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**IDnum** 380 **Language** English **Country** United States **State** HI

**Union** AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

**Local** 152, Unit 2

Occupations Represented
First-line supervisors/managers of production and operating workers
First-line supervisors/managers of mechanics, installers, and repairers
First-line supervisors/managers of food preparation and serving workers

**Bargaining Agency** State of Hawaii, University of Hawaii Board of Regents

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 1997 **EndYear** 1999

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**Notes** Blue-collar supervisory employees

**Contact**

**Full text contract begins on following page.**

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**UNIT 02  
AGREEMENT**

This Agreement is made by and between the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO, hereinafter called the Union, and the State of Hawaii including the Board of Education and the Board of Regents of the University of Hawaii, the City and County of Honolulu, the County of Hawaii, the County of Maui, and the County of Kauai, hereinafter called the Employer.

**ARTICLE 1 - RECOGNITION**

A. The Employer recognizes the Union as the exclusive bargaining agent of the unit certified by the Hawaii Labor Relations Board consisting of all blue-collar supervisory employees employed by the State of Hawaii including the Board of Education and the Board of Regents of the University of Hawaii, the City and County of Honolulu, the County of Hawaii, the County of Maui, and the County of Kauai.

B. The term "Employee" as used in this Agreement refers to Employees in the bargaining unit.

**ARTICLE 2 - CONFLICT**

If there is any conflict between the provisions of this Agreement and any of the rules and regulations of any Civil Service or other personnel regulations applicable to Employees, or any contracts between the Employer and the Employees, the terms of this Agreement shall prevail.

**ARTICLE 3 - MAINTENANCE OF RIGHTS AND BENEFITS**

Employees shall retain all rights and benefits pertaining to their conditions of employment at the time of the execution of this Agreement, except as modified herein, but excluding matters which are not negotiable under Chapter 89, HRS.

**ARTICLE 4 - PERSONNEL POLICY CHANGES**

A. All matters affecting Employee relations, including those that are, or may be, the subject of a regulation promulgated by the Employer or any Personnel Director, are subject to consultation with the Union. The Employer shall consult with the Union prior to effecting changes in any major policy affecting Employee relations.

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

## **ARTICLE 5 - RIGHTS OF THE EMPLOYER**

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 modified under this Agreement.

## **ARTICLE 6 - UNION SECURITY**

A. The Employer shall maintain a list of Union members in this bargaining unit who have payroll assignment forms on file with the Employer. This list will be made available to the Union by request and contain information listing the names of Union members, unit Employees, and total Union deductions made without cost to the Union on a form supplied by the Employer.

B. The Employer shall also maintain a list of Employees from whom service fees are deducted from wages to defray the cost for services rendered by the Union in the negotiation and administration of this Agreement; such list will be made available to the Union without cost and on a form supplied by the Employer.

C. The Employer shall maintain and update the above listings and notify the Union of any changes.

D. Union dues, initiation fees, service fees, and other Employer authorized deductions shall be collected twice a month and transmitted to the Union not later than the 15th day of the following month by check drawn to the order of the Union. Upon the issue of such check and transmission of same to the Union, all responsibility on the part of the Employer shall cease with respect to any amount so deducted. The Employer shall not be bound in any manner to see to the application of the proceeds of any such check, nor to investigate the authority of any designated officer of said Union to sign any request, to accept any such check, or to collect the same. The Union hereby undertakes to indemnify and hold blameless the Employer from any claim that may be made upon it for or on account of any such deduction from the wages of any Employee.

E. Scattergrams reflecting Employee distribution on the salary schedule as of July 15 of each year shall be provided to the Union by each jurisdiction.

## **ARTICLE 7 - UNION REPRESENTATION RIGHTS**

A. The Union may call four (4) meetings per year of all Employees in each department during working hours for informational and educational purposes, including the

interpretation, application, and administration of this Agreement. The year for this purpose shall begin with the effective date of this Agreement. The Employees may be divided into groups of convenient size and one meeting held for each group so that all Employees will have an opportunity to attend each of said four (4) meetings. The meetings shall last no longer than two (2) hours. The Union may use the Employer's conference rooms and similar building facilities for such meetings. The Union will notify the Employer in writing of the time and place of the meetings at least ten (10) days before they are held, provided, however, that the hours during which the meetings are held shall be mutually acceptable. In addition to the foregoing meetings, additional meetings may be held by agreement of the Employer and the Union.

B. The Union shall be provided adequate space on bulletin boards for posting of usual and customary Union notices.

C. Full-time Union representatives shall be permitted to visit and confer with Employees at their work sites regarding complaints and grievances and to assure that the Agreement is being properly administered. The Union representative will notify the appropriate supervisor when the Union representative arrives at the work site. While on the Employer's premises or work site, the representative will not interfere with normal operations.

D. The Union shall appoint a sufficient number of stewards from among the Employees whose function shall be to investigate complaints, handle grievances, and assure that the Agreement is being properly administered in their work areas, during working hours without loss of pay or benefits. The Employer assures privacy to the steward and the Employee while discussing the Employee's grievance.

E. Representatives of the Union shall be permitted to attend orientation meetings 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 conclusion of the meeting.

F. The Union shall provide the Employer with a list of duly certified officers, representatives, and stewards and maintain its currency.

G. The Executive Director or designee shall be entitled to participate during the biennial review of the Compensation Plan by the Conference of Personnel Directors, but may not vote. The Executive Director shall receive copies of the policies and standards, rules and regulations, identification and pricing of bench mark classes, including proposed amendments therefore and notices of meetings, agenda, and requests for repricing.

H. Employees may be permitted to use the Employer's conference rooms or other similar facilities for meetings during non-working hours.

## **ARTICLE 8 - DISCIPLINE**

A. Regular Employees shall not be disciplined without proper cause. Grievances regarding these matters shall be handled in accordance with the provisions of Article 11, Grievance Procedure.

B. Disciplinary action taken against any Employee in writing shall be considered confidential.

C. When an Employee is orally reprimanded, it shall be done privately.

## **ARTICLE 9 - LAYOFF**

A. All personnel actions under this Article shall be restricted to members and positions of this bargaining unit and shall be confined to the governmental jurisdiction in which the layoff occurs.

B. When there is an impending layoff because of lack of work, need, or funds, the appointing authority shall inform the respective Central Personnel Agency, the affected Employee or Employees, and the Union, in writing, as soon as possible but in any case at least ninety (90) calendar days before the impending layoff will take place.

C. Retention Points. In the event of a layoff, the displacement or termination of services of an Employee shall be based on the Employee's total continuous creditable service within the Employee's applicable governmental jurisdiction but not excluding the combined service time of classes of Employees whose functions are transferred from one jurisdiction to another through action of the legislature. Except for Employees who are laid off and rehired within one (1) year, service prior to separation from service with the Employer is not creditable, in which case, creditable service shall begin on the date of the Employee's return to service. Retention points shall be computed on the basis of one point for each full month of employment in the applicable jurisdiction, including service in another jurisdiction prior to any transfer of the Employee's position to the applicable jurisdiction through legislative action. A fraction of a month of service shall be used to break "ties."

Service rendered up to the day prior to the day on which layoff is to take place will be included in the computation. The following periods of leaves without pay are creditable for computing retention points: (1) educational; (2) employment with the legislature; (3) loan to other governments; (4) research; (5) industrial injury; (6) United States military service; (7) temporary service in a duly recognized government employee union; and (8) illness.

D. Waiver of Displacement Rights. The Employee affected by layoff may waive displacement rights, in writing to the Employee's department head, thereby limiting the Employee's placement to vacant positions.

E. Conditions for Placement.

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

2. The Employee is a regular or permanent Civil Service Employee of the jurisdiction.

3. The Employee shall have priority for placement in the vacant position to which the Employee is referred under the provisions of this Article.

4. 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) where the Employee is willing to be placed and the minimum pay range, not higher than that of the Employee's present position, that the Employee will accept. The appointing authority shall provide the Union with a listing of all vacant positions which meet the conditions under which the Employee has indicated the Employee would be willing to accept.

5. The Employee shall be entitled to one (1) referral for placement in a position which is in accordance with the terms the Employee specified as provided for in (4) above. If the Employee should fail to accept the offer of employment in the position, the Employee's services shall be terminated on the abolishment date of the position or the date of the Employee's displacement, and the Employee's name shall be placed on the recall list.

F. Placement and Layoff within the Employing Department. If the Employee cannot be placed in a vacant position, a layoff will be effectuated. In the order of utilization outlined below, the appointing authority shall provide the Union with a list of all positions and their classification, the incumbents' names, and the incumbents' retention points. Subject to the conditions set forth in (E) above, the following order shall be observed in layoff and displacement of Employees:

1. Non-regular Employee who occupies a permanent position in the same class when there is more than one (1) such Employee, in the following order: first, an Employee serving an emergency appointment; second, temporary appointment outside the list; third, provisional appointment Employee; fourth, a limited term appointment Employee; and fifth, a probational appointment Employee.

2. Non-regular Employee who occupies a permanent position in a related class of the same pay range. Where there is more than one (1) such Employee, the order of layoff will be as provided in (1) above.

3. Regular Employee who occupies a position in the same class and has the least retention points.

4. Regular Employee who occupies a position in a related class of the same pay range and has the least retention points.

5. Non-regular Employee who occupies a permanent position in a class of a lower pay range in the same series. Where there is more than one (1) such Employee, the order of layoff will be as provided in (1) above.

6. Non-regular Employee who occupies a permanent position in a class of a lower pay range in a related series. Where there is more than one (1) such Employee, the order of layoff will be as provided in (1) above.

7. Regular Employee who occupies a position in a class of a lower pay range in the same series and has the least retention points.

8. Regular Employee who occupies a position in a class of a lower pay range in a related series and has the least retention points.

When the Employee cannot be placed in another permanent position, the same order of displacement may be repeated for temporary positions prior to layoff.

In the event that a regular Civil Service Employee cannot be placed in the Employee's department, the appointing authority shall notify the affected Employee and the Union and the Central Personnel Agency in writing at least sixty (60) calendar days prior to the layoff. The appointing authority shall also notify the Central Personnel Agency in writing that a jurisdiction-wide layoff needs to be effectuated if the Employee has at least twenty-four (24) retention points and is a regular Civil Service Employee.

G. Jurisdiction-wide Layoff Action. A jurisdiction-wide layoff action will be effectuated only for a regular Civil Service Employee who has not been referred for placement or cannot be placed in an appropriate position within the employing department and if the Employee has regular or permanent Civil Service status with the jurisdiction with at least twenty-four (24) retention points. 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. The Employee affected by layoff shall be referred for placement in another position on the basis of Section E, Conditions for Placement. In a jurisdiction-wide layoff action, the order used shall be in accordance to Section F, Placement and Layoff within the employing Department. The Employer shall furnish the Union with information similar to the information requirements of Sections E and F. When the Employee cannot be placed in another position, the Employee's services will be terminated and the Employee's name will be placed on the recall list.

H. Placement of Laid off Employees on the Recall List. A regular Employee who has been laid off shall have the Employee's name placed on the appropriate recall list and shall have eligibility for placement in the class of work from which the Employee's services were terminated. The Employee's eligibility may be terminated for any of the following reasons:

1. The eligible is no longer able to perform satisfactorily the duties of the class of work.

2. The eligible is appointed to a permanent position.
3. The eligible refuses two offers of employment under the conditions that the Employee had previously indicated the Employee would accept.
4. The eligible fails to respond without good cause within ten (10) days to a written inquiry sent to the last address the Employee provided.
5. The eligible is no longer available for employment.
6. The eligible fails to report to duty after the Employee's appointment, without good cause, within the time prescribed by the appointing authority.

A laid off Employee whose eligibility is terminated for reasons other than as specified in this section shall have the right to grieve as provided under Article 11, Grievance Procedure.

I. Rank on the Recall List. Employees shall be ranked on the appropriate recall list and shall be certified to vacancies on the basis of retention points. The Employee with the highest retention points shall be ranked number 1, the next higher, number 2, etc.

J. Laid off Employees on the recall list shall be given first preference in the selection for vacancies over any other eligible lists. The laid off Employee with the highest retention points from the appropriate recall list shall be certified first. Certification of the next highest laid off Employee and subsequent eligibles shall be made only upon the refusal of the position by the higher laid off Employee or should such laid off Employee not be appointed for good cause.

## **ARTICLE 10 - TECHNOLOGICAL CHANGES**

A. The Employer and the Union recognize that changes in operations resulting from technological innovations may occur. When such changes occur, the Employer shall give first consideration to the utilization of affected Employees in the changed operations. In the event the affected Employees do not possess the requisite skills or knowledge to perform the required work in the new operation and such skills and knowledge can be acquired within a reasonable length of time, the Employer shall provide the necessary training to Employees during working hours and at the Employer's expense.

B. If the job of any Employee is eliminated because of the implementation of new technological innovations, the Employer shall, in the following order of priority: 1) place the Employee in a position comparable in level to the Employee's original position; 2) place the Employee in a lower level position provided that the Employee shall retain the Employee's existing rate of compensation so long as the Employee remains in the position; or 3) follow the procedure under Article 9, Layoff.

C. Any Employee affected by this Article shall be required to meet the minimum qualification requirements for the class in which the Employee may be placed.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

A. Any complaint by an Employee or the Union concerning the application and interpretation of this Agreement shall be subject to the grievance procedure. Any relevant information specifically identified by the grievant or the Union in the possession of the Employer needed by the grievant or the Union to investigate and process a grievance, shall be provided to them upon request within seven (7) working days. The grievance shall be presented to the appropriate supervisor within twenty (20) working days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) working days after the alleged violation first became known or should have become known to the Employee involved, except that in the case of an alleged payroll computational error, such allegation shall be presented to the department head or designee in writing within twenty (20) working days after the alleged error is discovered by the Employee, or the grievance may not be considered.

B. An individual Employee may present a grievance to the Employee's immediate supervisor and have the Employee's grievance heard without intervention of the Union, provided the Union has been afforded an opportunity to be present at the conference(s) on the grievance. Any adjustment made shall not be inconsistent with the terms of this Agreement. By mutual consent of the Union and the Employer, any time limits within each step may be extended.

C. Informal Step. A grievance shall, whenever possible, be discussed informally between the Employee and the immediate supervisor within the twenty (20) working day limitation provided for in paragraph (A) above. The grievant may be assisted by a Union representative. If the immediate supervisor does not reply by seven (7) working days, the Employee or the Union may pursue the grievance to the next step.

D. Step 1. If the grievant is not satisfied with the result of the informal conference, the Employee or the Union may submit a written statement of the grievance within seven (7) working days after receiving the answers to the informal complaint to the division head or designee; or if the immediate supervisor does not reply to the informal complaint within seven (7) working days, the Employee or the Union may submit a written statement of the grievance to the division head or designee within fourteen (14) working days from the initial submission of the informal complaint; or if the grievance was not discussed informally between the Employee and the immediate supervisor, the Employee or the Union may submit a written statement of the grievance to the division head or designee within the twenty (20) working day limitation provided for in paragraph (A) above.

