




STATE OF HAWAII
DEPARTMENT OF EDUCATION
P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

November 19, 2020

TO: The Honorable Dwight Takeno
Chairperson, Human Resources Committee

FROM: Dr. Christina M. Kishimoto
Superintendent 

SUBJECT: **Committee Action on Compensation Adjustments for Department of Education Employees Excluded from Bargaining Units 3 and 13**

1. DESCRIPTION

Hawaii Revised Statutes, Chapter 89C, allows for the "appropriate authority" to adjust the wages and benefits of its employees who are excluded from collective bargaining. Such employees are entitled to adjustments that are "not less than" those of their included counterparts.

The Board of Education (Board) is the statutory "appropriate authority" for the Department of Education (Department) employees. Accordingly, the Department seeks approval of the adjustments reflected in Attachment 1 and the attached Tentative Agreements for the respective employee groups effective July 1, 2019.

The period covered by the recommendation is the same as the period which was negotiated for the relevant groups of represented employees. Therefore, the recommended adjustments for employees excluded from the Hawaii Government Employees Association (HGEA) bargaining units 03 and 13 employees are for the two-year period from July 1, 2019 through June 30, 2021.

2. BACKGROUND

The HGEA collective bargaining agreements covering the Department's employees in bargaining units 03 and 13 expired on June 30, 2019.

On September 15, 2020, Act 048, SLH 2020, the funding vehicles for the new Tentative Agreements retroactively became effective July 1, 2019.

For employees included in the HGEA units, the terms include adjustments to salaries and other negotiated provisions in the Tentative Agreements attached.

Previous action of the Board on the same or similar matters occurred on June 20, 2017, the Board approved adjustments for these excluded employees for the period July 1, 2017 through June 30, 2019. The authorized adjustments were consistent with the negotiated adjustments for the related bargaining unit employees.

3. FINANCIAL IMPLICATIONS

Funding for the recommended adjustments has been included in the collective bargaining appropriation. There are 177 excluded and exempt employees in the Department that will be impacted with the adjustments to their salary.

4. RECOMMENDATION

The Department is recommending the Board to approve the compensation adjustments for employees excluded from HGEA bargaining units 03 and 13. Upon approval, the Department will process the adjustments to salaries as outlined in the revised contract provisions as were negotiated for the included counterparts, as reflected in the attachments.

CMK:cac

Attachments: Attachment 1: Adjustment to Wages for Employees Excluded from Bargaining Units 03 and 13, Coded as Bargaining Units 63, 73, or 93
Attachment 2: BU03 Tentative Agreement
Attachment 3: BU13 Tentative Agreement

**Adjustment to Wages for Employees
Excluded from Bargaining Units 3 and 13,
Coded as Bargaining Units 63, 73, or 93**

Pursuant to the authority of Chapter 89C, Hawaii Revised Statutes, the following salary, and benefit adjustments shall be implemented for Department of Education (Department) employees excluded from Bargaining Units (BU) 3 and 13 and coded as BUs 63, 73, or 93.

I. Employees excluded from BU 3, coded as BU 63

Effective July 1, 2019 through June 30, 2021, the following salary adjustments shall be implemented for employees excluded from BU 3 and coded as BU 63 in the Department:

A. Effective July 1, 2019:

1. Employees who were employed as of June 30, 2019, shall receive a lump sum payment of two thousand eight hundred dollars (\$2,800), provided that employees who are less than full-time shall receive a prorated amount of this lump sum payment.

B. Effective July 1, 2020:

1. Employees on Step B to Step L as of June 30, 2020, shall be placed on the next step of the corresponding pay range.
2. Thereafter, Step B shall be deleted from the salary schedule.
3. Employees not administratively assigned to the salary schedule shall receive a lump sum payment equal to four percent (4%) of the employee's annual basic rate of pay as of June 30, 2020.

C. Effective January 1, 2021:

1. All employees shall receive a three and forty-six one-hundredths percent (3.46%) salary increase.
2. Employees not administratively assigned to the salary schedule shall receive a three and forty-six one-hundredths percent (3.46%) salary increase.

II. Employees excluded from BU 13, coded as BU 73 or 93

Effective July 1, 2019 through June 30, 2021, the following salary adjustments shall be implemented for employees excluded from BU 13 and coded as BU 73 or 93 in the Department:

A. Effective July 1, 2019

1. Eligible employees shall be entitled to step movements on their respective step movement dates.
2. Employees who were employed as of June 30, 2019, and will not be eligible for a step movement during the contract period or are not administratively assigned to the salary schedule shall receive a lump sum payment of seven hundred fifty dollars (\$750), provided that Employees who are less than full-time shall receive a prorated amount on July 1, 2019.

3. All employees shall receive a two and fifteen one-hundredths percent (2.15%) salary increase.

B. Effective July 1, 2020

1. Eligible employees shall be entitled to step movements on their respective step movement dates.
2. Employees who were employed as of June 30, 2019, and will not be eligible for a step movement during the contract period or are not administratively assigned to the salary schedule shall receive a lump sum payment of seven hundred fifty dollars (\$750), provided that employees who are less than full-time shall receive a prorated amount on July 1, 2020.
3. All employees shall receive a two and three one-hundredths percent (2.03%) salary increase.

