.

Employee:

Employer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT 63.15 g.**

**ALCOHOL LAST CHANCE AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Employee, \_\_\_\_\_ and the Employer.

1. The Employee has tested positive for alcohol as provided in Section 63 for a the first time.
2. The Employee agrees to sign Exhibit 63.15 g. Alcohol Last Chance Agreement instead of being discharged and whereby the Employee agrees to resign from employment on a no-fault basis in the event of a second positive alcohol test occurring within two (2) years of the first positive test exclusive of time from the date the Employee has been removed from performing safety sensitive functions, including time spent in evaluation and treatment, until the date the Employee has returned to performing safety sensitive functions following a negative return to work test(s).
3. The Employee agrees that when the Employee signs Exhibit 63.15 g. Alcohol Last Chance Agreement the Employee shall be suspended for twenty (20) workdays instead of being discharged.
4. The Employee agrees that Exhibit 63.15 g. Alcohol Last Chance Agreement has been carefully read and voluntarily accepts Exhibit 63.15 g. Alcohol Last Chance Agreement with full knowledge and understanding of its contents and meaning.
5. The Employee agrees that a resignation from employment deprives the Employee of the right to grieve as provided in Section 15 of the Unit 1 Agreement or challenge the resignation.
6. The Employee’s resignation from employment as provided in Section 63.15 g. shall be reported in the Employee’s personnel file as a resignation without fault.
7. Exhibit 63.15 g. Alcohol Last Chance Agreement shall be confidential, except as may be necessary to ensure compliance with its terms.

Employee:

Employer:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 63A. ALCOHOL AND CONTROLLED SUBSTANCE TEST FOR EMPLOYEES COVERED UNDER SECTION 63A.**

Notwithstanding Section 14.01, the Employer and Union agree that the Employer may conduct random and reasonable suspicion alcohol and controlled substance tests on all Employees not covered by Section 63.

Section 63A is intended to help keep the workplace free from the hazards resulting from the use of alcohol and controlled substances. The workplace shall be free from the risks posed by the use of alcohol and controlled substances for the safety of the public and the Employees. Employees are expected to report to work in a physical and mental condition consistent with this agreement which enables them to perform their duties in a safe and productive manner. Employees subject to alcohol and controlled substance tests and who are subject to disciplinary action shall be afforded “due process” as provided in the alcohol and controlled substance testing Supplemental Agreement (“SA”).

All current and new Employees subject to the SA shall receive a copy of the SA and educational material from the Employer before being required to submit to an alcohol or controlled substance test.

The Employer shall obtain a signed acknowledgement from each Employee that indicates that the Employee has been advised of the provisions and requirements of the SA. Whether the Employee signs or refuses to sign the acknowledgement, the Employer shall be considered to have given proper notice and information in accordance with this Section. The Employee’s refusal to sign shall be noted on the acknowledgement form.

**SECTION 64. ENTIRETY AND MODIFICATION.**

**64.01** All sections contained in this Agreement constitute the entire Agreement between the parties and supersedes all previous communications, representations or agreements, either verbal or written, between the parties with respect to the subject matters herein. Negotiations shall not be reopened for the duration of this Agreement except by mutual consent.

**SECTION 65. SAVINGS.**

**65.01** In the event a section(s) of this Agreement is determined to be invalid by reason of existing legislation or by a decree of a court of competent jurisdiction, the invalidation of the section(s) of this Agreement shall not invalidate the section(s) not invalidated.



**SECTION 66. DURATION.**

**66.01 EFFECTIVE DATES.**

The Unit 1 Agreement shall be effective July 1, 2021 and shall remain in full force and effect to and including June 30, 2025. During the term of this Agreement, the parties shall meet 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 section shall be effective no earlier than July 1, 2023, and shall remain in effect to and including June 30, 2025. The entire Unit 1 Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 1 Agreement.

**66.02 NOTICES AND PROPOSALS.**

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, 2024. When the notice is given, negotiations for a new Unit 1 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

**66.03 RESERVED.**

**SIGNATURE PAGE**

BU 1 July 1, 2021 – June 30, 2025 CBA

STATE OF HAWAII

By: David Y. Ige /s/  
Its Governor

Ryker Wada /s/

Craig Hirai /s/

JUDICIARY

By: Rodney A. Maile /s/  
Its Administrative Director

Eric Tanigawa /s/

HAWAII HEALTH SYSTEMS CORPORATION

By: Linda Rosen, M.D. /s/  
Its President & CEO

Juanita Lauti /s/

CITY AND COUNTY OF HONOLULU

By: Rick Blangiardi /s/  
Its Mayor

Nola Miyasaki /s/

COUNTY OF HAWAII

By: Mitch Roth /s/  
Its Mayor

Waylen Leopoldino /s/

COUNTY OF MAUI

By: Michael Victorino /s/  
Its Mayor

David Underwood /s/

COUNTY OF KAUAI

By: Derek Kawakami /s/  
Its Mayor

Annette Anderson /s/

UNITED PUBLIC WORKERS,  
AFSCME, LOCAL 646, AFL-CIO

Kalani Werner /s/  
Its State Director

Bien Aspili /s/

Jeremy "Jay" Vanzandt /s/

Teresita Tagudin /s/

Manuel Taniguchi /s/

Gilbert Kahele /s/

Konrad Kaipō /s/

James Wataru /s/

Joan Tisalona /s/

Jon McKee /s/

Justin Yamada /s/

Kevin Ancog /s/

Patricia Hoopii /s/

Loyna Kamakeeaina /s/

Chris Burnett /s/

Melanie Saito /s/