A meeting shall be held between the grievant and a Union representative with the division head or designee within seven (7) working days after the written grievance is received. Either side may present witnesses. The division head or designee shall submit

a written answer to the grievant or the Union within seven (7) working days after the meeting.

E. Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievant or the Union may appeal the grievance in writing to the department head or designee within seven (7) working days after receiving the written answer. The department head or designee need not consider any grievance in Step 2 which encompasses different alleged violations or charges than those presented in Step 1. A meeting to discuss the grievance shall be held within seven (7) working days after receipt of the appeal. The department head or designee shall reply in writing to the grievant or the Union within seven (7) working days after the meeting.

F. If the Union has a class grievance involving Employees within a department, it may submit the grievance in writing to the department head or designee. Time limits shall be the same as in individual grievances and the procedures for appeal from unsatisfactory answers shall be the same as in Step 3.

If the Union has a class grievance involving Employees from more than one department, it may submit the grievance in writing to the Governor and/or the respective Mayors, or their designees, as the case may be. Time limits shall be the same as in individual grievances and the procedures for appeal from unsatisfactory answers shall be the same as in Step 3.

G. Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievant or the Union may appeal the grievance in writing to the Employer or designee within seven (7) working days after receipt of the answer at Step 2. Within seven (7) working days after the receipt of the appeal, the Employer and the Union shall meet in an attempt to resolve the grievance. The Employer or the Employee's designee need not consider any grievance in Step 3 which encompasses a different alleged violation or charge than those presented in Step 2. The Employer or designee shall reply in writing to the Union within seven (7) working days after the meeting.

H. Step 4. Arbitration. If the grievance is not resolved in Step 3 and the Union desires to proceed with arbitration, it shall serve written notice on the Employer or representative of its desire to arbitrate within ten (10) working days after receipt of the Employer's decision at Step 3. Representatives of the parties shall attempt to select an Arbitrator immediately thereafter. If agreement on an Arbitrator is not reached within ten (10) working days after the notice for arbitration is submitted, either party may request the Hawaii Labor Relations Board to submit a list of five (5) Arbitrators. Selection of an Arbitrator shall be made by each party alternately deleting one (1) name at a time from the list. The first party to delete a name shall be determined by lot. The person whose name remains on the list shall be designated the Arbitrator. No grievance may be arbitrated unless it involves an alleged violation of a specific term or provision of the Agreement.

If the Employer disputes the arbitrability of any grievance, the Arbitrator shall first determine whether the Arbitrator has jurisdiction to act; and if the Arbitrator finds that the Arbitrator has no such power, the grievance shall be referred back to the parties without

decision or recommendation on its merits.

The Arbitrator shall render the Arbitrator's award in writing, no later than thirty (30) calendar days after the conclusion of the hearings or if oral hearings are waived then thirty (30) calendar days from the date statements and proofs were submitted to the Arbitrator. The decision of the Arbitrator shall be final and binding upon the Union, its members, the Employees involved in the grievance, and the Employer. There shall be no appeal from the Arbitrator's decision by either party, if such decision is within the scope of the Arbitrator's authority as described below:

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

2. The Arbitrator's power shall be limited to deciding whether the Employer has violated any of the terms of this Agreement.

3. The Arbitrator shall not consider any alleged violations or charges other than those presented in Step 3.

4. In any case of suspension or discharge where the Arbitrator finds such suspension or discharge was improper, the Arbitrator may set aside, reduce or modify the action taken by the Employer. If the penalty is set aside, reduced or otherwise changed, the Arbitrator may award back pay to compensate the Employee, wholly or partially, for any wages lost because of the penalty.

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.

## **ARTICLE 12 - TEMPORARY ASSIGNMENTS**

A. A temporary assignment shall mean the assignment by a competent authority and the assumption, without a formal change in position assignment, of the significant duties and responsibilities of another position due to:

1. The incumbent of the position not being able to perform the duties of the position, or

2. The incumbent of the position also serving on a temporary assignment and the department head certifies that the need for the services is immediate, essential, and in the best interest of the public, or

3. A vacancy that cannot be filled temporarily or permanently by a non-competitive promotion, a provisional appointment from within or outside the service, a transfer or a

movement of another Employee and that the department head certifies that the immediate rendition of services is essential and in the best interest of the public and that such temporary assignment shall not exceed a total of 180 working days per calendar year.

B. When Employees are being considered for a temporary assignment to a position in a higher class, priority shall be given to Employees within the base yard or work place who are in the class immediately below the class of the temporary assignment, provided such Employees are able to satisfactorily perform such assignment. If there is no such Employee in the next lower class in the same series, the above procedure will be continued among the lower classes in the same series, then to related series in descending order. In the event there is no capable Employee available in the work place, the above order of priority shall be accorded to Employees within the division. In the course of selecting an Employee for temporary assignment, consideration shall also be given to an Employee's continuous length of service in the class within the jurisdiction. In the event an Employee with greater class seniority is not selected for the temporary assignment, the Employee shall upon written request, be given a written statement of the reason for non-selection by the individual making the temporary assignment.

C. The Employer shall compensate Employees for temporary assignments within thirty (30) days (approximately two pay periods) but not more than forty-five (45) days (approximately three pay periods) from the end of each payroll period in which the temporary assignments are performed.

D. Whenever an Employee performs a temporary assignment, the Employer shall provide the Employee with a record of the temporary assignment as evidence of such service for the Employee's personal use and file. Applicable temporary assignment experience shall be recognized and applied for an Employee when applying for promotions.

### **ARTICLE 13 - PROMOTIONS**

A. Seniority shall mean an Employee's continuous length of creditable government service within the applicable governmental jurisdiction. Seniority shall not apply to an Employee until the Employee has completed the Employee's initial probationary period. Upon satisfactory completion of the Employee's initial probationary period, the Employee shall be credited with seniority from the Employee's date of hire. All authorized leaves without pay shall not constitute a break in service and shall be creditable for computing total continuous length of service. If an Employee's continuous service is terminated in good standing and the Employee returns to the governmental jurisdiction which the Employee left within one (1) year, the break in service shall be disregarded, but shall not be considered as creditable service.

B. When making promotions, the Civil Service statutes, rules, regulations, and procedures governing promotions which exist on the effective date of this Agreement shall be applied, except as modified below:

1. For competitive promotions, the existing policies on announcements shall remain in effect. For non-competitive promotions, all notices 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 applications. If the Employer does not post the notices for the specified number of days as provided in this section or in the personnel rules and regulations, the Employee shall be entitled to submit a late application.

For School Food Service Managers who are on vacation, the Employer shall mail them a copy of all School Food Service Manager vacancy announcements if said Employee provides the Employer with self-addressed, stamped envelopes for that purpose.

2. If tests and/or examinations are used in selecting Employees for promotions, the Employer assures the Union that continuing efforts will be made to use tests and/or examinations that directly relate to the skills, abilities, and qualifications required for the class.

3. An Employee selected for promotion must meet the minimum qualifications.

4. Other factors being relatively equal, seniority shall prevail.

5. When making promotions, the Employer shall consider the following order of priority:

a. In the case of the respective County jurisdictions:

(1) Employees within the division where the vacancy occurs;

(2) Employees within the department where the vacancy occurs;

(3) Employees within the respective jurisdiction.

b. In the case of the State jurisdiction:

(1) Employees within a division on the island where the vacancy occurs;

(2) Employees within the department on the island where the vacancy occurs;

(3) Employees within the division (statewide) where the vacancy occurs;

(4) Employees within the department (statewide) where the vacancy occurs;

(5) Employees within the jurisdiction on the island where the vacancy occurs;

(6) Employees within the jurisdiction (statewide).

(Note: The island of Maui includes the islands of Molokai, including

Kalaupapa, and Lanai.)

6. After formal interviews are concluded, the Employer shall, within a reasonable amount of time, notify the Employees who were interviewed of their selection or non-selection for promotion.

7. In the event an Employee with the greatest seniority applies and qualifies for a promotion and is denied the promotion, if the Employee so requests, the Employee shall be given a written statement of the reasons for denial.

8. Notice of selection shall be posted on the appropriate bulletin board when the selection is made.

## **ARTICLE 14 - COMPENSATION ADJUSTMENTS**

### **A. GENERAL PROVISIONS.**

1. For the purpose of clarification, the provisions of this Article shall not be applicable where an employee moves from one governmental jurisdiction to another, except as specifically provided herein.

2. For purposes of this Article, "basic rate of pay" means the rate of pay assigned to the pay range and step an employee is receiving as compensation. 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 a remuneration for services performed in a particular position, not including any differentials.

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

- a. Increment or longevity pay increase;
- b. Negotiated wage increase;
- c. Changeover to a new pay schedule;
- d. Repricing;
- e. Promotion;
- f. Reallocation;
- g. Other personnel actions.

4. A leave of absence without pay shall end upon the day before the first working day

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

5. An employee who leaves the service without having worked on all scheduled working days for that month shall be compensated pursuant to the following formula: Employee's monthly basic rate of pay plus TD, CD, SD, RD or SAD as applicable X (number of days worked/number of working days in a month, including holidays).

6. An employee who suffers a disabling personal injury arising out of and in the course of employment, except for an injury caused by the employee's negligence, willful intention to injure the employee or others, or by the employee's intoxication or because of the influence of a non-prescribed controlled substance, shall be credited for a full day's work on the day of the injury regardless of the time the employee is injured.

7. An employee who initially was properly compensated following a promotion, the adoption of a new pay schedule, a temporary assignment, pricing or repricing, or any other personnel action affecting pay, shall not be required to make reimbursement when it is found subsequently that an overpayment in salary occurred due to the retroactive feature of a position classification action. However, the proper pay adjustment shall be made as of the first pay period following the date of notice of action by the director.

#### B. COMPENSATION ADJUSTMENT UPON PROMOTION.

1. As used in this paragraph, "promotion" means the movement of a regular employee from the position in which the employee last held a permanent appointment to a vacant civil service position:

a. which is assigned to a class with a higher pay range in the same salary schedule;  
or

b. which is assigned to a class with a higher maximum rate of compensation in a different salary schedule and the dollar difference between the two maximum rates is more than the dollar difference between the first and second step of the former pay range.

2. A regular employee who is promoted shall be compensated at the step in the higher pay range which corresponds to the Employee's existing step (i.e., the movement shall be from Step A to Step A, or Step B to Step B).

3. Regular employees who return to their permanent positions after a limited term promotion shall be compensated as though they had remained in their permanent positions

continuously.

### C. COMPENSATION ADJUSTMENT UPON DEMOTION.

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

a. "Demotion" means the movement of a regular employee from the position in which the employee last held a permanent appointment to a vacant civil service position:

1) which is assigned to a class with a lower pay range in the same salary schedule; or

2) which is assigned to a class with a lower maximum rate of compensation in a different salary schedule and the dollar difference between the two maximum rates is more than the dollar difference between the minimum and second step of the former pay range.

b. "Demotion due to a reorganization" means a demotion of an employee as a result of a reorganization action.

c. "Demotion to avoid layoff" means a demotion accepted by an employee to avoid being laid off.

d. "Disciplinary demotion" means a demotion action taken by the appointing authority for disciplinary reasons.

e. "Involuntary demotion" means a demotion action taken by the appointing authority due to the employee's inability to perform the duties and responsibilities of the employee's position, or due to the employee's failure to meet qualification requirements for the position.

f. "Non-service connected disability demotion" means the movement of an employee to a vacant civil service position assigned to a class with a lower pay range in the salary schedule, due to a disability sustained by the employee other than while performing the duties and responsibilities of the employee's position.

g. "Service Connected Disability Demotion" means the movement of a regular employee or an employee serving an initial probationary period to a vacant civil service position assigned to a class with a lower pay range in the salary schedule, due to a disability sustained by the employee while performing the duties and responsibilities of the employee's position.

h. "Voluntary demotion" means a demotion requested by an employee and granted by the appointing authority.

2. Disciplinary or Involuntary Demotion.

a. A regular employee who is involuntarily demoted or who is demoted for disciplinary

reasons shall be compensated at the corresponding step in the lower salary range or any lower step in the lower salary range.

b. Upon release from a disciplinary demotion given on a temporary basis, a regular employee shall be compensated as though the employee had remained in the former position continuously.

3. Demotion to Avoid Layoff; Demotion due to Reorganization; Service Connected Disability Demotion.

An employee who accepts a demotion to avoid layoff; or is demoted due to a reorganization; or who receives a service connected disability demotion, shall retain the employee's basic rate of pay; provided:

a. If the employee's basic rate of pay falls between two steps in the lower pay range, the employee shall be compensated at the lower step in the lower pay range whose rate is immediately below the employee's basic rate of pay and shall be entitled to a temporary differential.

b. If the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be compensated at the maximum step and shall be entitled to a temporary differential.

4. Non-Service Connected Disability Demotion.

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

a. A regular employee who has fifteen or more years of continuous service in the civil service of the employee's governmental jurisdiction shall retain the employee's basic rate of pay; provided that:

1) If the employee's basic rate of pay falls between two steps in the lower pay range, the employee shall be compensated at the lower step in the lower pay range whose rate of pay is immediately below the employee's basic rate of pay and shall be entitled to a temporary differential.

2) If the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be compensated at the maximum step and shall be entitled to a temporary differential.

b. A regular employee with at least five years but less than fifteen years of continuous service in the civil service of the employee's governmental jurisdiction shall retain the employee's basic rate of pay for a period beyond the effective date of the demotion as follows:

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

1) If the employee's basic rate of pay falls between two steps in the lower pay range, the employee shall be compensated at the lower step in the lower pay range whose rate of pay is immediately below the employee's basic rate of pay and shall be entitled to a temporary differential.

2) If the employee's basic rate of pay falls above the maximum step in the lower pay range, the employee shall be compensated at the maximum step and shall be entitled to a temporary differential.

c. The basic rate of pay of a regular employee with less than five years of continuous service in the civil service of the employee's governmental jurisdiction, or a regular employee whose retention period as prescribed in clause b., 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.

#### 5. Voluntary Demotion.

a. A regular employee who accepts a voluntary demotion shall be compensated at the highest step in the lower pay range which rate is not greater than ninety-five percent of the employee's basic rate of pay. If there is no step in the lower pay range which rate is not greater than ninety-five percent of the employee's basic rate of pay, the employee shall be compensated at the minimum step.

b. Upon return to the position in which an employee last held a permanent appointment, a regular employee who is demoted on a temporary or provisional appointment basis shall be compensated as though the employee had remained in the former position continuously.

#### D. COMPENSATION ADJUSTMENT UPON TRANSFER.

1. "Transfer" means the movement of a regular employee from the position in which the employee last held a permanent appointment to a vacant civil service position which is assigned to a class:

- a. with the same maximum rate of compensation; or
- b. In a different salary schedule with a higher maximum rate of compensation, and the dollar difference between the two maximum rates is less than or equal to the dollar difference between the minimum and second step of the former pay range; or
- c. In a different salary schedule with a lower maximum rate of compensation and the dollar difference between the two maximum rates is less than or equal to the dollar difference between the minimum and second step of the former pay range.