Bargaining Unit 03
TENTATIVE AGREEMENT
Employer RTW
Union RP
Date 4/12/19

ARTICLE 54

HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

Delete the existing language in this Article in its entirety and replace with the following:

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

B. Effective July 1, 2019

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of any Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2019, not to exceed the monthly contribution amounts as specified below:

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

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
a. <u>Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$380.50</u>
b. <u>Dental</u>	<u>\$ 20.78</u>
c. <u>Vision</u>	<u>\$ 3.52</u>
d. <u>Dual coverage (medical, drug & chiro)</u>	<u>\$ 19.70</u>

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is

chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

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

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$923.72</u>
<u>b. Dental</u>	<u>\$ 41.56</u>
<u>c. Vision</u>	<u>\$ 6.54</u>
<u>d. Dual coverage (medical, drug & chiro)</u>	<u>\$ 41.16</u>

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

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

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$1,177.36</u>
<u>b. Dental</u>	<u>\$ 68.38</u>
<u>c. Vision</u>	<u>\$ 8.56</u>
<u>d. Dual coverage (medical, drug & chiro)</u>	<u>\$ 45.22</u>

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

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

C. Effective July 1, 2020

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, effective July 1, 2020 for plan year 2020-2021, with the exception of items C1a., C2a., C3a., and C4., which shall be the dollar amounts noted, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus sixty percent (60%) of any administrative fees.

1. The amounts paid by the Employer shall be based on the plan year 2020-2021 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical, drug, & chiro) \$420.50
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug & chiro)

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

2. The amounts paid by the Employer shall be based on the plan year 2020-2021 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical, drug, & chiro) \$1,021.72
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug & chiro)

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

3. The amounts paid by the Employer shall be based on the plan year 2020-2021 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (medical, drug, & chiro) \$1,302.36
- b. Dental
- c. Vision

1 d. Dual coverage (medical, drug & chiro)

2
3 The Employer shall pay the same monthly contribution for each member
4 enrolled in a family medical plan (PPO or HMO), regardless of which plan is
5 chosen; provided that the dollar amount contributed by the Employer shall not
6 cause the employer share to exceed 84.3% of the total premium.

7
8 4. For each Employee-Beneficiary enrolled in the Trust Fund group life
9 insurance plan, the Employer shall pay \$4.12 per month which reflects one
10 hundred percent (100%) of the monthly premium and any administrative fees.

11
12 D. No later than three (3) weeks after the Trust Fund Board formally
13 establishes and adopts the final premium rates for Fiscal Year 2020-2021, the
14 Office of Collective Bargaining shall distribute the final calculation of the
15 Employers' monthly contribution amounts for each health benefit plan.

16
17 E. Payment for Plans Eliminated or Abolished. The Employer shall make
18 no payments for any and all premiums for any portion or part of a Trust Fund
19 health benefit plan that the Trust Fund Board eliminates or abolishes.

20
21 F. Rounding Employer's Monthly Contribution. Whenever the Employer's
22 monthly contribution (premium plus administrative fee) to the Trust Fund is less
23 than one hundred percent (100%) of the monthly premium amount, such monthly
24 contribution shall be rounded to the nearest cent as provided below:

25
26 1. When rounding to the nearest cent results in an even amount,
27 such even amount shall be the Employer's monthly contribution. For example:
28

1 (a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)

2 (b) \$11.382 = \$11.38 = \$11.38 (Employer's monthly contribution)

3
4 2. When rounding to the nearest cent results in an odd amount,
5 round to the lower even cent, and such even amount shall be the Employer's
6 monthly contribution. For example:

7
8 (a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)

9 (b) \$11.386 = \$11.39 = \$11.38 (Employer's monthly contribution)

10
11 All employer contributions effective July 1, 2019 and contributions for
12 items C.1a., C.2a., and C.3a., effective July 1, 2020 reflect the rounding described
13 in item F. Employer contributions effective July 1, 2020 for items C.1 b, c, d; C.2
14 b, c, d; and C.3 b, c, d shall be rounded as described in item F. after the Trust
15 Fund Board formally establishes and adopts the final premium rates for Fiscal
16 Year 2020-2021.

17
18 G. If an agreement covering periods beyond the term of this Agreement is
19 not executed by June 30, 2021, Employer contributions to the Trust Fund shall be
20 the same monthly contribution amounts paid in plan year 2020-2021 for the
21 Health Benefit Plan approved by the Trust Fund including any monthly
22 administrative fees.

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

Bargaining Unit 3
 TENTATIVE AGREEMENT
 Union RP
 Employer R/W
 Date 9/10/20

ARTICLE 14 - COMPENSATION ADJUSTMENT

A. General Provisions.

1. For purpose of clarification, the provisions of this Article shall not be applicable where an Employee moves from one (1) 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[salary] range and step an Employee is receiving as compensation. For an Employee whose position is not assigned to the pay[salary] range, "basic rate of pay" shall mean the actual rate of compensation an Employee is receiving as remuneration for services performed in a particular position, not including any differentials.

3. When the effective dates of more than one (1) personnel action coincide, pay adjustments shall be made in the following order:

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

4. A leave of absence without pay shall end upon the day before the first working day an Employee properly reports for duty, and an Employee shall be entitled

1 to receive compensation as of the first working day the Employee properly reports for
2 duty. Each calendar day from the beginning to the end of an Employee's leave of
3 absence without pay shall be charged as leave without pay provided that an Employee
4 who is granted a leave of absence without pay and who returns to duty after being
5 absent from work for only one (1) working day or less, shall be charged for one (1) day
6 of leave of absence without pay or less, as applicable, even though one (1) or more
7 scheduled or normal non-working days or a holiday may have preceded the Employee's
8 return to duty.