2. A regular employee who is transferred shall continue at the same basic rate of pay.

#### E. COMPENSATION ADJUSTMENT UPON REALLOCATION.

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

a. "Reallocation Downward" means the reallocation of a position to a class assigned to lower pay range in the salary schedule.

b. "Reallocation Upward" means the reallocation of a position to a class assigned to a higher pay range in the salary schedule.

2. Compensation following reallocation upwards shall be adjusted in the manner as adjustments for promotion.

3. Compensation adjustment for a reallocation downwards shall be in the manner prescribed in paragraph C.3. However, when downward reallocations are due to disciplinary, involuntary, or voluntary reasons, the employee's basic rate of pay shall be adjusted in the manner as adjustments for disciplinary, involuntary, or voluntary demotions, as applicable.

4. Compensation following reallocation of a position in a class to the same pay range shall be adjusted in the manner of adjustments for transfer.

#### F. COMPENSATION ADJUSTMENT UPON REPRICING.

1. The basic rate of pay of an employee whose position is in a class which is repriced to a higher pay range shall be adjusted in the manner as adjustments for promotion.

2. The basic rate of pay of an employee whose position is in a class which is repriced to a lower pay range shall be adjusted in the manner as adjustments are prescribed in paragraph C.3.

#### G. COMPENSATION OF EMPLOYEES SELECTED FROM AN OPEN COMPETITIVE LIST RESULTING FROM A RECRUITMENT ABOVE THE MINIMUM.

Notwithstanding any paragraph in this Article, employees selected through an open competitive recruitment which permits hiring at the second step of the pay range may be compensated at the second step by the Employer upon their appointment from the open competitive list.

#### H. COMPENSATION FOR TEMPORARY ASSIGNMENT PERFORMED.

Compensation for temporary assignment shall be as follows:

1. Except as provided in subparagraph 6, the basic rate of an employee who performs temporary assignment involving a position assigned to a class in a higher pay range in the salary schedule shall be adjusted in the manner as adjustments for promotion except that any temporary differential which the employee was receiving shall not be added to the basic rate of pay but shall be retained by the employee while performing the temporary assignment. Any employee who performs temporary assignment involving a position for which an adjusted entry rate has been prescribed by the Employer, and whose rate of pay, when adjusted hereunder is below the adjusted entry rate, shall be entitled to an additional amount of compensation which shall be the difference between the employee's adjusted rate of pay and the adjusted entry rate prescribed by the Employer. This difference, to be referred to as a temporary assignment differential, (TAD) shall not be considered as part of the employee's base pay. The TAD shall end upon completion of the temporary assignment.

2. An employee who performs a temporary assignment involving a position assigned to the same or lower pay range in the salary schedule shall continue to be compensated at the employee's basic rate of pay prior to the temporary assignment. It is provided that any employee who performs temporary assignment involving a position for which an adjusted entry rate has been prescribed by the Employer, and whose basic rate of pay is below the adjusted entry rate, shall be entitled to an additional amount of compensation which shall be the difference between the employee's basic rate of pay and the adjusted entry rate prescribed by the Employer. This difference, to be referred to as a temporary assignment differential, (TAD) shall not be considered as part of the employee's base pay. The TAD shall end upon completion of the temporary assignment.

3. Whenever a temporary assignment involves the assumption of duties and responsibilities of an exempt position not assigned to a pay range (regardless of whether the exempt position is within the bargaining unit or outside of the bargaining unit), employees will be compensated at the prescribed statutory rate of pay if such rate is higher than the employee's existing basic rate of pay. If there is no prescribed statutory rate, the appointing authority may exercise discretion in setting compensation for temporary assignment; provided, the compensation shall be no less than the employee's basic rate of pay.

4. Whenever a temporary assignment is made for an exempt employee whose position is not assigned to the salary schedule, and whose temporary assignment involves the assumption of the significant duties and responsibilities of a position assigned to a

salary schedule outside of the bargaining unit (other than the Excluded Managerial Compensation Plan), the following will be used to determine whether the assignment is to a higher pay range:

The maximum rate for the class to which temporary assignment is made is higher than the employee's existing rate; provided, the dollar difference between the two is more than 5% of the employee's existing basic rate of pay.

If the temporary assignment is to a position in a higher pay range, as determined above, the employee will be compensated at that step in the higher pay range which exceeds the employee's existing rate by 5%. If there is no step in the higher pay range which rate exceeds the employee's basic rate of pay by at least 5%, the employee shall

be compensated at the maximum step in the higher pay range or at the employee's basic rate of compensation, whichever is greater.

If the temporary assignment does not involve a higher pay range as determined above, the employee shall be compensated pursuant to subparagraph 2.

TAD shall be provided in the same manner as provided in subparagraphs 1 and 2.

5. Whenever a temporary assignment involves the assumption of the duties and responsibilities of a position assigned to a salary schedule outside of the bargaining unit (other than the Excluded Managerial Compensation Plan), the following will be used to determine whether the assignment is to a higher pay range:

The position is in a class for which the maximum rate for the class is higher than the maximum rate for the employee's class; provided, the dollar difference between the two maximum rates is more than the dollar difference between the minimum and second step of the employee's pay range.

If the temporary assignment involves a position in a higher pay range, as determined above, then the employee will be compensated at that step in the higher pay range which exceeds the employee's existing rate by 5%. If there is no step in the higher pay range which rate exceeds the employee's basic rate of pay by at least 5%, the employee shall be compensated at the maximum step in the higher pay range or at the employee's basic rate of compensation, whichever is greater.

If the temporary assignment does not involve a higher pay range as determined above, the employee shall be compensated pursuant to subparagraph 2.

TAD shall be provided in the same manner as provided in subparagraphs 1 and 2.

6. Compensation adjustments shall not be provided for the following:

a. An employee whose position includes assuming the duties and responsibilities of

the employee's superior in the absence of the superior and which assignment is recognized in the employee's position classification and pricing.

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

#### I. TEMPORARY DIFFERENTIAL PAY.

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

2. The TD pay shall not be considered part of an employee's basic rate of pay.

3. The TD pay shall be reduced by an amount equal to any adjustment in the employee's basic rate of pay due to promotion, upward reallocation, or repricing upward actions. When the adjustment due to these actions is greater than or equal to the TD pay, the TD pay shall be terminated.

4. When an employee with TD pay is demoted or transferred, or whose position is reallocated to a class in the same or lower pay range, the TD shall be continued in the new pay range.

#### J. COMPENSATION ADJUSTMENT FOR NON-REGULAR EMPLOYEES

1. Movements of non-regular employees to other civil service positions shall not be classified as promotions, transfers, or demotions, but shall be considered as new appointments and compensation adjustments upon these new appointments shall be as prescribed in this paragraph.

2. A non-regular employee who is moved from the position in which the employee was serving a probational appointment to another position assigned to the same salary range shall continue at the same basic rate of pay.

3. A non-regular employee who is moved from the position in which the employee was serving a temporary appointment to another position in the same pay range and pay schedule and in the same department shall continue at the same basic rate of pay.

4. Non-regular employees serving temporary appointments who are converted to initial probational or permanent appointments in the same positions that the employees were serving temporary appointments will continue to receive the same basic rate of pay they were receiving while serving temporary appointment.

5. The compensation of a non-regular employee after a personnel transaction other than as described in subparagraphs 2, 3, and 4 shall be at the initial step of the salary range.

K. COMPENSATION ADJUSTMENT FOR EXEMPT EMPLOYEES ACCEPTING CIVIL SERVICE APPOINTMENTS, OR WHOSE EXEMPT POSITIONS ARE CONVERTED TO CIVIL SERVICE POSITIONS.

1. Exempt employees who move to civil service positions or who are granted civil service status pursuant to legislation shall not have the transaction considered as promotions, transfers, or demotions. Such transactions shall be considered new appointments and pay adjustments upon these new appointments shall be as prescribed in this paragraph.

2. An exempt employee who is granted civil service status pursuant to legislation shall retain the basic rate of pay the employee was receiving immediately prior to being granted civil service status; provided:

a. If the employee's rate of pay falls between two steps in the salary schedule, the employee shall be compensated at the lower step.

b. If the employee's rate of pay falls below the minimum step of the salary schedule, the employee shall be compensated at the minimum step.

c. If the employee's rate of pay falls above the maximum step of the salary schedule, the employee shall be compensated at the maximum step.

3. Exempt employees selected from an open competitive list to civil service positions other than as described in subparagraph 1, shall be compensated at the initial step of the salary range.

L. COMPENSATION ADJUSTMENT FOR EMPLOYEES MOVING TO EXEMPT APPOINTMENTS.

Movements of employees to exempt positions shall not be classified as promotions, transfers, or demotions, but shall be considered as new appointments and compensation adjustments upon these new appointments shall be as follows:

1. The employee shall be compensated at the prescribed statutory rate for the exempt position; or,

2. If there is no prescribed statutory rate, then the rate determined by the appointing authority.

M. COMPENSATION ADJUSTMENTS FOR REGULAR EMPLOYEES SERVING LIMITED TERM APPOINTMENTS, TEMPORARY APPOINTMENTS, OR NEW PROBATIONAL APPOINTMENTS, IN ANOTHER POSITION.

1. Regular employees serving limited term appointments, temporary appointments, or new probational appointments, who are promoted, transferred, or demoted, or whose

permanent position is reallocated or repriced shall have their compensation adjusted from their permanent positions pursuant to paragraphs B, C, D, E, or F, as applicable, except as follows:

a. An employee who is moved from the position in which the employee was serving a probational appointment to another position assigned to the same salary range shall continue at the same basic rate of pay.

b. An employee who is moved from the position in which the employee was serving a temporary appointment to another position in the same class and in the same department shall continue at the same basic rate of pay.

2. Regular employees serving limited term or other temporary appointments who are converted to probational or permanent appointments in the same positions that they were serving on a limited term or other temporary appointment basis shall continue to receive the same basic rate of pay they were receiving while serving the limited term or temporary appointment.

#### N. COMPENSATION ADJUSTMENTS FOLLOWING AN INTERGOVERNMENTAL MOVEMENT MADE PURSUANT TO LAW

When an intergovernmental movement has been made pursuant to law, the compensation of the regular employee involved shall be adjusted as follows:

1. If the result of the intergovernmental movement is that the employee moves to a position assigned to a class with a higher pay range in the salary schedule than the previous pay range, the employee's compensation shall be adjusted in the manner as adjustments for promotion.

2. If the result of the intergovernmental movement is that the employee moves to a position assigned to a class with the same pay range in the salary schedule as the previous pay range, the employee's compensation shall be adjusted in the manner of adjustments for transfer.

3. If the result of the intergovernmental movement is that the employee moves to a position assigned to a class with a lower pay range in the salary schedule than the previous pay range, the employee's compensation shall be adjusted in the manner as adjustments for voluntary demotion.

#### O. Step Movement

1. The movement from Step A to Step B under this paragraph shall be effective July 1, 1995. The cost of the step movement under this paragraph shall be included in the costs of collective bargaining for the contract period beginning July 1, 1995, and submitted to the respective legislative bodies for approval at the appropriate time.

2. On July 1, 1995, Employees on Step A with at least twelve (12) months of continuous, creditable service, as defined in subparagraph 4, in the same class shall move from Step A to Step B.

3. Employees who are not entitled to move under subparagraph 2 shall move from Step A to Step B after attaining twelve (12) months of continuous, creditable service, as defined in subparagraph 4, in the same class.

4. "Continuous, creditable service" shall mean service within the same Employer jurisdiction without any break in service provided that the following shall not be considered as time creditable:

a) absences without pay (other than authorized leave of absence without pay for the purpose of sabbatical, recuperating from an injury for which workers' compensation weekly payments are made or military leave where the President of the United States or the governor of the State has called the Employee to active duty);

b) absence due to suspension; or

c) any period of substandard performance.

5. The effective date of the step movement shall be the first day of the pay period immediately following the completion of the required amount of continuous, creditable service.

#### P. OTHER COMPENSATION ADJUSTMENT.

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

### **ARTICLE 15 - NOTIFICATION OF ELIGIBILITY**

Employees on promotional eligible lists for classes of work covered by this Agreement shall be notified of the duration of such lists at the time they are established and any extensions thereof.

### **ARTICLE 16 - TRAINING AND DEVELOPMENT**

A. The parties agree that Employees shall be notified (posted on bulletin boards) by the Employer and encouraged to participate in training and development programs. The Employer shall notify the Union of all existing training programs. The Employer shall meet and confer with the Union to formulate new training programs prior to implementation.

B. All training and development which the Employer requires of an Employee shall be conducted during working hours. When such training or development falls outside of the Employee's normal work hours, the Employee's normal work hours may be adjusted so as to accommodate the time spent in training or development. The adjustment in work hours shall not be construed to be working a split shift.

C. A regular Employee shall be permitted to request attendance in a training program, course of instruction, conference or seminars and the Employer shall approve such a request if the following conditions are met:

1. The training program, course of instruction, conferences or seminars meets the approval of the Employer, is related to the Employee's job, and will improve the Employee's skills to meet the needs of the Employer.

2. Attendance in the training program, course of instruction, conferences or seminars will not disrupt the normal operations of the Employer.

3. Funds are available.

4. Upon satisfactory completion of courses of instruction or training programs approved by the Employer, the Employer shall reimburse the Employee for the cost of tuition, books, and supplies, as applicable, provided any textbooks paid for by the government shall remain its property.

D. The Employer shall inform affected Employees of new work procedures which relate directly to their work.

E. Subject to the conditions of paragraphs C.1. and C.2. above and if sufficient funds are not available, the Employee may be permitted to participate at the Employee's own expense in training programs or courses of instruction which are scheduled during working hours with the prior approval of the Employer or designated representatives.

F. The Employer shall provide in-service training programs.

G. Evidence of satisfactory completion of any training courses or 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 promotion; however, said 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.

H. The Employer and the Union jointly shall provide a regularly scheduled preretirement advisory program covering benefits and rights of retired Employees. Those Employees who are contemplating retirement may attend this program.

I. Whenever an Employee applies for and is denied training, the Employee shall upon written request be informed of the reasons for denial in writing.

#### **ARTICLE 17 - PERSONNEL FILE**

A. An Employee shall, upon request and by appointment, be permitted to examine the Employee's personnel files. The Employee shall be given a copy of any material if it is to be used in connection with a grievance or personnel hearing.

B. No derogatory material shall be placed in the personnel file unless the Employee has had an opportunity to read the material and an opportunity to sign it indicating the Employee had read the material. The Employee shall also be given an opportunity to attach explanatory remarks.

C. All derogatory material in an Employee's file shall be destroyed after two (2) years, unless the department head makes a determination of the current relevancy of such material. If the Employee or the Union, upon consent of the Employee, disputes the relevancy of such material, the department head shall attach the reasons for relevancy to such material in writing.

If the department head determines that the material is relevant currently, it may remain in the file for another year and again reviewed in the same manner.

D. Any derogatory material shall be destroyed after five (5) years.

E. The employment history record shall not be destroyed.

F. The Employer may maintain more than one personnel file; however, one of these files shall include, but not be limited to, an Employee's personnel transaction records, derogatory materials, commendatory materials and performance evaluations. The Employer shall designate and inform the Union of the location of the file.