9
10 5. An Employee who leaves the service without having worked on all
11 scheduled working days for that month shall be compensated pursuant to the following
12 formula: Employee's monthly basic rate of pay plus TD, DD, CD, SD, RD, or SAD as
13 applicable x (number of days worked/number of working days in a month, including
14 holidays).

15
16 6. An Employee who suffers a disabling personal injury arising out of and in
17 the course of employment, except for an injury caused by the Employee's negligence,
18 willful intention to injure the Employee or others, or by the Employee's intoxication or
19 because of the influence of a non-prescribed controlled substance, shall be credited for
20 a full day's work on the day of the injury regardless of the time the Employee is injured.

21
22 7. An Employee who initially was properly compensated following a
23 promotion, the adoption of a new pay schedule, a temporary assignment, pricing or
24 repricing, or any other personnel action affecting pay, shall not be required to make
25 reimbursement when it is found subsequently that an overpayment in salary occurred
26 due to the retroactive feature of a position classification action. However, the proper
27 pay adjustment shall be made as of the first pay period following the date of notice of
28 action by the director.

29
30 8. Employees who are receiving a shortage differential shall have their
31 compensation adjusted by provisions contained in a separate supplemental agreement.

1
2 B. Compensation Adjustment Upon Promotion.

3
4 1. As used in this paragraph, "promotion" means the movement of a regular
5 Employee from the position in which the Employee last held a permanent appointment
6 to a vacant civil service position assigned to a class with a higher pay range in the
7 salary schedule.

8
9 2. A regular Employee who is promoted shall be compensated as follows:

10
11 a. For promotions involving a movement of three (3) or less pay
12 ranges, the Employee shall be compensated at the corresponding step in the
13 higher pay[salary] range.

14
15 b. For promotions involving a movement of more than three (3) pay
16 ranges, the Employee shall be compensated at the step in the higher
17 pay[salary] range which is equal to the rate for promotions involving three (3)
18 pay ranges. If such rate falls below the minimum step, the Employee shall be
19 compensated at the minimum step of the higher pay range.

20
21 3. Regular Employees who return to their permanent positions after a
22 promotion on a temporary appointment basis or are released from a new probational
23 appointment following a promotion shall be compensated as though they had remained
24 in their permanent positions continuously.

25
26 C. Compensation Adjustment Upon Demotion.

27
28 1. The following definitions shall be applicable to this paragraph:

29
30 a. "Demotion" means the movement of a regular Employee from the
31 position in which the Employee last held a permanent appointment to a vacant

1 civil service position assigned to a class with a lower pay range in the salary
2 schedule.

3
4 b. "Demotion due to a reorganization" means a demotion of an
5 Employee as a result of a reorganization action.

6
7 c. "Demotion to avoid layoff" means a demotion accepted by an
8 Employee to avoid being laid off.

9
10 d. "Disciplinary demotion" means a demotion action taken by the
11 appointing authority for disciplinary reasons.

12
13 e. "Involuntary demotion" means a demotion action taken by the
14 appointing authority due to the Employee's inability to perform the duties and
15 responsibilities of the Employee's position, or due to the Employee's failure to
16 meet qualification requirements for the position.

17
18 f. "Non-service connected disability demotion" means the movement
19 of an Employee to a vacant civil service position assigned to a class with a lower
20 pay range in the salary schedule, due to a disability sustained by the Employee
21 other than while performing the duties and responsibilities of the Employee's
22 position.

23
24 g. "Service connected disability demotion" means the movement of a
25 regular Employee or an Employee serving an initial probationary period to a
26 vacant civil service position assigned to a class with a lower pay range in the
27 salary schedule, due to a disability sustained by the Employee while performing
28 the duties and responsibilities of the Employee's position.

29
30 h. "Voluntary demotion" means a demotion requested by an
31 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 pay[salary] range or any lower step in the lower pay[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.

a. Prior to July 1, 2020, [A]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:

1)[a:] If the Employee's basic rate of pay falls between two (2) steps in the lower pay range, the Employee shall be compensated at the step in the lower pay range whose rate is immediately below the Employee's basic rate of pay and shall be entitled to a temporary differential.

2)[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.

b. Effective July 1, 2020, 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 be compensated as follows:

1) For demotions involving a movement of three (3) or less pay ranges, the Employee shall be compensated at the corresponding step in the lower pay range and shall be entitled to a demotion differential (DD).

2) For demotions involving a movement of more than three (3) pay ranges, the Employee shall be compensated at the step in the lower pay range which is equal to the rate for voluntary demotion involving three (3) pay ranges and shall be entitled to a DD. If the rate for voluntary demotion involving three (3) pay ranges falls above the maximum step in the lower pay range, the Employee shall be compensated at the maximum step of the lower pay range and shall be entitled to a DD.

4. Non-Service Connected Disability Demotion.

a. Prior to July 1, 2020, [A]an Employee who receives a non-service connected disability demotion shall be compensated as provided below:

1)[a-] A regular Employee who has fifteen (15) 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:

a)[1)] If the Employee's basic rate of pay falls between two (2) steps in the lower pay range, the Employee shall be compensated at the step in the lower pay range whose rate is

immediately below the Employee's basic rate of pay and shall be entitled to a temporary differential.

b)[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.

2)[b-] A regular Employee with at least five (5) years but less than fifteen (15) 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

a)[4] If the Employee's basic rate of pay falls between two (2) steps in the lower pay range, the Employee shall be compensated at the step in the lower pay range whose rate is

1 immediately below the Employee's basic rate of pay and shall be
2 entitled to a temporary differential.

3
4 **b)[2]** If the Employee's basic rate of pay falls above the
5 maximum step in the lower pay range, the Employee shall be
6 compensated at the maximum step and shall be entitled to a
7 temporary differential.

8
9 **3)[e-]** The basic rate of pay of a regular Employee with less than
10 five (5) years of continuous service in the civil service of the Employee's
11 governmental jurisdiction, or a regular Employee whose retention period
12 as prescribed in clause b., has expired, shall be adjusted in the manner of
13 adjustments for service connected disability demotion, provided the
14 Employee shall not be entitled to temporary differential.

15
16 **b. Effective July 1, 2020, compensation adjustment for a non-**
17 **service connected disability demotion shall be in the manner prescribed in**
18 **paragraph C.3.b.**

19
20 **5. Voluntary Demotion.**

21
22 **a.** A regular Employee who accepts a voluntary demotion shall be
23 compensated as follows:

24
25 **1)** For voluntary demotions involving a movement of three (3)
26 or less pay ranges, the Employee shall be compensated at the
27 corresponding step in the lower pay range.

28
29 **2)** For voluntary demotions involving a movement of more than
30 three (3) pay ranges, the Employee shall be compensated at the step in
31 the lower pay range which is equal to the rate for voluntary demotions

1 involving three (3) pay ranges. If such rate falls above the maximum step
2 in the lower pay range, the Employee shall be compensated at the
3 maximum step of the lower pay range.
4

5 b. Upon return to the position in which an Employee last held a
6 permanent appointment, a regular Employee who is demoted on a temporary
7 appointment basis or who is released from a new probational appointment
8 following a demotion shall be compensated as though the Employee had
9 remained in the former position continuously.
10

11 D. Compensation Adjustment Upon Transfer.
12

13 1. "Transfer" means the movement of a regular Employee from the position
14 in which the Employee last held a permanent appointment to a vacant civil service
15 position which is in the same class or in a different class assigned to the same pay
16 range in the salary schedule.
17

18 2. A regular Employee who is transferred shall continue at the same basic
19 rate of pay.
20

21 E. Compensation Adjustment Upon Reallocation.
22

23 1. The following definitions shall be applicable to this paragraph:
24

25 a. "Reallocation downward" means the reallocation of a position to a
26 class assigned to a lower pay range in the salary schedule.
27

28 b. "Reallocation upward" means the reallocation of a position to a
29 class assigned to a higher pay range in the salary schedule.
30

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.

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

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 above the first step may be

1 compensated at a rate determined by the Employer upon their appointment from the
2 open competitive list; provided that the amount the Employee will receive is not less
3 than the amount the Employee would have received if the Employees were
4 compensated in accordance with the applicable paragraph.

5
6 H. Compensation for Temporary Assignment Performed.

7
8 Compensation for temporary assignment shall be as follows:

9
10 1. Except as provided in subparagraph 6., the basic rate of an Employee
11 who performs temporary assignment involving a position assigned to a class in a higher
12 pay range in the salary schedule shall be adjusted in the manner as adjustments for
13 promotion except that any temporary differential and/or demotion differential which
14 the Employee was receiving shall not be added to the basic rate of pay but shall be
15 retained by the Employee while performing the temporary assignment.

16
17 2. An Employee who performs a temporary assignment involving a position
18 assigned to the same or lower pay range in the salary schedule shall continue to be
19 compensated at the Employee's basic rate of pay prior to the temporary assignment.

20
21 3. Whenever a temporary assignment involves the assumption of duties and
22 responsibilities of an exempt position not assigned to a pay[salary] range (regardless
23 of whether the exempt position is within the bargaining unit or outside of the bargaining
24 unit), Employees will be compensated at the prescribed statutory rate of pay if such rate
25 is higher than the Employee's existing basic rate of pay. If there is no prescribed
26 statutory rate, the appointing authority may exercise discretion in setting compensation
27 for temporary assignment; provided, the compensation shall be no less than the
28 Employee's basic rate of pay.

29
30 4. Whenever a temporary assignment is made for an exempt Employee
31 whose position is not assigned to the salary schedule, and whose temporary

1 assignment involves the assumption of the significant duties and responsibilities of a
2 position assigned to a salary schedule outside of the bargaining unit, the following will
3 be used to determine whether the assignment is to a higher pay range:
4

5 The maximum rate for the class to which temporary assignment is made is higher
6 than the Employee's existing rate; provided, the dollar difference between the two (2) is
7 more than five percent (5%) of the Employee's existing basic rate of pay.
8

9 If the temporary assignment is to a position in a higher pay range, as determined
10 above, the Employee will be compensated at that step in the higher pay range which
11 exceeds the Employee's existing rate by five percent (5%). If there is no step in the
12 higher pay range which rate exceeds the Employee's basic rate of pay by at least five
13 percent (5%), the Employee shall be compensated at the maximum step in the higher
14 pay range or at the Employee's basic rate of compensation, whichever is greater.
15

16 If the temporary assignment does not involve a higher pay range as determined
17 above, the Employee shall be compensated pursuant to subparagraph 2.
18

19 5. Whenever a temporary assignment involves the assumption of the duties
20 and responsibilities of a position in the Excluded Managerial Compensation Plan
21 (EMCP), such assignment shall be compensated in accordance with the provisions that
22 are applicable to Excluded Managerial (EM) Employees.
23

24 If the temporary assignment does not involve a higher pay range as determined
25 above, the Employee shall be compensated pursuant to subparagraph 2.
26

27 6. Compensation adjustments shall not be provided for the following:
28

29 a. An Employee whose position includes assuming the duties and
30 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 and Demotion Differential Pay.