## **ARTICLE 18 - PERSONAL RIGHTS AND REPRESENTATION**

A. The Employer shall not require Employees to transport government equipment in their private vehicles, if such Employees do not receive mileage allowance.

B. Upon the request of the Union, existing dress and personal appearance codes shall be reviewed by the Employer or designee and Union. The Employer or designee shall consult with the Union before establishing new dress and personal appearance codes.

C. Both parties agree that Employees shall not use their business addresses (place of employment) to receive personal mail; provided, however, if personal mail is sent to Employees' business addresses without their knowledge or consent, the Employer shall endeavor to forward such personal mail unopened.

D. The Employer shall provide Employees with supplies and equipment which are required in the performance of the Employee's official duties. Except in the case of negligence on the part of the Employee, when such equipment is stolen, lost, damaged and/or worn out it shall be repaired or replaced by the Employer.

E. The Employer shall provide legal counsel for an Employee upon request when:

1. The Employee is sued for actions taken by the Employee in the course of the Employee's employment and within the scope of the Employee's duties and responsibilities.

2. The Employee must appear as a defendant or is subpoenaed to appear in court when sued for actions taken in the course of employment and within the scope of the Employee's duties and responsibilities.

3. The Employee must appear as a witness or is subpoenaed to appear in court on a matter arising in the course of employment and within the scope of the Employee's duties and responsibilities.

4. The Employee is required to give deposition or answer interrogatories on a matter arising in the course of employment and within the scope of the Employee's duties and responsibilities.

In addition, the Employee's required presence in any of the foregoing situations shall be considered work time, provided, whenever an Employee's required presence is on the Employee's scheduled day off or holiday off, the Employee shall be guaranteed a minimum of three (3) hours straight time pay.

F. When grievances are filed against Employees of this unit for actions taken by them in the course of their employment and within the scope of their supervisory and/or managerial duties and responsibilities, the Employer shall provide them with necessary staff support and representation. When such assistance is requested by the Employee and the Employer fails to furnish such assistance, the Employee will not be penalized for any improper action taken.

G. The Employer shall provide Employees with advice and assistance in the interpretation and administration of collective bargaining contracts or agreements covering their subordinates. Whenever Employees perform or carry out their assigned supervisory and/or managerial duties and responsibilities, based on such advice and assistance, the Employer agrees to provide full support to the Employees should conflict or grievances arise.

H. The Employee shall have the right to refuse for good cause as determined by the Employer to work overtime, to accept a temporary assignment, and to perform any work not representative of the Employee's class.

I. If a judgment or court approved settlement is made against an Employee in a civil suit for actions taken by the Employee in the course of the Employee's employment and within the scope of the Employee's duties and responsibilities, the Employer agrees to do no more than submit to the Legislature or the County Council any judgment (or court approved settlement) against the Employee, with the Employer retaining the discretion of recommending or not recommending legislative approval.

J. Bill of Rights.

1. No Employee shall be required to sign a statement of complaint filed against the Employee.

2. If the Employer pursues an investigation based on such complaint, the Employee shall be advised of the seriousness of the complaint. The Employee will be informed of the complaint, and will be afforded an opportunity to respond to the complaint, and to furnish evidence in support of the Employee's case. The Employee shall have the right to be represented by the Union in presenting the Employee's case.

3. Before making a final decision, the Employer shall review and consider all available evidence and data, including factors supporting the Employee's position, whether or not the Employee offers such factors in the Employee's own defense.

4. If the complaint filed against the Employee results in disciplinary action, and the Union or Employee believes that the action taken is improper or unjust, the Union or Employee shall have the right to process a grievance pursuant to Article 11, Grievance Procedure.

## **ARTICLE 19 - UNIFORMS**

### **I. General Application**

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

1. Used to identify a specific group of Employees.

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

B. Uniform accessories which are required by the Employer shall be furnished by the Employer and shall remain the property of the Employer while in the custody of the Employee. Accessories include, but are not limited to, the following:

- |                    |                              |
|--------------------|------------------------------|
| 1. Sam Browne belt | 7. Hat                       |
| 2. Holster         | 8. Ammo pouch                |
| 3. Handcuffs       | 9. Name tag                  |
| 4. Handcuff case   | 10. Flashlight and batteries |
| 5. Patches         | 11. Whistle                  |
| 6. Badges          |                              |

C. The following items of apparel are not considered as part of a uniform:

1. Work clothing such as coveralls, aprons, smocks, etc.

2. Shoes, boots, socks, and ties. (Whenever the Employer requires the Employees to wear safety shoes or safety boots, the Employer shall provide such items.)



3. Shirts normally worn under a uniform coat or blouse. (Shirts of a distinctive uniform appearance normally worn as an outside garment in place of a uniform coat or blouse are considered as part of the uniform.)

D. Damaged or Lost Uniforms.

1. If an Employee's uniform is destroyed or damaged while worn in the performance of duty and without negligence, the Employer shall either replace the item or items of uniform destroyed, or reimburse the Employee for the cost of the item or items of uniform destroyed; provided that the Employee's supervisor recommends replacement or reimbursement and the Employer or its designee approves such recommendation.

2. Replacement or reimbursement shall not be made by the Employer when a uniform is lost, stolen, destroyed or damaged due to negligence by the Employee, or where the uniform is wilfully destroyed or damaged by the Employee.

E. 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.

F. Whenever an Employee is required by the Employer to wear a uniform, the Employer shall have the option to (1) clean such uniforms or (2) provide a uniform maintenance allowance as follows:

1. Button shirt and pants - \$20.00 per month.
2. Button shirt or pants or jacket - \$10.00 per month.
3. T-shirt or shorts or both - \$6.00 per month.

Such allowance for each fiscal year shall be paid once annually on or about June 30 of the fiscal year. If the employment of the Employee commences or terminates during the fiscal year, the sum paid shall be adjusted on a prorated basis. No allowance shall be payable during periods of suspensions of five (5) or more days or for periods when the Employee is on any leave of absence without pay.

II. Existing Policies and/or Practices

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 for the duration of the Agreement.

B. 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 for the duration of the Agreement, except that the replacement allowance shall be 75% of the actual replacement cost of the items of uniforms purchased by the Employee.

### III. Uniforms for New Groups of Employees

In the event that the Employer determines that a group of Employees, other than those covered by existing policies and/or practices, be required to wear uniforms, the following shall apply:

1. 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 on an initial basis.
2. 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.
3. The replacement of uniforms due to wear and tear shall be by Employer approval.
4. The Employer may choose to furnish such replacement or provide for replacement allowance of 75% of the actual replacement cost of the items of uniforms purchased by the Employee.
5. If the Employer opts for the replacement allowance, the items of uniform being replaced shall be purchased from an approved vendor and substantiated by a receipt.

## **ARTICLE 20 - SAFETY AND HEALTH**

A. Safety and Health Requirements. The Employer shall conform to and comply with applicable regulations requiring safe, healthy, and sanitary working conditions prescribed by the Department of Health, Department of Labor, or any other governmental body. In addition, the Employer shall insure compliance with the applicable provisions of the Hawaii Occupational Safety and Health Law, Act 57, SLH, 1972. The Employer shall provide, among other things:

1. When feasible in the renovation or construction of government buildings, the Employer shall endeavor to include in the Employer's specifications, provisions to provide, but not limited to the following: air conditioning; cold water fountains; restrooms for Employees separate from public restrooms; areas for meals.
2. When adequate lighting is essential to the performance of a specific function, the Employer shall provide necessary lighting equipment.

## B. Protective Clothing and Safety Equipment and Tools.

The Employer shall at its expense furnish its Employees with appropriate safety equipment, including protective eye and foot devices (such as prescription safety glasses, goggles, face shields, safety shoes, rubber boots), when such equipment is required in connection with the Employee's official duties by the codes and rules and regulations of the Department of Labor and Industrial Relations. Whenever such safety devices or personal protective equipment are provided, the Employee shall be required to use them.

1. When safety-toe footwear meeting the requirements and specifications of the American National Standard Institute Z.41 is required, the following shall apply:

a. The Employer shall provide an allowance up to an amount to be mutually agreed upon between each jurisdiction and the Union for such jurisdiction toward the purchase of such 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.

b. Whenever the Employer utilizes competitive bidding procedures, the paragraph above shall not apply. In such event, the Employer shall pay up to the accepted bid price. Further, in the event that an Employee desires a footwear of another brand or model that meets the approved specifications, the Employee shall be permitted to acquire such footwear from the approved vendor or, when such footwear is not available, from another vendor. In such case, the Employee shall pay any difference greater than the bid price.

c. With respect to the first two paragraphs, the Union shall be consulted in developing lists of approved brands and/or models of such footwear that may be acquired at the option of Employees.

d. Required safety-toe rubber boots or other types of safety-toe footwear not specified above shall be provided at no cost to the Employees.

e. Replacement of such safety footwear will be made by the Employer whenever it is accidentally damaged, without negligence, or worn out through normal wear and tear in the performance of the Employee's official duties. It is provided that the Employer shall have the option to repair, at its expense, the worn or damaged heels of safety footwear within the first six (6) months after issuance in lieu of replacing the entire safety footwear.

f. The Employer shall be permitted to inspect safety footwear that is to be replaced prior to approving the replacement. Replaced safety footwear shall become the property of the Employee and shall not be worn at work; provided however, that the Employer shall have the option to place on it a distinctive mark.

g. Each Employee whose duties require protective shoes as provided under this Article shall be provided with a second pair of such shoes when all of the following conditions are met:

1) Such shoes become wet frequently and on a regular basis as a result of the Employee's duties.

2) Wetness results from water or muddy conditions.

3) Wetness which saturates the shoes will occur in spite of reasonable precautions and preventive measures.

4) Rubber boots when provided are not reasonable to wear (a) due to the nature of work or (b) for more than four hours per workday.

2. When prescription safety glasses which meets the requirements of the American National Standard of Occupational and Educational Eye and Face Protection are required, the following shall apply:

a. The Employer shall pay up to the reasonable cost of such standard prescription safety lenses and standard non-cosmetic safety frame within each jurisdiction, excluding the cost of contact lenses.

b. Replacement of prescription safety glasses and/or frame shall be allowed when (1) such items are damaged or lost, without negligence on the part of the Employee in the performance of the Employee's duties, and (2) when replacement is required because of changes in the Employee's vision.

c. The cost for eye examination and dispensing of safety glasses shall be borne by the Employee; provided however, any jurisdiction which is presently reimbursing its Employees for the cost of the eye examinations and dispensing of safety prescription glasses will continue to do so for the duration of the Agreement. In the event that an Employee's prescription safety glasses and/or frame is damaged or destroyed while the Employee is acting in the discharge of the Employee's duties without negligence and an eye examination is required by the dispenser in order to obtain a replacement of such glasses, the Employer shall pay for the entire cost of such eye examinations and dispensing cost. Where an optical dispenser is available which accepts existing prescriptions without requiring a new eye examination, such dispenser shall be utilized by the Employee.

d. The vendors for the prescription safety glasses shall be selected by the Employee; except that when bidding procedures are utilized, such vendors shall be designated by the Employer.

e. Whenever the Employer utilizes competitive bidding procedures paragraph 2.a. above shall not apply. In such event, the Employer shall pay up to the accepted bid price, including eye examination as provided in paragraph 2.c. above. Furthermore, an Employee who desires to acquire prescription safety glasses which are not on the approved bid list but which meet the approved safety specifications shall be permitted to acquire such prescription safety glasses from the approved bidding vendor, provided that

the Employee shall pay any difference greater than the bid price.

3. All requests for the purchase or replacement of safety equipment shall be processed through the Employee's immediate supervisor.

C. Working Conditions.

1. Toilet facilities will be provided.

2. Clean, cool, potable drinking water shall be made accessible.

3. All office and work areas shall be provided with natural or mechanical systems of ventilation.

D. The Employer shall endeavor to provide security and protection for public Employees in offices where there have been experiences of frequent threats or violence.

## **ARTICLE 21 - EQUIPMENT**

The Employer shall consult, whenever practicable, with the Employees who are responsible for the use and maintenance of equipment on the contemplated purchase or leasing of equipment.

## **ARTICLE 22 - TEMPORARY HAZARD PAY**

A. Award and Approval. Upon recommendation of a department head 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 (where the Union initiates a request, the request shall be addressed to the affected department head with a copy to the Personnel Director):

1. The exposure to unusually hazardous working conditions is temporary;

2. The degree of hazard is "Most Severe" or "Severe"; and

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

B. Hazard Pay Differentials. Hazard pay differentials shall be based on the minimum step of the Employee's salary range and shall be prorated as follows:

1. Most Severe--twenty-five (25) percent.

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

- b. Accidents occur frequently in spite of reasonable safety precautions.
  - c. Frequent exposure to hazard where failure to exercise extreme care and judgment might cause an accident which would result in total disability or fatality.
2. Severe--fifteen (15) percent.
- a. Frequent injuries likely but serious accidents rare.
  - b. Exposure leads to possible eye injuries, loss of fingers, or serious burns.
  - c. Might cause incapacitation.
  - d. Moderate periods of compensable lost time result.
3. Any disagreement on the granting of Temporary Hazard Pay or the differential granted shall be subject to the grievance procedure and in accordance with Step 3 of Article 11, Grievance Procedure.

C. Computing Hazard Pay. The basic unit for computing such payments shall be the hour provided that:

- 1. A fraction of an hour shall be considered an hour;
- 2. A half day's pay at hazard rates shall be allowed for one (1) or more but less than four (4) hours of hazard work per day;
- 3. A full day's pay at hazard rates shall be allowed for four (4) or more hours of hazard work per day; and
- 4. This pay is in addition to any other rate that may apply to the job.

D. Duration of Hazard Pay Award. Such hazard pay award shall remain in effect for a period not to exceed six (6) months but may be renewed by the Personnel Director or the representative upon showing by the department head that the working conditions and duties remain the same.

E. Forms and Other Requirements. Recommendations for hazard pay differentials shall be submitted on such forms and such manner as the Employer may require.

## **ARTICLE 23 - OVERTIME**

A. Coverage: Credit for Overtime Work. Employees are entitled to receive cash payment or compensatory time credit because of overtime work.



B. Occurrence of Overtime Work. Overtime work occurs when an Employee renders service at the direction of proper authority and if the performance of such service is:

1. In excess of a scheduled eight-(8) hour workday.
2. In excess of forty (40) straight time hours per workweek.
3. On any day which is observed as a legal holiday; whenever the major portion of a shift falls on a day observed as a legal holiday, work performed during the entire eight-(8) hour shift shall constitute overtime work provided that no further credit because of the overtime work shall be granted notwithstanding any other provision of this Article.
4. On the Employee's scheduled day off and there has been no change, by mutual consent (or by due prior notice), in the work schedule.
5. In operating units subject to shift work when an Employee is required to report to a new shift with less than a lapse of twelve (12) hours of rest, the Employee shall continue to earn overtime until such a rest period is granted.
6. Whenever an Employee is required to perform overtime work within the sixteen (16) hour period immediately prior to the start of the Employee's scheduled workday and does not receive at least a total of ten (10) hours of rest within such sixteen (16) hour period, the Employee shall be entitled to overtime credits to be applied to the straight-time hours actually worked on such scheduled workday which shall be equal to the difference between the ten (10) hours and the number of actual hours of rest received.
7. In accordance with specific conditions stipulated by this Agreement.
8. If work schedules are not posted two (2) weeks in advance for Employees who are required to work on scheduled shifts as defined in Paragraph L-2 below, Employees affected shall be credited for overtime work for each hour of work performed on the first day of such new schedule.
9. In operating units rendering public service seven (7) days per week, whenever an Employee whose work is subject to shifts is required to render full-time service for more than six (6) consecutive days, the Employee shall be entitled to overtime for each hour of work performed on the seventh day and each succeeding day until the Employee is granted a period of rest for twenty-four (24) non-work hours.