1. Temporary Differential Pay.

a.[4-] 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.

b.[2-] The TD pay shall not be considered part of an Employee's basic rate of pay.

c.[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.

d.[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.

2. Demotion Differential Pay.

1 a. An Employee may be eligible for demotion differential (DD) pay
2 as provided in this Article. The amount of DD pay shall be the difference
3 between the Employee's basic rate of pay prior to a demotion and the
4 Employee's new basic rate of pay.

5
6 b. The DD pay shall not be considered part of the Employee's
7 basic rate of pay.

8
9 c. When an Employee with DD pay is promoted, reallocated
10 upward, or repriced upward, the DD pay shall be reduced by an amount
11 equal to any adjustment in the Employee's basic rate of pay. When the
12 adjustment due to these actions is greater than or equal to the DD pay, the
13 DD pay shall be terminated.

14
15 d. When an Employee with DD pay receives a step movement, the
16 DD pay shall be continued except when the sum of the Employee's new
17 basic rate of pay and existing DD pay is greater than or equal to the
18 maximum of the Employee's pay range, the new DD pay shall equal the
19 greater of:

20
21 1) The maximum of the Employee's existing pay range
22 minus the Employee's new basic rate of pay; or

23
24 2) The sum of the Employee's existing basic rate of pay
25 and existing DD pay, minus the Employee's new basic rate of pay.

26
27 e. When an Employee with DD pay is demoted, transferred, or
28 reallocated to a class in the same or lower pay range, the DD pay shall be
29 continued in the new pay range.

30
31 J. Compensation Adjustment for Non-Regular Employees.

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

6
7 2. A non-regular Employee who is moved from the position in which the
8 Employee was serving a probational appointment to another position assigned to the
9 same pay[salary] range shall continue at the same basic rate of pay.

10
11 3. A non-regular Employee who is moved from the position in which the
12 Employee was serving a temporary appointment to another position in the same
13 pay[salary] range and salary schedule and in the same department shall continue at
14 the same basic rate of pay.

15
16 4. Non-regular Employees serving temporary appointments who are
17 converted to initial probational or permanent appointments in the same positions that
18 the Employees were serving temporary appointments will continue to receive the same
19 basic rate of pay they were receiving while serving temporary appointment.

20
21 5. The compensation of a non-regular Employee after a personnel
22 transaction other than as described in subparagraphs 2, 3, and 4, shall be at the initial
23 step of the pay[salary] range.

24
25 K. Compensation Adjustment for Exempt Employees Accepting Civil Service
26 Appointments, or Whose Exempt Positions are Converted to Civil Service Positions.

27
28 1. Exempt Employees who move to civil service positions or who are granted
29 civil service status pursuant to legislation shall not have the transaction considered as
30 promotions, transfers, or demotions. Such transactions shall be considered new

1 appointments and pay adjustments upon these new appointments shall be as
2 prescribed in this paragraph.

3
4 2. An exempt Employee who is granted civil service status pursuant to
5 legislation shall retain the basic rate of pay the Employee was receiving immediately
6 prior to being granted civil service status; provided:

7
8 a. If the Employee's rate of pay falls between two (2) steps in the
9 salary schedule, the Employee shall be compensated at the lower step.

10
11 b. If the Employee's rate of pay falls below the minimum step of the
12 salary schedule, the Employee shall be compensated at the minimum step.

13
14 c. If the Employee's rate of pay falls above the maximum step of the
15 salary schedule, the Employee shall be compensated at the maximum step.

16
17 3. Exempt Employees selected from an open competitive list to civil service
18 positions other than as described in subparagraph 1., shall be compensated at the initial
19 step of the pay[salary] range.

20
21 L. Compensation Adjustment for Employees Moving to Exempt
22 Appointments.

23
24 Movements of Employees to exempt positions shall not be classified as
25 promotions, transfers, or demotions, but shall be considered as new appointments and
26 compensation adjustments upon these new appointments shall be as follows:

27
28 1. The Employee shall be compensated at the prescribed statutory rate for
29 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 pay[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.

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

3
4 1. If the result of the intergovernmental movement is that the Employee
5 moves to a position assigned to a class with a higher pay range in the salary schedule
6 than the previous pay range, the Employee's compensation shall be adjusted in the
7 manner as adjustments for promotion.

8
9 2. If the result of the intergovernmental movement is that the Employee
10 moves to a position assigned to a class with the same pay range in the salary schedule
11 as the previous pay range, the Employee's compensation shall be adjusted in the
12 manner of adjustments for transfer.

13
14 3. If the result of the intergovernmental movement is that the Employee
15 moves to a position assigned to a class with a lower pay range in the salary schedule
16 than the previous pay range, the Employee's compensation shall be adjusted in the
17 manner as adjustments for voluntary demotion.

18
19 ~~O. — Step Movements.~~

20
21 ~~1. — All step movement costs under this paragraph shall be included in the~~
22 ~~costs of collective bargaining and submitted to the respective legislative bodies for~~
23 ~~approval at the appropriate time.~~

24
25 ~~2. — For purposes of this paragraph, wherever the terms "bargaining unit" or~~
26 ~~"bargaining unit 03" appear, it shall also include bargaining unit 04.~~

27
28 ~~3. — The following definitions shall be applicable to this paragraph:~~
29

a. ~~"Step movement" means the movement of an Employee to the next step within the same pay range which rate immediately exceeds the Employee's basic rate of pay.~~

b. ~~"Step movement date" means the date the Employee is to be granted a step movement after rendering the minimum number of years of creditable service.~~

4. ~~In determining creditable service for step movement, the following shall apply:~~

a. ~~"Service" means employment service on a step in any Employer jurisdiction in an existing or former position which is or has been included in bargaining unit 03 or which would have been included in bargaining unit 03 were it not excluded therefrom, provided there is no break in service.~~

b. ~~"Break in service," for purposes of this paragraph, means a separation from service or a movement out of the bargaining unit; provided that a new appointment within the bargaining unit on the next consecutive work day shall not constitute a break in service.~~

c. ~~Service throughout a work year shall be creditable for a step movement provided that the following shall be considered time not creditable:~~

1) ~~absences without pay, except as provided in subparagraph 4.d. below;~~

2) ~~absences due to suspension; or~~

3) ~~any period of substandard performance.~~

1 d. ~~— A period of authorized leave without pay for the following purposes~~
2 ~~shall be construed as creditable service;~~

3
4 1) ~~— to be on sabbatical leave;~~

5
6 2) ~~— to recuperate from an injury for which workers' compensation~~
7 ~~weekly payments are made, or~~

8
9 3) ~~— to be on military service where the President of the United~~
10 ~~States or the governor of the State has called the Employee to active duty.~~

11
12 5. ~~— Determining Step Movement Date.~~

13
14 a. ~~— Subject to adjustment for all periods of time not creditable as~~
15 ~~provided in subparagraph 4.c., the step movement date shall be determined as~~
16 ~~follows:~~

17
18 1) ~~— For Employees in the bargaining unit as of June 30, 1991,~~
19 ~~the step movement date shall be determined by the most recent date of~~
20 ~~hire.~~

21
22 2) ~~— For Employees who enter a position in the bargaining unit~~
23 ~~after June 30, 1991, the step movement date shall be determined by the~~
24 ~~date the Employee initially entered a position in the bargaining unit.~~

25
26 3) ~~— For Employees who re-enter a position in the bargaining unit~~
27 ~~after June 30, 1991, the step movement date shall be determined by the~~
28 ~~date the Employee re-entered a position in the bargaining unit.~~

b. ~~The Employee's step movement date determined under 5.a. shall not be adjusted upon movement to another position in the bargaining unit without a break in service, regardless of Employer jurisdiction.~~

6. ~~Eligibility for Step Movement.~~

a. ~~Any Employee who is at a step or rate below the maximum step of the pay range shall be eligible for and shall receive a step movement on the Employee's step movement date, provided the Employee has completed the minimum number of years of satisfactory creditable service required for advancement to the next higher step.~~

~~Effective July 1, 1995, the minimum number of years of satisfactory creditable service required for advancement to the next higher step shall be as specified in the following:~~

Existing	Minimum No. of Years of Creditable Service
Step	at Existing Step Before Movements to Next Step
A	1
B	1
C	2
D	3
E	3
F	3
G	3
H	3
I	3
J	3
K	3
L	3

~~b. — The Employee shall not be entitled to receive a step movement on a date earlier than the Employee's step movement date and any time earned in excess of the minimum time required for the step movement is voided upon movement to the next higher step in the same pay range.~~

~~7. — Effect of Personnel Actions.~~

~~a. — Promotion, Demotion, Reallocation or Repricing~~

~~Notwithstanding subparagraph 6. above, an Employee who is promoted, demoted or whose position is reallocated or repriced to another pay range shall be credited with time earned in the former pay range or pay ranges toward eligibility for a step movement in the new pay range.~~

~~b. — Transfer or Reallocation to a Class at Same Pay Range~~

~~An Employee who is transferred or whose position is reallocated to a class in the same pay range shall not lose time earned toward eligibility for a step movement increase.~~

~~c. — Return to Position Following Release from Limited Term, Provisional or New Probationary Appointment~~

~~An Employee who returns to the Employee's permanent position following release from a limited term, provisional or new probationary appointment, whether from a position within the bargaining unit or from a position outside the bargaining unit, shall be credited with service rendered as though the Employee had remained in the former position continuously.~~

~~8. — Crediting Service Applicable for Step Movement Beginning July 1, 1993.~~

1 a. ~~For Employees in the bargaining unit as of June 30, 1991, time~~
2 ~~earned toward eligibility for a step movement under this paragraph shall begin~~
3 ~~with service rendered as of July 1, 1991.~~

4
5 b. ~~For Employees who entered the bargaining unit on or after July 1,~~
6 ~~1991, time earned toward eligibility for a step movement under this paragraph~~
7 ~~shall begin with service rendered from the date the Employee entered the~~
8 ~~bargaining unit.~~

9
10 c. ~~For the period July 1, 1991 to June 30, 1993, the maximum service~~
11 ~~time eligible to be earned under this subparagraph shall be twenty-four (24)~~
12 ~~months. This service time shall only be creditable for one step movement.~~

13
14 d. ~~Step movements under this paragraph shall take place no earlier~~
15 ~~than July 1, 1993.~~

16
17 O.[P.] Other Compensation Adjustments.

18
19 Compensation adjustments not expressly provided for by this Agreement but
20 necessitated by authorized personnel movements or situations shall be made by the
21 chief personnel or human resources executive, as applicable; provided that consultation
22 shall take place with the Union prior to effecting any adjustments under this paragraph.