C. Additions and exceptions to the above provision are as follows:

1. Occurrence of overtime work with respect to official leave with pay or compensatory time--any official leave with pay or compensatory time credits which have been actually taken by an Employee shall be included in computing whether an Employee has worked in excess of eight (8) hours in a day or forty (40) hours in a week.

2. Whenever an Employee is required, with less than forty-eight (48) hours advance notice, to report for work on a workday or a shift for which the Employee was not officially scheduled, the Employee shall be credited for overtime work for each hour of work performed on the first workday of such new scheduled day or shift.

3. Exchange for Perquisites. An Employee who by agreement receives perquisites or accommodations in exchange for rendering standby or emergency duty in excess of the Employee's normal hours of work:

a. Will not earn overtime for rendering scheduled standby duty;

b. Will not earn overtime when called to perform emergency service during the Employee's scheduled hours of standby duty;

c. Will earn overtime for each hour of work when called to emergency duty on the Employee's scheduled day off.

D. Conversion to Compensatory Time Credit. The number of actual hours of overtime worked shall be converted to compensatory time credit at the rate of one and one-half (1 1/2) hours of compensatory time credit for each hour of overtime worked or fraction thereof computed to the nearest fifteen (15) minutes except as provided in Article 27, relating to Call Back Pay.

E. Compensatory Time Off. An Employee who has compensatory time credit shall be scheduled for compensatory time off as mutually agreed to with the appointing authority.

F. An Employee on compensatory time off shall be deemed to be on official leave with pay status.

G. An Employee who notifies the department head in advance or substantiates to the satisfaction of the department head that the Employee was sick on a scheduled day of compensatory time off, shall be charged only for sick leave.

H. Compensation for Overtime Work. The provisions of this Article in regard to payment in cash shall be applicable in all cases except where the Employee who has performed the overtime work elects, in writing, to take compensatory time off in lieu of cash.

I. Cash payment for overtime worked.

1. The basic compensation for an Employee who performs overtime work shall include all differentials an Employee is receiving when performing overtime work, except for hazard pay differentials. To convert an Employee's basic compensation to an hourly rate, the following formula shall be used: (monthly salary plus the amount of monthly differentials) multiplied by twelve (12) months then divided by two thousand eighty (2,080) hours; plus any hourly differentials the Employee is earning.

2. Cash payment for overtime work shall be calculated as follows: (basic rate of pay

plus differentials as determined in I.1.) multiplied by the number of hours worked or fraction thereof computed to the nearest fifteen (15) minutes multiplied again by one and one-half (1-1/2). (E.g. \$15.00 + .31 x 8 hours of overtime work x 1-1/2 = \$183.72)

3. Cash payment for overtime work shall be made within thirty (30) days (approximately two (2) pay periods) from the date the Employee submits the appropriate employer form for overtime payment.

J. At the time of termination or resignation from service, the Employee shall be paid in cash for all compensatory time credit earned but not yet taken as compensatory time off.

K. Mutual Agreement. A Mutual Agreement in writing may be entered into between the Union and the Employer. Through such an Agreement, the limitation of Article 23, Overtime, may be modified.

L. Definitions. The following definitions are specifically intended to clarify the intent of this Article.

1. Workday or shift. The term "workday" or "shift" is defined as a period of eight (8) hours during which a full-time Employee is scheduled to perform the Employee's normal day's work. For scheduling purposes, a workday or shift may begin on one day and end on the next day.

2. Work subject to shifts or shift work. The term "work subject to shifts" or "shift work" is defined as a work operation in which there is more than one workday or shift in a calendar day. Flexible or staggered working hours shall not be considered in determining whether more than one such workday occurs in a calendar day.

3. Pre-shift. The term "pre-shift" is defined as that period of time immediately preceding a workday.

4. Post-shift. The term "post-shift" is defined as that period of time immediately following a workday.

## **ARTICLE 24 - TIME OFF FOR OVERTIME WORKED**

Whenever a non-shift Employee works at least eighteen (18) hours within the twenty-four (24) hour period immediately prior to the start of the Employee's scheduled workday, the Employer shall excuse the Employee from work on such workday, with pay, unless the services of such Employee are needed due to an emergency affecting the public health or safety and replacements are not available. In the event of such an emergency, such Employee shall be excused from work as soon as possible when the emergency no longer exists.

## ARTICLE 25 - MEALS

A. When Employees are required to work overtime, the Employer shall either furnish them with meals or compensate them for meals at the rate of four dollars and twenty-five cents (\$4.25) for breakfast, four dollars and seventy-five cents (\$4.75) for lunch and six dollars (\$6.00) for dinner under the following situations:

1. Post-Shift Overtime. Employees who perform overtime work after their normal workday, shall be furnished or compensated for a meal after the first two (2) hours of actual overtime work performed and after intervals of five (5) hours following the first overtime meal.

2. Two or More Hours of Pre-Shift Overtime. When Employees are called to perform two (2) or more hours of pre-shift overtime work and are required to work continuously into their normal workday, they shall be entitled to meals for the period of the overtime work as well as their normal workday. Employees shall be furnished or compensated for a meal upon completion of two (2) hours of overtime work and at intervals of five (5) hours of continuous work performed following the first meal.

3. Less than Two Hours of Pre-Shift Overtime. When Employees are required to work less than two (2) hours of pre-shift overtime with less than twenty-four (24) hours prior notice and works continuously into their normal workday, they shall be furnished or compensated for a meal at the start of their normal workday and at their normal meal period during the workday.

4. Overtime During Off-Duty Hours, Scheduled Day Off or Holiday.

a. Less Than 24 Hours Prior Notice. When Employees are required to work overtime during their off-duty hours (not post-shift or pre-shift), on a scheduled day off or a holiday, with less than twenty-four (24) hours prior notice, they shall be furnished or compensated for a meal upon completion of two (2) hours of overtime work and at intervals of five (5) hours of continuous overtime work performed following the first overtime meal. However, an Employee shall not be entitled to a meal after two (2) hours of overtime work if the overtime work commences within three (3) hours of a previous overtime meal. In such event, the Employee shall be granted a meal after a period of five (5) hours from the previous meal should the Employee continue working till this time, and shall be entitled to additional meals at intervals of five (5) hours of continuous overtime work thereafter.

b. 24 Hours or More Prior Notice. When Employees are required to work overtime during their off-duty hours (not post-shift or pre-shift), on a scheduled day off or a holiday with at least twenty-four (24) hours prior notice, they shall be furnished or compensated for a meal upon completion of ten (10) hours of such overtime work and at intervals of five (5) hours of overtime work performed following the first overtime meal.

5. Overtime While on Standby. When Employees render service in response to a call to work as provided under Article 26, Standby Pay, they shall be furnished or

compensated for a meal upon completion of two (2) hours of work and at intervals of five (5) hours of continuous work performed following the first meal. However, an Employee shall not be entitled to a meal after two (2) hours of overtime work if the overtime work commences within three (3) hours of a previous overtime meal. In such event, the Employee shall be granted a meal after a period of five (5) hours from the previous meal should the Employee continue working till this time, and shall be entitled to additional meals at intervals of five (5) hours of continuous overtime work thereafter.

B. Notwithstanding paragraph A, an Employee who is required to travel inter-state or intra-state on official business and who receives a travel allowance pursuant to Article 41, Travel, shall be furnished or compensated at the rate of \$6.00 for a dinner meal after performing seven (7) hours of overtime work.

C. For purposes of meal compensation, the following shall apply:

1. Breakfast shall mean any meal allowed an Employee from 3:00 a.m. to 9:00 a.m.
2. Lunch shall mean any meal allowed an Employee after 9:00 a.m. to 3:00 p.m.
3. Dinner shall mean any meal allowed an Employee after 3:00 p.m. but before 3:00 a.m.

D. The Employer shall compensate Employees for meals within thirty (30) days (approximately two pay periods) from the date on which the claim for compensation is filed with the respective disbursing officer.

E. The term "pre-shift" is defined as that period of time immediately preceding a workday.

The term "post-shift" is defined as that period of time immediately following a workday.

F. Dietary workers in the Department of Health shall be provided without any charge one (1) meal per workday which is served as the house diet and such meal shall be the meal which is consumed during the Employee's normal meal period; provided that any institution in the Department of Health which is presently providing its dietary workers more than one (1) meal per workday without charge shall continue to do so for the duration of this Agreement.

## **ARTICLE 26 - STANDBY PAY**

A. An Employee shall be deemed to be on standby duty when the Employee is assigned by the head of the department or other superior to remain at home or at any other designated place for a specific period for the purpose of responding to calls for immediate service after the Employee's normal hours of work, on the Employee's scheduled day off or on holidays. For each calendar day or portion thereof of standby

duty, the Employee shall be paid an additional amount equal to twenty-five percent (25%) of the Employee's daily rate.

B. Whenever it is necessary for an Employee on standby duty to render immediate service in response to a call to work, the Employee shall be entitled to further compensation as provided in the Call-Back Pay provision contained herein.

## **ARTICLE 27 - CALL BACK PAY**

A. An Employee on off duty status who is called back to work shall be credited with either:

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

2. Overtime work calculated from the time the Employee leaves the Employee's home and until the Employee returns home, whichever is greater in value; provided, that overtime pay for work on holidays, days off and pre-shift overtime shall be in accordance with their respective articles.

3. It is provided, that whenever an Employee on off duty status is called back to duty and continues to work into the Employee's scheduled workday, the Employee shall be credited with overtime work calculated from the time the Employee leaves the Employee's home and until the Employee begins the Employee's scheduled workday.

B. An Employee may be permitted rest periods of ten (10) minutes for each two (2) hours of call back work performed.

C. Mileage reimbursement to and from home to work site shall be allowed for all call back work, except in the situation when an Employee on off duty status is called back to work and continues to work into the Employee's scheduled workday.

## **ARTICLE 28 - SHOW-UP TIME AND REPORTING PAY**

A. Show-up time and reporting pay on normal scheduled workday. An Employee who reports to work but who is unable to perform the Employee's normal work because of inclement weather, breakdown or unavailability of equipment, or other conditions beyond the Employee's control, shall be credited with the Employee's normal day of work; provided, however, the Employee may be assigned to perform other work as determined by the Employer or its designee.

B. Show-up time and reporting pay on scheduled day off.

1. An Employee who is required and reports to work on the Employee's scheduled

day off but who is unable to perform work because of inclement weather, breakdown, or unavailability of equipment, or other conditions beyond the Employee's control, shall be guaranteed a minimum of three (3) hours straight-time pay.

2. An Employee who is required and reports to work on the Employee's scheduled day off and performs less than two (2) hours of work shall be guaranteed a minimum of three (3) hours of straight-time pay.

## **ARTICLE 29 - SPLIT SHIFT PAY**

A. 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.

B. When, however, an Employee is required to work on a split shift basis, the Employee shall be paid a differential of twenty-five cents (\$.25) per hour for each hour, or fraction over thirty (30) minutes, of the Employee's workday and thirteen cents (\$.13) for each period of less than thirty (30) minutes of work.

C. Split shift--A regular work shift, which may be less than eight (8) hours, in a day which is divided into two (2) portions by off duty periods other than meal time.

D. An Employee who works a split shift will earn overtime for each hour worked which exceeds ten (10) hours, exclusive of time for meals, calculated from the time the Employee starts and ends the Employee's workday. The Employee's basic compensation plus the split shift differential will be used in determining the cash payment for overtime work pursuant to Article 23, Overtime.

## **ARTICLE 30 - NIGHT DIFFERENTIAL**

A. Whenever an Employee's scheduled straight-time hours, including holiday work, fall 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 compensation, the amount of forty-five cents (\$.45) per hour for each hour of actual work performed during such six (6:00) p.m. to six (6:00) a.m. hours; provided, however, if one-half (1/2) or more of the Employee's scheduled straight-time hours fall between six (6:00) p.m. and six (6:00) a.m., the Employee shall be paid, in addition to the Employee's basic compensation, the amount of forty-five cents (\$.45) per hour for each straight time hour actually worked. Effective January 1, 1998 this differential shall increase to fifty-five cents (\$.55) per hour.

B. Whenever an Employee's overtime hours fall between the hours of six (6:00) p.m. and six (6:00) a.m., the Employee shall be paid the night differential for each hour of actual overtime work performed during such six (6:00) p.m. to six (6:00) a.m. hours.

C. The employees basic compensation plus the night differential will be used in determining the cash payment for overtime work pursuant to Article 23, Overtime.

D. For the purpose of granting differential for work performed for a portion of an hour, the differential shall be twenty-three cents (\$.23) for work of one-half (1/2) hour or less, and forty-five cents (\$.45) for work of more than one-half (1/2) hour. Effective January 1, 1998, the differential shall increase to twenty-eight cents (\$.28) for work of one-half (1/2) hour or less and fifty-five cents (\$.55) for work of more than one-half (1/2) hour.

### **ARTICLE 31 - WORKING CONDITION DIFFERENTIAL**

A. The Director of Personnel Services, in consultation with the Union, shall review and determine which Employees regularly or temporarily assigned to the Closed Intensive Supervision Unit of Hawaii State Hospital will be entitled to a differential because of unusual or unique working conditions. Such Employees shall be paid in addition to their basic compensation, a differential of \$.40 per hour for each hour of work performed at such location.

B. Whenever a patient:

1. is ordered by the courts pursuant to Chapters 704 and 706, HRS, to be in the custody of the Director of Health, or

2. is an adult transferred from a correctional institution under Chapter 334, HRS, or

3. has been recommended for placement into the CISU at Hawaii State Hospital and such placement has been approved by the CISU unit chief or the clinical director, and is placed in a hospital's isolation room, or, in the case of Hawaii State Hospital, in a ward other than the CISU, all Employees assigned to the isolation room or the ward shall be entitled to a differential of \$.40 per hour for each hour of work performed while on such assignment, until such times as the patient is removed from such location.

C. For the purpose of granting differential pay for a portion of an hour, the Employee will be paid \$.20 for one-half (1/2) hour or less of work and \$.40 for more than one-half (1/2) hour of work.

D. Employees assigned to correctional facilities shall be entitled to a differential because of unusual or unique working conditions. Such Employees shall be paid, in addition to their basic compensation, a differential of \$.30 per hour for each hour of work performed at such location.

E. In administering paragraph D above, and for purposes of granting differential pay for a portion of an hour, the Employee will be paid \$.15 for one-half (1/2) hour or less of work and \$.30 for more than one-half (1/2) hour of work.