23
Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

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Union RP
Date 9/10/20

ARTICLE 24 – TIME OFF FOR OVERTIME WORKED

A. 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.

B. Effective July 1, 2020, whenever a non-shift employee works at least sixteen (16) 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.

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ARTICLE 26 - STANDBY PAY

A. An Employee shall be deemed to be on standby duty when 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.]~~

1. 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.

2. Effective July 1, 2020, A.1. above shall be replaced with the following: The Employee shall be paid an additional amount equal to twenty-five percent (25%) of the Employee's daily rate for each portion of standby work to which the Employee is assigned during the calendar day. Payment for standby work shall be for a maximum of two "portions" of standby work per calendar day. An Employee who is called back to work during standby duty on a day off shall not receive an additional portion of standby duty as a result of being called back to work. A call back to work does not create additional portions of standby duty.

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.

1 C. The Union and Employer agree that the Employer may provide pagers
2 and/or cellular telephones for the Employee's convenience in responding to calls from
3 work. Employees who are provided pagers and/or cellular telephones in lieu of
4 remaining at home for the purpose of responding to calls for immediate service shall be
5 entitled to standby pay after the Employee's normal hours of work, on the Employee's
6 scheduled day off or on holidays with the following conditions:

7
8 1. The Employee has written authorization by the Employer that the
9 Employee is on standby duty.

10
11 2. The Employee shall respond to a call for immediate service within the
12 same period as if the Employee remained at home.

13
14 3. The Employee remains in a geographic location where the Employee can
15 receive a pager or cellular call and responds to a call for immediate service.

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Email: ryker.wada@hawaii.gov

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ARTICLE 36 - SICK LEAVE

A. Earning of Sick Leave.

1. All Employees shall earn sick leave at the rate of fourteen (14) hours 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 Straight Time Hours of Service	Working Hours of Leave
For 0 to 31	0
For 32 to 55	4
For 56 to 79	6
For 80 to 103	8
For 104 to 127	10
For 128 to 151	12
For 152 or more	14

The term "actual straight time hours 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 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 Employee;

d. During any period of unauthorized leave;

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

f. During any period of leave with pay pending investigation if the Employee:

- 1) is subsequently discharged/dismissed;
- 2) resigns or retires prior to the discharge/dismissal; or
- 3) resigns or retires during the investigation.

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. Such unused sick leave may be accumulated without limitation.

2. Sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year. After the end of each year, the appointing authority will furnish each Employee with a statement of the sick leave credit remaining as of December 31.

C. Notification of Sickness.

1. Notification of absence on account of sickness shall be given at least thirty (30) minutes prior to the start of the Employee's scheduled workday or if impracticable as soon thereafter as circumstances permit. However, in operations where Employees on a shift normally relieve Employees on the previous shift, notification of absence shall be given at least two (2) hours prior to the start of the Employee's scheduled shift, except in extenuating circumstances whereby an Employee is unable to provide such notice.

2. 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 deemed 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 **from a licensed physician or an advanced practice registered nurse (APRN)** for absences of five (5) or more consecutive working days to substantiate the fact that the period of absence was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of the position. The 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 when such sickness occurs during the final hour of work and the Employee is released from work.

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 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 occur 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 from a 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 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 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 from a licensed physician or an advanced practice registered nurse (APRN) 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 – Reduction-in-Force, shall retain 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.

M. Sick Leave upon Separation from Service.

1. Upon separation from service, an Employee shall forfeit all sick leave allowance accrued and accumulated to the date of the separation except as otherwise provided by Chapter 88, Hawai'i Revised Statutes. This paragraph shall not be construed to provide for the forfeiture of sick leave accumulation when the Employee is granted leave without pay, including military leave, or is rehired by the Employer within seven (7) calendar days.

2. When an Employee moves from one Employer jurisdiction to another to accept employment in a position in which sick leave allowance is earned, the Employee may request and be allowed to transfer any unused sick leave credits accumulated at the time of movement. Any sick leave credit used after the effective date of the movement shall be charged to the appropriation of the receiving Employer.

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 Union RP
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ARTICLE 40 - 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 (12) 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 (12) months in order to delay a planned layoff when the position which the Employee occupies has been abolished. If the Employee has not been placed at the expiration of the twelve (12) month period, the Employee shall be subject to Article 9, Reduction-In-Force.

C. Leave Without Pay for Employees Serving Temporary Intergovernmental and Intragovernmental Assignments and Exchanges. Subject to the provisions of section 78-27, Hawai'i Revised Statutes, Employees on temporary intergovernmental and intragovernmental assignments and exchanges may be granted leaves without pay. The Employee shall have the same rights and benefits as any other Employee of the sending agency who is on leave without pay status.

D. 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 knowledge 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 (12) months. For good cause, as determined by the appointing authority, educational leave without pay may be extended an additional twelve (12) months. The Employee shall have return rights as provided in paragraph H.

E. Industrial Injury Leave.

1 1. An Employee may be granted leave without pay not to exceed twelve (12)
2 months, provided the Employee is receiving workers' compensation wage loss
3 replacement benefits.

4
5 2. An Employee may be granted additional leave without pay in twelve (12)
6 month increments, provided the Employee is receiving workers' compensation wage
7 loss replacement benefits or provided the Employee's application for retirement is
8 pending determination by the State Retirement System.

9
10 F. Leave Without Pay to Work in Certain Appointive Positions.

11
12 1. An appointing authority may grant a leave without pay to a regular
13 Employee to render services as a department head, agency head, deputy department
14 head, as a secretary to a department head or a deputy department head, or as an
15 appointee to any other position within the jurisdiction that is mutually agreeable between
16 the Employer and the Union. The Employer shall compile a list of the appointive
17 positions to which this section applies and maintain its currency.