F. The Director of Personnel Services, in consultation with the Union, may terminate

the differentials provided by this section 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 or because such conditions cease to exist.

## **ARTICLE 32 - SABBATICAL LEAVE**

A. For purposes of improving public services, the Employer may grant sabbatical leaves of absence under conditions set forth in this Article.

B. An Employee who has served seven (7) continuous years within the applicable governmental jurisdiction may qualify for a sabbatical leave of absence. Such leave shall be for a period not to exceed one (1) year and may not be granted again to the same Employee until the Employee has served an additional period of seven (7) continuous years within the applicable governmental jurisdiction. For the purpose of computing continuous years of service in this article, periods of unauthorized leaves without pay shall not be counted; however, such leaves shall not constitute a break in service.

C. The Employer shall consider at least the following matters in reviewing a request for sabbatical leave:

1. The purpose of the leave is mutually beneficial to the Employee and the Employer;
2. The nature, length and pertinency of educational course work, research, or other professional/educational activity which the Employee plans to undertake during the sabbatical leave are consistent with the needs of the service;
3. The Employee's absence will not adversely affect the operations of the department; and
4. The Employee's work performance record and seniority (continuous length of service in the applicable governmental jurisdiction).

D. In the event a request for sabbatical leave is denied, the Employee may request and the Employer shall be provided the reasons for denial in writing from the Employer.

E. Employees on sabbatical leave shall be paid an amount equal to one-half of the basic compensation which the Employee was receiving at the commencement of the leave. Basic compensation shall include any negotiated increase in the schedule as may be provided for in the Agreement. The payments shall be made in accordance with regular pay periods.

F. An Employee granted sabbatical leave may engage in other employment provided the primary purpose for which the leave was granted is met.

G. Before being granted a sabbatical leave, an Employee shall enter into a contract

with the Employer which shall provide for the following:

1. The Employee shall agree to return to work upon termination of sabbatical leave or any other leave which may be granted by the Employer immediately following the sabbatical leave. If the Employee fails to report for work upon termination of sabbatical and/or any other leave granted under this Agreement, the Employee shall be considered to have resigned and shall refund all monies received while on sabbatical leave.

2. Upon return from sabbatical leave and/or any other leave granted under this Agreement, the Employee shall agree to work in the appropriate department for a period of two (2) continuous years. If the Employee fails to do so, the Employee shall refund all monies received from the Employer while on sabbatical leave; provided, however, in the event of the death of the Employee, the requirement to refund all monies shall be waived. In the event the Employee is unable to continue employment due to illness or injury, the Employer and the Union, by mutual agreement, may shorten the return period.

3. The Employee shall be guaranteed a return to the Employee's or an equivalent position at the expiration of the sabbatical leave and/or any other leave granted under this Agreement. Upon the Employee's return, the Employee shall have the same salary range and step that the Employee had at the time of taking the leave and the Employee's increment date shall be advanced equivalent to the duration of the leave, provided it is not inconsistent with the terms of this Agreement.

4. The Employee shall not accrue any vacation or sick leave credits during the period of sabbatical leave.

5. Any other provisions deemed necessary by the department to be included in the contract.

### **ARTICLE 33 - LEAVE OF ABSENCE FOR UNION BUSINESS**

A. Any Employee elected or appointed to an office in the Union will, if such office requires the Employee's full time in the exercise and discharge of its duties, be given a leave of absence without pay not to exceed one (1) year. Extension may be granted by the Employer for a period not to exceed twelve (12) months.

B. Any Employee elected or appointed to attend the Biennial State and/or National Union convention shall be given a leave of absence without pay or vacation leave for the duration of the convention including reasonable travel time. The Union shall notify the Employer in writing, not less than thirty (30) days prior to the commencement of the leaves, of the dates of the scheduled convention, the names and departments of the elected or appointed Employees and alternates. In the event an alternate is substituted for another Employee to attend the convention, the Union shall notify the Employer immediately of the substitution. It is agreed that any adjustments in the work schedules necessitated to accommodate the substitution shall not result in overtime for all Employees.

C. Any Employee elected or appointed to attend a Statewide Leadership Conference of the Union may be given a leave of absence without pay or vacation leave for the duration of the conference including reasonable travel time.

D. Unless otherwise provided by law, no Employee on leave of absence without pay shall be entitled to accrue or accumulate vacation allowance, sick leave, service credit for increments and longevity increases or other rights and benefits for the term of the Employee's leave but the Employee shall not lose seniority for the purpose of determining length of service.

### ARTICLE 34 - HOLIDAYS

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

- New Year's Day
- Dr. Martin Luther King, Jr., Day
- Presidents' Day
- Prince Jonah Kuhio Kalaniana'ole Day
- Good Friday
- Memorial Day
- King Kamehameha I Day
- Independence Day
- Admission Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day

All election days, except primary and special election days, in the county wherein the election is held;

Any day designated by proclamation by the President of the United States or by the Governor as a holiday.

B. Observance of Holidays.

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

Day Holiday Falls	Day Holiday Observed
Saturday	Friday preceding holiday
Sunday	Monday following holiday
Workday	Workday

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

Day Holiday Falls

Day Holiday Observed

Day off  
Workday

First workday after the day off  
Workday

## ARTICLE 35 - VACATION LEAVE

### A. Earning of Vacation Leave.

1. All Employees shall earn vacation leave at the rate of one and three-quarters (1 3/4) working days for each month of service. For the purpose of this Article, a workday is defined as an eight-hour (8) workday.

2. If such Employees render less than a month of service, their vacation allowance for such month shall be computed as follows:

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

The term "actual days of service" shall include paid holidays.

3. Individuals who are employed on a temporary, contractual or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn vacation allowance for such employment.

4. Vacation allowance shall accrue to an Employee while the Employee is on leave with pay unless specifically prohibited by the Agreement.

5. No vacation allowance shall accrue:

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

b. During the period the Employee is on leave without pay, except for the period the Employee is on leave for disability and is being paid Workers' Compensation therefore.

c. During any period of valid suspension which is sustained in the event an appeal is made by the Employee.

d. During any period of unauthorized leave.

e. During any period the Employee is on educational leave.

6. Vacation for an Employee Serving a Provisional Appointment. An Employee serving a provisional appointment shall not be entitled to a vacation with pay. However, a provisional appointee shall be entitled to earn and accrue vacation allowances during the term of the Employee's provisional appointment and if upon the termination of the Employee's provisional appointment the Employee receives probationary or limited term or permanent appointment in the same position, the Employee shall be credited with the allowances earned and accrued during the provisional appointment and if the Employee does not become such limited term, probationary, or regular Employee, the vacation allowance shall be automatically forfeited. It is provided, however, that a regular Employee who receives a promotion through a provisional appointment shall be considered to be a regular Employee and shall continue to earn vacation allowance.

7. Vacation for a Non-regular Employee Serving a Temporary Appointment Outside the List (TAOL). A non-regular Employee serving on a TAOL basis shall not be entitled to a vacation leave with pay. However, whenever the duration of the TAOL is for longer than one (1) year, including any extensions granted for a specific appointment, the non-regular Employee shall be entitled to (a) earn vacation leave beginning with the first month of the second year in accordance with A.1. and A.2., and (b) use the vacation leave accrued in accordance with the provisions of this Article. Whenever a non-regular Employee's TAOL is ended, any vacation leave accrued shall be automatically forfeited.

#### B. Accumulation of Vacation Leave.

1. An Employee may accumulate up to twenty-one (21) days of vacation leave per calendar year until the Employee accumulated the Employee's first forty-two (42) days. Subsequently an Employee may accumulate not more than fifteen (15) days of vacation leave per calendar year, even if the Employee's total accumulated days fall below forty-two (42) days. However, vacation leave in excess of fifteen (15) days per year may be accumulated for good cause when a request for such accumulation is approved by the department head provided such request shall be accompanied by a stipulation that the Employee shall take such excess vacation days at a specified time. If the Employee fails to take this vacation at the time stipulated, the Employee shall forfeit the excess accumulation of vacation leave unless for good reason an extension of time is granted by the department head.

2. Vacation leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

3. Any Employee who is entitled to an annual vacation may accumulate for the

succeeding year or years such unused portion of the Employee's vacation allowance as is permitted above, provided that the total accumulation shall not exceed ninety (90) working days at the end of the calendar year. If any recorded accumulation of vacation allowance at the end of any calendar year shall exceed ninety (90) working days, the Employee shall automatically forfeit the unused vacation allowance which is in excess of the allowable ninety (90) working days.

4. Nothing in this Article contained shall be construed to prohibit the taking or to require the forfeiture, of any vacation which is validly granted and the taking of which is commenced on or before the last working day of any calendar year, notwithstanding that the recording of the current accrued vacation allowance for such year on the last day thereof might result in an accumulation of more than ninety (90) working days including the working days of the vacation so granted and then being taken, but the period of such vacation shall be regarded for all purposes as if the same had been entirely taken on or before the last day of such calendar year.

5. Whenever the Employee's accumulated vacation credit exceeds ninety (90) working days the Employee shall receive cash payment in lieu of vacation to the extent of the excess if, upon investigation by the Comptroller of the State or the respective county director of finance, it is found that the excess vacation credit resulted from the Employee's inability to be allowed vacation time off because of orders of the Employee's appointing authority; otherwise the Employee shall automatically forfeit the excess.

6. Whenever an Employee is unable to take the Employee's scheduled vacation because of illness, the Employee shall be permitted to reschedule the Employee's vacation; however, if the duration of illness is such that the vacation cannot be rescheduled within the calendar year and to protect against the forfeiture of excess vacation, the Employee shall be permitted to substitute vacation for sick leave or take such excess vacation immediately upon the conclusion of such sick leave.

#### C. Taking Vacation Leave Granted.

1. When a vacation is requested on a proper application by an Employee, it shall be granted and taken at such time or times as the department head may designate; provided, that it shall be as close to the requested period as conditions in the department will permit, and so as to prevent any forfeiture of vacation allowance.

2. When a vacation is granted, it may include, in accordance with the law and at the request of the Employee, all vacation allowance accrued up to the end of the Employee's last full month of service immediately preceding the commencement of the vacation. For non-regular Employees who earn vacation allowance pursuant to A.7, the vacation granted may include, at the request of the Employee, all vacation allowance accrued up to the commencement of the vacation.

3. Whenever an Employee's vacation leave which has been approved on the appropriate leave application form is rescinded, non-refundable travel and lodging

expenses incurred by the Employee shall be reimbursed by the Employer.

4. No vacation leave of less than one (1) hour may be granted. However, when payment in lieu of vacation is legally permissible, or when the Employee's service will not continue at the expiration of the vacation, such payment may include a prorated amount for any fraction of a working day of vacation allowance to which the Employee is entitled.

D. Vacation Charged Only for Working Hours.

1. Employees on vacation shall have charged against their vacation allowances all working hours or fraction to the nearest 1/4 hour thereof which occur during the period of the Employee's vacation.

2. Employees normally working eight-hour (8) days, other than between the hours of 7:45 a.m. and 4:30 p.m. and/or other than between Monday and Friday inclusive, shall have charged against their vacation allowances only those hours or fraction to the nearest 1/4 hour thereof they were scheduled to work or would have worked had they not taken vacations.

E. Priority of Scheduling Vacation Leave. Priority in scheduling annual leave shall be given to Employees on the basis of seniority within the office. The priority shall be rotated in descending order according to seniority to assure that each Employee will receive priority scheduling at least once.

F. Recall from Vacation.

1. An Employee may be recalled to duty before the expiration of any granted vacation when, in the opinion of the department head, the Employee's services are required. In such event the Employee shall be paid for all work performed at the rate of one and one-half (1 1/2) times the Employee's regular rate of pay during such period the Employee is recalled from the Employee's vacation and shall be granted the Employee's unused vacation days at a time mutually agreed upon.

2. An Employee who is summoned during the Employee's vacation to serve as a witness in any judicial proceeding in connection with the duties and responsibilities of the Employee's position on work related matters shall be compensated at one and one-half (1 1/2) times the Employee's regular rate of pay during the scheduled vacation period the Employee is required to serve and the Employee's unused vacation leave shall be rescheduled at a time mutually agreed upon.

3. An Employee who is summoned during the Employee's vacation to serve as a witness or juror in any judicial proceedings, except those which may involve or arise out of the Employee's outside employment or the Employee's personal business or private affairs shall, if the Employee serves, be permitted to reschedule the Employee's vacation for another mutually agreed upon time.

G. Advance Vacation. Advance vacation shall be granted only where an Employee has exhausted all earned vacation allowance and is detained out of the State of Hawaii for a cause which the Employee establishes to the satisfaction of the department head to be out of the Employee's control. An Employee so detained shall immediately communicate with the department head and request such advance vacation and, if the same is granted, it shall be considered as taken with the express understanding that if such leave is not later earned during the term of employment the unearned portion of the vacation pay so advanced will be repaid, on demand of the department head to the Employer by the Employee or the Employee's executors and administrators out of the Employee's estate, if the Employee is deceased, or deductions may be made for such unearned portion from any salary due the Employee, or from any monies in the annuity savings fund of the Employee's retirement system of the Employer to the credit of the Employee.

H. Effect of Transfer to Position in Which Vacation Allowance Is Not Earnable. When an Employee is transferred from or otherwise relinquishes one position in which vacation allowance may be earned, and accepts employment in another position in the service of the Employer in which vacation allowance may not be earned, the Employee may be deemed, for purposes of receiving pay in lieu of vacation, to have terminated the Employee's services. But in the event that the Employee is not eligible under the circumstances to receive pay in lieu of vacation, the acceptance of such new employment shall not of itself have the effect of forfeiting any vacation allowance to which the Employee is then entitled. Pay for lapsed vacation in excess of the maximum allowed may be granted only as permitted by law.

I. Pay for Vacation Allowance Upon Termination.

1. Whenever a termination of services takes place, the Employee is to be paid, in accordance with law, for the Employee's vacation allowance either in a lump sum or in the normal manner except as provided in subsection 2.

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

3. However, if the Employee is immediately rehired by the Employer and will continue to earn vacation allowance, such a payment shall not be made.

4. An Employee who, pursuant to the U.S. Universal Military Service and Training Act or other Federal statute is called or ordered and reports either voluntarily or involuntarily for active military duty with a branch of the U.S. Armed Forces shall be deemed to have terminated the Employee's services for the purposes of this Article. The Employee's choice of lump sum payment for the Employee's vacation allowance will not of itself cause the

forfeiture of the Employee's unused sick leave credits.

J. In the event that a vacation request is denied by the department head, the Employee may request to be furnished the reasons for the denial in writing.

## ARTICLE 36 - SICK LEAVE

### A. Earning of Sick Leave.

1. All Employees shall earn sick leave at the rate of one and three-quarters (1 3/4) working days for each month of service. For the purpose of this Article, a workday is defined as an eight-hour (8) workday.

2. If such Employees render less than a month of service, their sick leave allowance for such month shall be computed as follows:

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

The term "actual days of service" shall include paid holidays.

3. Individuals who are employed on a temporary, contractual, or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn sick leave allowance for such employment.

4. Except as hereinafter otherwise provided, sick leave allowance shall accrue to an Employee while the Employee is on leave with pay. No sick leave allowance shall accrue:

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

b. During the period the Employee is on leave without pay except for the period the Employee is on leave for disability and is being paid Workers' Compensation therefore;

c. During any period of valid suspension which is sustained in the event an appeal is made by the Employees;

d. During any period of unauthorized leave; or

e. During any period the Employee is on educational or sabbatical leave.

B. Accumulation of Sick Leave.

1. An Employee may accumulate the sick leave the Employee earns. The unused sick leave accumulated shall be credited to the Employee's account for subsequent use in the event of a sickness.

2. Such unused sick leave may be accumulated without limitation, and sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year.

C. Notification of Sickness. 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, in the opinion of the department head, such notification has not been given in accordance with this Article, such absence may, in the discretion of the department head, be charged to vacation allowance or leave without pay.

D. Application for Sick Leave.

1. Application for sick leave shall be filed on a form prescribed by the Employer or designee, within five (5) working days after return to duty; provided, that in the event such Employee dies before that time or before returning to duty, the Employee's executor or administrator or department head if the Employee deems it proper may file such application within six (6) months after the Employee's death. Sick leave shall not be granted unless it is provided to the satisfaction of the department head that the Employee's absence from work was necessary because of sickness.

2. The department head shall require the Employee to submit a licensed physician's certificate for absences of five (5) or more consecutive working days to substantiate the fact that the period of absence was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of the Employee's position. The department head may require the Employee to be examined by a physician of said department head's choice provided the department assumes the cost of the physician's services.

3. Absence due to sickness lasting less than one (1) hour shall not be charged to sick leave.

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

E. Sick Leave Charged Only for Working Hours.

1. Employees absent from work on account of sickness, shall have charged against their sick leave allowance all working hours which occurs during such absence.

2. Employees normally working eight-hour (8) days, other than between the hours of 7:45 a.m. and 4:30 p.m. and/or other than between Monday and Friday inclusive, shall have charged against their sick leave allowances only those hours they were scheduled to work or would have worked had they not taken sick leave.

F. Additional Sick Leave with Pay. Additional sick leave with pay, in excess of that which the Employee is entitled to, may be granted with the written approval of the Employer provided that due consideration shall be given to the length of service of the particular Employee requesting the leave.

G. Use of Cumulative Sick Leave Allowance after Transfer between Departments. When an Employee resigns the Employee's position to accept a position in another department of the Employer as the result of a transfer (including promotion, demotion, or original appointment) or in case of any other movement from one department to another of the Employer, the Employee shall not thereby forfeit any unused accumulated sick leave allowance that the Employee may have to the Employee's credit in the department from which the Employee was transferred or moved. If, after the date of such transfer, the Employee uses any or all of such cumulative sick leave to the Employee's credit the appropriation of the department to which the Employee is transferred shall bear the entire charge thereof. In no event, shall the appropriation of the department from which the Employee was transferred or moved be charged for any cumulative sick leave taken after the date of transfer or movement.

H. Credit for Sick Leave during Vacation. When sickness lasting one or more consecutive working days occurs during a vacation, the period of sickness shall, upon submittal of a licensed physician's certificate or other satisfactory proof of such sickness as deemed necessary by the department head, be charged as sick leave, and the charge against vacation allowance shall be reduced accordingly. Application for such substitution of sick leave for vacation shall be made within five (5) working days upon return to work.

I. Sick leave shall be allowed for medical, dental, optical, and optometrical examination appointments which the Employee cannot schedule for non-work time.

J. Sick leave shall be allowed for temporary disabilities as defined under the Equal Employment Opportunity Commission Guidelines, Title 29, Chapter XIV, Section 1604, of the Code of Federal Regulations.

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

L. An Employee who is laid off pursuant to Article 9 - Layoff, shall retain the Employee's accumulated sick leave credits for the period that the Employee's name remains on the recall list. If the Employee is recalled to work pursuant to Article 9, the Employee shall be credited with all accumulated sick leave credits retained.

## **ARTICLE 37 - FUNERAL LEAVE**

A. Employees covered by this Agreement shall be allowed three (3) working days as funeral leave with pay which shall not be deducted from any other leave to which the Employee may be entitled. Funeral leave shall be granted on such days as designated by the Employee provided they fall within a reasonable period of time after a death in the immediate family.

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

C. If the death or funeral occurs outside the State of Hawaii, the Employee shall be granted, upon request, a reasonable number of additional days of accumulated vacation leave or leave without pay for travel to attend the funeral, or to make necessary arrangements for a funeral in the State of Hawaii.

## **ARTICLE 38 - LEAVE FOR JURY OR WITNESS DUTY**

A. An Employee covered by the terms of this Agreement, if summoned to serve as a witness or juror in any judicial proceedings except those which may involve or arise out of the Employee's outside employment or the Employee's personal business or private affairs, shall, if the Employee serves, be entitled to leave of absence with pay.

B. An Employee who serves as a witness or as a juror, and who receives a fee or mileage allowance shall not suffer the loss of such monies or have it offset against the Employee's salary account.

C. An Employee called to serve as a witness in a case which may involve or arise out of the Employee's outside employment or personal business or private affairs shall not be entitled to leave of absence with pay as provided in paragraph (A) above, provided that the Employee shall be entitled to use the Employee's annual vacation leave or elect to take leave without pay.

D. In the event that an Employee on the evening or midnight shift and/or work schedule other than Monday through Friday is required to serve on a jury, the Employer shall place such an Employee on the day shift if such a shift exists and/or on the Monday through Friday work schedule for the duration of the jury duty. The Union and the Employer agree that whenever such a change is made, adjustments in shift assignments and work schedules of all affected Employees including the Employee serving on jury duty shall not result in any claims for overtime except as provided for in Article 23,

B.1., B.2., and B.3.

### **ARTICLE 39 - TIME OFF FOR BLOOD DONATIONS**

Employees shall be granted a reasonable amount of time off with pay to donate blood to the Blood Bank.

### **ARTICLE 40 - KALAUPAPA TRAIL**

A. Employees 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 (1) of the following choices:

1. Three (3) round trips by air to topside (Molokai Airport) per month, or
2. One (1) hour travel pay for traveling down the trail once a week and one (1) hour travel pay for traveling up the trail once a week. Travel time will not be included as hours worked for the determination of total hours worked for overtime determination.

B. Employees covered under Paragraph A must declare their monthly choice to the Employer before the start of each month. In any month, if an Employee elects to travel by trail the Employee will not be able to enjoy the benefits of travel by air until the next month, or vice versa.

C. 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.

D. Whenever Employees are assigned to perform maintenance work on the Kalaupapa Trail, time spent in such work shall be deemed to be time worked and in addition will receive one (1) hour of travel pay.

E. Travel pay will be computed at the Employee's straight time pay.

### **ARTICLE 41 - TRAVEL**

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

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

1. If commercial lodging is utilized, the Employee shall be paid a travel allowance

pursuant to Paragraph D.

2. If commercial lodging is not available, such as in mountainous or other remote areas, the Employer shall provide cabins or tentage and needed camping supplies and equipment. At the Employee's option, the Employer shall also provide adequate stores of food or pay each Employee \$20 per day in lieu thereof.

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

1. Whenever Employees are required to travel on official business to mountainous or other remote areas where no commercial lodging is available, the Employer shall provide cabins, tentage, or shall arrange for lodging within available facilities, and shall provide adequate stores of food or pay each Employee \$20 per day in lieu thereof.

2. Notwithstanding the provisions of this paragraph, a mutual agreement may be arranged among Employees with the Employer to provide for per diem expenses pursuant to Paragraph D in lieu of this paragraph.

D. Intra-state travel.

1. When an Employee is required to travel on official business to another island the Employee shall be provided with a per diem of \$80 per 24-hour day.

2. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin thirty (30) minutes before the scheduled flight departure time and shall end upon the Employee's return to the Employee's home airport. This computation shall be applicable to all trips, except one-day trips (leaving and returning on the same day). In the case of one-day trips, commencing January 1, 1998, the Employee shall be entitled to a meal allowance of twenty dollars (\$20) in lieu of per diem. (Note: The January 1, 1998 effective date was subsequently changed to June 30, 1999 through a memorandum of agreement executed between the Employer and Union.)

3. When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

E. Out-of-state travel.

1. When Employees are required to travel on official business to areas outside the State of Hawaii, they shall be provided a per diem of \$130 per 24-hour day.

2. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin no later than 24 hours prior to the time the Employee is to be at work at the out-of-state destination. The Employee shall be scheduled to arrive at the out-of-state destination (applicable

airport) at least 10 hours before reporting for duty. The official travel time shall end upon the Employee's return to the Employee's home airport. All calculations will be based on Hawaiian Standard Time.

3. When an authorized leave is added before or after the official travel, the per diem amount shall be the same as that which would have been allowed if the authorized leave had not been taken.

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

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

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

G. Advanced per diem and reimbursements.

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

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

I. Mileage Reimbursement.

1. The term "vehicles" as used in this paragraph only applies to automobiles, trucks, vans, or buses.

2. Employees who are authorized to use their private vehicles to carry out their duties and responsibilities shall be reimbursed at the rate of thirty-seven cents (\$.37) for each mile traveled for business purposes.

3. Employees who are presently being provided automobile allowance for the

required use of their private vehicles in the performance of their official duties shall continue receiving such allowances, provided that the amount of the allowance may be modified through a separate memorandum of agreement mutually agreed to by the Union and the Employer concerned. However, allowances shall be terminated when the Employer no longer requires the Employees to use their private vehicles in the performance of their official duties.

4. Mileage reimbursement to and from home to work site shall be allowed for all call back work and for overtime work on scheduled days off and holidays, except for Employees whose normal work hours include the holiday.

## **ARTICLE 42 - OTHER LEAVES OF ABSENCE**

A. Leave Without Pay to Work at the State Legislature. With the approval of the chief executive, and upon request of a member of 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 a duration of no more than twelve months. The Employee shall have return rights as provided in paragraph I.

B. Leave Without Pay to Delay a Reduction-In-Force. A regular Employee may be granted a leave of absence without pay for no more than twelve 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 month period, the Employee shall be subject to Article 9, Layoff.

C. Leave Without Pay for Employees on Loan to Other Governments or for Government Programs Administered by Private or Public Agencies. Subject to the provisions of section 79-17, Hawaii Revised Statutes, a leave without pay may be granted a regular Employee so that the Employee may be employed by another government on a loan basis by contract. The leave without pay shall not exceed two years. The Employee shall have return rights as provided in paragraph I.

D. Leave Without Pay for Employees Serving Temporary Intergovernmental Assignments. Subject to the provisions of Chapter 83, Hawaii Revised Statutes, Employees on temporary intergovernmental assignments may be granted leaves without pay for up to two years. Upon request by the Employee and upon approval of the director of personnel services, or the director of civil service, or the administrative director of the courts, as applicable, the leave without pay may be extended up to an additional two years. The Employee shall have return rights as provided in paragraph I.

E. Educational Leave Without Pay. An appointing authority may grant a leave without pay to regular Employees for any of the following reasons:

1. To pursue a course of instruction which is related to the Employee's field of work;

2. To engage in research which has a beneficial effect on the skills or knowledges required in the Employee's field of work; or

3. To improve the Employee's ability and increase the Employee's fitness for public employment.

The duration of the educational leave without pay shall be for no more than twelve months. For good cause, as determined by the appointing authority, educational leave without pay may be extended an additional twelve months. The Employee shall have return rights as provided in paragraph I.

F. Industrial Injury Leave.

1. An Employee may be granted leave without pay not to exceed twelve months, provided the Employee is receiving workers' compensation wage loss replacement benefits.

2. An Employee may also be granted additional periods of leave without pay not to exceed twelve months per additional leave period, provided the Employee is receiving workers' compensation wage loss replacement benefits or provided the Employee's application for retirement is pending determination by the State retirement system.

G. Leave Without Pay to Work in Certain Appointive Positions.

1. An appointing authority may grant a leave without pay to a regular Employee to render services as a department head, agency head, deputy department head or as a secretary to a department head or a deputy department head.

2. The rights of an Employee who is released from the above appointments are as follows:

a. Upon completion of no more than four years of the leave without pay, reinstatement in the position in which the Employee last held a permanent appointment. In the event the Employee is retained beyond these four years for the transition to a new chief executive's term, but for not more than three months, the Employee shall retain the reinstatement right to the Employee's former civil service position.

b. Following more than four years of leave without pay, reinstatement to the Employee's former position if vacant or placement in a comparable vacant position.

c. Upon reinstatement in the former position or placement in another comparable position, compensation shall be as though the Employee had remained continuously in the position.

H. Other Leaves Without Pay. An appointing authority may grant regular or non-regular Employees leaves without pay for no more than twelve months, for any of the

following reasons:

1. To recuperate from physical or mental illnesses; provided, for leaves without pay of five days or more, an Employee shall submit a licensed physician's certificate to substantiate the fact that period of leave 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.

2. Death in the family.

3. To extend an annual vacation leave for travel, rest, or for recreation purposes.

4. To seek political office.

5. Personal business of an emergency nature.

6. Annual periods of temporary cessation of normal operation.

7. Child care.

8. Child adoption leave.

9. Care for an immediate family member (as defined in Article 37 - Funeral Leave) who is ill or injured.

10. Care for parents, spouse, children and/or grandparents who are unable to perform one or more Activities of Daily Living (ADL). Typical Activities of Daily Living include the following:

a. Mobility: Walking or wheeling any distance on a level surface.

b. Transferring: Moving between the bed and a chair or the bed and a wheelchair.

c. Dressing: Putting on and taking off all necessary items of clothing.

d. Toileting: Getting to and from the toilet, getting on and off the toilet, and associated personal hygiene.

e. Eating: All major tasks of getting food into the body.

f. Bathing: Getting into or out of a tub or shower and/or otherwise washing the parts of the body.

g. Continence: Controlling one's bladder and bowel functions.

l. Return Rights from a Leave Without Pay. Except as specifically provided

otherwise in this Article, Employees granted leaves without pay under this Article shall, upon condition of showing to the satisfaction of the appointing authority that the Employee has fulfilled the purpose of the Employee's leave, shall have the following rights:

1. A regular Employee, upon expiration of the Employee's leave shall be reinstated to the Employee's former position; provided, that if such position has been abolished during the period of such leave, the provisions of Article 9, Layoff shall be applicable.

2. A non-regular Employee, upon expiration of the Employee's leave shall have reinstatement rights to the Employee's former position, provided that the status and function of the position remained the same in the Employee's absence. In the event that the Employee cannot be reinstated, the Employee shall be terminated.

3. Failure of an Employee to return to duty at the expiration of the Employee's leave shall be deemed a resignation; provided that if within fifteen days of the expiration of the leave, the Employee furnishes satisfactory reasons to the appointing authority as to why the Employee was unable to return immediately after the expiration of the leave, the Employee shall be entitled to such rights as the Employee had at the expiration of the leave. In the event the appointing authority does not accept the reasons, the issue of the reasonableness of the reasons shall be subject to the provisions of Article 11, Grievance Procedure.

#### J. Other Rights and Conditions.

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

2. An Employee who accepts employment, either in another position under civil service or in conflict with the purpose of the Employee's leave during the leave of absence, shall be deemed to have resigned from the Employee's position from which the leave was granted, effective the date of the appointment to the other position.

K. Unauthorized Leave. Any absence from work which does not meet the requirements for an authorized leave, with or without pay, shall be charged as unauthorized absence from work in lieu of a suspension at the discretion of the appointing authority. Any period of unauthorized absence from work shall not be considered as service rendered.

#### L. Leave Pending Investigation of Charges.

1. Whenever an investigation of charges against an Employee is pending and the Employee's presence at the work site is deemed by the Employer to be detrimental to the proper conduct of the investigation or the operations of the work place, the Employee may be placed on a leave of absence without pay pending investigation subject to the following:

a. The Union and the Employee who is placed on the leave without pay pending an investigation shall be given written notice within forty-eight hours after such action is taken. The written notice shall provide an explanation, including available facts, on why the Employee's presence at the work site is deemed by the Employer to be detrimental to the proper conduct of the investigation or the operations of the work place and the effective

date of the leave of absence without pay pending an investigation.

b. The period of leave of absence without pay pending an investigation shall be for such length of time as may be necessary to conclude the investigation, but not exceeding thirty days. In the event the investigation exceeds thirty days, the appointing authority may exercise its options provided in subparagraph L 2.

c. If the Employee who has been placed on leave of absence without pay pending investigation is cleared of all charges or if the charges are dropped or not substantiated, the Employee 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 an investigation.

d. Disciplinary or discharge action resulting from an investigation of charges.

1) In the event a suspension is warranted, the Employer may consider any portion of the period of the leave of absence without pay pending an investigation towards fulfilling, in whole or in part, the disciplinary action considered appropriate by the Employer. The Employee shall be reinstated without loss of pay and benefits for any portion of the period of the leave of absence without pay which has not been considered towards fulfilling the disciplinary action.

2) In the event a discharge is warranted, the Employee shall not be granted any back pay or restored with any rights and benefits for the period of the leave of absence without pay pending an investigation.

2. Notwithstanding the foregoing, whenever an investigation of charges against an Employee is pending, the Employer shall have the discretion to:

- a. retain the Employee in active duty status;
- b. place the Employee on leave of absence with pay;
- c. return the Employee to active duty status from leave without pay pending an investigation; or,
- d. reassign the Employee to another work unit or area and in the same or different capacity.

The action shall be for the length of time as may be necessary to conclude the investigation.

## **ARTICLE 43 - LEAVE FOR INDUSTRIAL INJURY**

A. Whenever 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, receives personal injury arising out of the unusually hazardous conditions and in the performance of the Employee's duty, the Employee shall be placed on accidental injury leave unless suspended or dismissed for cause, and continued on the payroll of the Employee's respective department at the Employee's full regular monthly salary during the first four (4) months of the Employee's disability and thereafter during the period of the Employee's total disability from work at sixty percent (60%) of the Employee's regular monthly salary, as though the Employee did not sustain an industrial injury. The Employee shall be entitled to all rights and remedies allowed under Chapter 386, Hawaii Revised Statutes, as amended, provided that any salary paid under this section shall be applied on account of any compensation allowed the Employee under Chapter 386, Hawaii Revised Statutes, as amended or any benefits awarded the Employee under Part III of Chapter 88, Hawaii Revised Statutes, as amended.

B. No accidental injury leave shall be granted for an injury incurred by an Employee by the Employee's wilful intention to injure oneself or another or by the Employee's intoxication.

## **ARTICLE 44 - MILITARY LEAVE**

### **A. Military Leave With Pay.**

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

2. If an Employee 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, the Employee may elect to use up to fifteen (15) working days of the succeeding calendar year; provided that the Employee's entitlement to the working days advanced shall be canceled from the succeeding calendar year, and the Employee shall so agree in writing. The Employee who is advanced leave shall be required to reimburse the Employer an amount equivalent to the days advanced in the event the Employee leaves government employment prior to completion of a year's service in the succeeding year from which leave was advanced, except in the case of death of the Employee.

### **B. Military Leave Without Pay.**

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

- a. Employees serving initial probational appointments.
- b. Regular Employees serving permanent or new probational appointments.
- c. Regular Employees serving temporary appointments and who have not forfeited their rights to the position in which they last held permanent appointment.
- d. Exempt Employees serving other than temporary appointments.

2. The duration of the military leave without pay shall be for no more than five (5) years.

3. 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.

4. Replacements for Employees on military leave without pay.

a. In filling a position which became vacant by military leave without pay, the appointing authority 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.

b. 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 former Employee returning to government employment. Replacement Employees with regular status shall be returned to their former positions or other comparable positions deemed appropriate by the director of personnel services. In the event there are no such positions, the replacement Employees shall be subject to Article 9, Layoff.

## **ARTICLE 45 - SCHOOL FOOD SERVICE MANAGER**

A. A committee consisting of School Food Service Managers from each school district, the Union, and representatives from the Department of Education shall, immediately upon signing of this contract, meet for the purpose of recommending changes to the existing handbook for School Lunch Services.

B. All School Food Service Managers shall be on duty six (6) working days prior to the reporting date of students and two (2) working days after the last scheduled day for teachers. School Food Service Managers shall be paid but not required to report to work on the day between semesters.

All School Food Service Managers shall be compensated, when requested, for any work they perform during their vacations at their hourly rate of pay for each hour of work performed in addition to their vacation pay.

C. Beginning with the 1998-1999 school year, all School Food Service Managers shall receive a Salary Differential for the seven (7) additional days added to the school year. The Salary Differential shall be determined by multiplying an Employee's existing daily rate of pay by seven (7) days. The Salary Differential shall be prorated over a twelve (12) month period effective at the start of the school year.

D. All School Food Service Managers shall have free lunch.

E. School Food Service Managers shall have the right to make recommendations for the selection of their permanent subordinates which shall be considered by the appointing authorities in selection of their staff members. Substitutes may be appointed by the School Food Service Managers from a list supplied by the Department.

F. Where funds and positions are available, Cafeteria Helpers shall be employed by November 15, after the official calculation of lunch counts and supplementary sales where the need for additional help is demonstrated.

G. The Employer shall grant three (3) days personal leave per calendar school year with pay to School Food Service Managers. Such personal leave shall be granted only upon application for business that can only be transacted during the normal work hours of the School Food Service Managers and shall be charged to sick leave.

H. A School Food Service Manager who has been downgraded due to class formula shall be given lateral transfer privileges in the higher grade.

I. Notwithstanding the provisions of Article 35, Vacation Leave, and Article 36, Sick Leave, the policies and practices regarding vacation and sick leave for School Food Service Managers which were in effect on the execution date of this Agreement shall remain in effect for the duration of this Agreement except as modified in this Article.

#### **ARTICLE 46 - WORK SCHEDULES**

The present practices and policies concerning work schedules for Refuse Collection Foremen of the Employer shall remain in effect. It is understood that the Employer retains the flexibility to change such work schedules consistent with operational needs and existing policy.

#### **ARTICLE 47 - NO STRIKE OR LOCKOUT**

A. The Union agrees that during the life of this Agreement the Union, its agents or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage,

slow down, sickout, refusal to work, picketing or strike against the Employer.

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

C. Any violation of this Article by the Union or the Employer shall not be subject to Article 11, Grievance Procedure, and either party may pursue such legal remedies as provided by law.

D. Disciplinary action taken against an Employee for violation of this Article shall be subject to Article 11, Grievance Procedure.

### ARTICLE 48 - PARKING

A. Parking Rates.

1. This paragraph shall apply only to Employees under the following conditions:

a. The Employee is required to provide a personal vehicle for work purposes as a condition of employment as determined by the Employer; and

b. The Employee parks at a parking facility under the jurisdiction of the State Department of Accounting and General Services or the City and County of Honolulu Building Department.

2. Parking rates for Employees covered by this paragraph shall be as follows:

#### STATE OF HAWAII

##### Island of Oahu

Covered Parking	\$12.50/month
Uncovered Parking	7.50/month

##### Neighbor Islands

Covered Parking	\$ 7.50/month
Uncovered Parking	5.00/month

#### CITY AND COUNTY OF HONOLULU

All Parking	\$ 7.50/month
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B. It is understood and agreed that Employees who are required to provide a personal automobile as a condition of employment and who are parking in commercial parking facilities shall be offered a parking assignment in a DAGS or City Building Department

facility, as applicable, and as space becomes available. Until such time that the Employer can offer such parking assignment, the Employer agrees to reimburse each Employee a monthly sum as follows:

STATE OF HAWAII

Island of Oahu

Covered Parking	\$12.50/month
Uncovered Parking	7.50/month

Neighbor Islands

Covered Parking	\$ 7.50/month
Uncovered Parking	5.00/month

CITY AND COUNTY OF HONOLULU

All Parking	\$ 7.50/month
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Any Employee who declines an offer to park in a DAGS or City Building Department facility shall not be entitled to the reimbursement.

C. It is further understood and agreed that Employees who are required to provide a personal automobile as a condition of employment and who presently are not charged for parking shall continue to receive free parking, unless their conditions of employment are changed.

**ARTICLE 49 - MISCELLANEOUS**

A. The Employer agrees to furnish a copy of the Agreement together with any letter which may be furnished by the Union outlining its collective bargaining services and membership information to all new Employees of the bargaining unit.

B. The Employer shall either reimburse Employees for the reasonable value, or pay for the actual cost of repair, of personal clothing, prescription glasses, and watches which are maliciously damaged or destroyed by another person or animal while the Employee is acting in the discharge of the Employee's duties and without negligence.

The Employer's liability shall be limited to fifty dollars (\$50) for watches.

C. The Employer shall provide the Union upon request, not more than twice each year, lists showing the names of all Employees, their classification titles, their department, and the most recent dates of continuous hire in the jurisdiction.



## **ARTICLE 50 - SALARIES**

A. The salary schedule in effect on June 30, 1997 shall be designated as Exhibit A and shall continue under this Agreement until it is amended.

B. Subject to the approval of the respective legislative bodies, eligible Employees shall receive step movements effective July 1, 1997 through June 30, 1999 in accordance with Paragraph O of Article 14, Compensation Adjustments. Eligible Employees shall receive step movements on the salary schedule effective at the time they become eligible for step movements.

C. Subject to the approval of the respective legislative bodies and effective January 1, 1998, the salary schedule designated as Exhibit A shall be amended to reflect a two and forty-nine one hundredths percent (2.49%) increase and such schedule shall be redesignated as Exhibit B.

Any Employee compensated at any step in the salary schedule designated as Exhibit A, shall be assigned to the corresponding step of the Employee's pay range in the salary schedule redesignated as Exhibit B; provided that any Employee who is receiving a compression differential shall be entitled to retain such differential, subject to the conditions in the Model Conversion Plan.

D. Subject to the approval of the respective legislative bodies and effective July 1, 1998, the salary schedule designated as Exhibit B shall be amended to reflect a two and one-half percent (2.50%) increase and such schedule shall be redesignated as Exhibit C.

Any Employee compensated at any step in the salary schedule designated as Exhibit B, shall be assigned to the corresponding step of the Employee's pay range in the salary schedule redesignated as Exhibit C; provided that any Employee who is receiving a compression differential shall be entitled to retain such differential, subject to the conditions in the Model Conversion Plan.

## **ARTICLE 51 - HEALTH FUND**

Subject to the applicable provisions of Chapter 87, HRS, as amended, the Employer shall pay the following monthly contributions to the Hawaii Public Employees Health Fund effective July 1, 1997:

A. Sixty percent (60%) of the monthly premium for the Health Fund's medical plan for each employee-beneficiary or for each employee-beneficiary with a dependent-beneficiary enrolled in a health benefits plan covering medical, hospital and surgical benefits only.

B. Sixty percent (60%) of the monthly premium for the Health Fund's adult dental plan for each employee-beneficiary or for each employee-beneficiary with a spouse enrolled in the adult dental plan.

C. Sixty percent (60%) of the monthly premium for the Health Fund's prescription drug plan for each employee-beneficiary or for each employee-beneficiary with a dependent-beneficiary enrolled in the prescription drug plan.

D. Sixty percent (60%) of the monthly premium for the Health Fund's vision care plan for each employee-beneficiary or for each employee-beneficiary with a dependent-beneficiary enrolled in the vision care plan.

E. One hundred percent (100%) of the monthly premium for the Health Fund's children's dental plan for each child of an employee-beneficiary who has not attained the age of nineteen (19) and who is enrolled in the children's dental plan.

F. One hundred percent (100%) of the monthly premium for the Health Fund's group life insurance plan for each employee-beneficiary enrolled in the group life insurance plan.

For the purposes of this Article only, the following definitions and formula shall apply:

A. "Monthly premium" - the total amount of insurance premium for an active employee by type of enrollment payable on a monthly basis to the insurance carrier under a contract with the Hawaii Public Employees Health Fund.

B. "Health Fund's medical plan or adult dental plan or prescription drug plan or vision care plan or children's dental plan or group life insurance plan" - shall be that employee benefit plan as determined by the Health Fund's Board of Trustees with the largest number of active employee enrollments as of December 31 of the previous fiscal year.

C. Whenever the Employer's monthly contribution to the Hawaii Public Employees Health 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 down to the next even amount, 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)

#### **ARTICLE 52 - ENTIRETY CLAUSE**

The Employer and the Union agree that the terms and provisions herein contained constitute the entire Agreement between the parties and supersede all previous communications, representations or agreement, either verbal or written, between the parties hereto with respect to the subject matter herein. The Employer and the Union agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item during the life of this Agreement, except as provided in Article 53, Duration, or by mutual consent.

#### **ARTICLE 53 - DURATION**

This Agreement shall become effective as of July 1, 1997, and shall remain in effect to and including June 30, 1999. It shall be renewed thereafter with respect to the subject matter covered, in accordance with statutes unless either party gives written notice to the other party of its desire to amend, modify or terminate the Agreement, and such written notice is given no later than August 31, 1998. The notice shall include in writing the specific proposals of the notifying party. When any such notice is given, negotiations for a new Agreement shall commence on or about September 1, 1998 following the giving of the notice.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement.

STATE OF HAWAII

By: Benjamin J. Cayetano

Its: Governor

Davis Yogi

Mike McCartney

Neal Miyahira

HAWAII GOVERNMENT EMPLOYEES  
ASSOCIATION, AFSCME LOCAL 152,  
AFL-CIO

By: Russell K. Okata

Its: Executive Director

Melvin Fong, Chair

Donald Abdul

Steve Criss

Ken Morikawa

Carolyn Yoshioka

CITY AND COUNTY OF HONOLULU

By: Jeremy Harris

Its: Mayor

Sandra Ebesu

COUNTY OF HAWAII

By: Stephen Yamashiro

Its: Mayor

Michael Ben

COUNTY OF MAUI

By: James Apana

Its: Mayor

Raymond Kokubun

COUNTY OF KAUAI

By: Maryanne Kusaka

Its: Mayor

Allan Tanigawa