18
19 2. The rights of an Employee who is released from the above appointments
20 are as follows:

21
22 a. Upon completion of no more than four (4) years of the leave without
23 pay, reinstatement in the position in which the Employee last held a permanent
24 appointment. In the event the Employee is retained beyond these four (4) years
25 for the transition to a new chief executive's term, but for not more than three (3)
26 months, the Employee shall retain the reinstatement right to the Employee's
27 former civil service position.

28
29 b. Following more than four (4) years of leave without pay,
30 reinstatement to the Employee's former position if vacant or placement in a
31 comparable vacant position.

32
33 c. Upon reinstatement in the former position or placement in another
34 comparable position, compensation shall be as though the Employee had
35 remained continuously in the position.

36
37 G. Other Leaves Without Pay. An appointing authority may grant regular or
38 non-regular Employees leaves without pay for no more than twelve (12) months, for any
39 of the following reasons:

40
41 1. To recuperate from physical or mental illnesses; provided, for leaves
42 without pay of five (5) days or more, an Employee shall submit a ~~[licensed physician's]~~
43 **certificate from a licensed physician or an advanced practice registered nurse**
44 **(APRN)** to substantiate the fact that period of leave without pay was due entirely to
45 sickness and that the Employee is physically and/or mentally able to resume the duties
46 of the Employee's position. However, the Employer may require an Employee to submit
47 a ~~[licensed physician's]~~ **certificate from a licensed physician or an advanced practice**
48 **registered nurse (APRN)** from the first day of absence without pay.

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 or pre-natal 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.
- H. Return Rights from a Leave Without Pay. Except as specifically provided otherwise in this Article, an Employee granted leave 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 leave, shall have the following rights:
 1. A regular Employee, upon expiration of the leave shall be reinstated to the Employee's former position; provided, that if such position has been abolished during

1 the period of such leave, the provisions of Article 9, Reduction-In-Force shall be
2 applicable.

3
4 2. A non-regular Employee, upon expiration of the leave shall have
5 reinstatement rights to the Employee's former position, provided that the status and
6 function of the position remained the same in the Employee's absence. In the event
7 that the Employee cannot be reinstated, the Employee shall be terminated.

8
9 3. Failure of an Employee to return to duty at the expiration of the leave shall
10 be deemed a resignation; provided that if within fifteen (15) days of the expiration of the
11 leave, the Employee furnishes satisfactory reasons to the appointing authority as to why
12 the Employee was unable to return immediately after the expiration of the leave, the
13 Employee shall be entitled to such rights as the Employee had at the expiration of the
14 leave. In the event the appointing authority does not accept the reasons, the issue of
15 the reasonableness of the reasons shall be subject to the provisions of Article 11,
16 Grievance Procedure.

17
18 I. Other Rights and Conditions.

19
20 1. A regular Employee on an approved leave of absence shall be eligible
21 during the period on such leave for promotional examinations and status of promotional
22 eligible lists under the same conditions as though in active service.

23
24 2. An Employee who accepts employment, either in another position under
25 civil service or in conflict with the purpose of the leave during the leave of absence, shall
26 be deemed to have resigned from the Employee's position from which the leave was
27 granted, effective the date of the appointment to the other position.

28
29 J. Unauthorized Leave. Any absence from work which does not meet the
30 requirements for an authorized leave, with or without pay, shall be charged as
31 unauthorized absence from work. Any period of unauthorized absence from work shall
32 not be considered as service rendered.

33
34 K. Leave Pending Investigation of Charges.

35
36 1. Whenever an investigation of charges against an Employee is pending
37 and the Employee's presence at the work site is deemed by the Employer to be
38 detrimental to the proper conduct of the investigation or the operations of the work
39 place, the Employee may be placed on a leave of absence without pay pending
40 investigation subject to the following:

41
42 a. The Union and the Employee who is placed on the leave without
43 pay pending an investigation shall be given written notice within forty-eight (48)
44 hours after such action is taken. The written notice shall provide an explanation,
45 including available facts, on why the Employee's presence at the work site is
46 deemed by the Employer to be detrimental to the proper conduct of the
47 investigation or the operations of the work place and the effective date of the
48 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 (30) days. In the event the investigation exceeds thirty (30) days, the appointing authority may exercise its options provided in subparagraph K.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.

Bargaining Unit 03
 TENTATIVE AGREEMENT
 Employer KJW
 Union RP
 Date 9/16/20

ARTICLE 52 – DRUG AND ALCOHOL TESTING

The Union and Employer have reached an agreement on alcohol and controlled substance testing. Part one of the agreement pertains to alcohol and controlled substance testing for all Employees based on "reasonable suspicion." Part two of the agreement pertains to "random" alcohol and controlled substance testing for certain identified health, safety and public trust (HSPT) Employees. ~~[The agreement has an attached list of identified HSPT positions.]~~ **Those positions designated as HSPT positions are identified in Attachment D.**

The agreement is intended to keep the workplace free from the hazards related to the use of alcohol and controlled substances by the testing program. Employees are expected to report to work in a physical and mental condition consistent with this agreement which enables them to perform their duties in a safe and productive manner. Employees subject to alcohol and controlled substance tests and who are subject to disciplinary action shall be afforded "due process" as provided in the alcohol and controlled substance testing agreement and applicable provisions of the collective bargaining agreement.

All health, safety and public trust Employees will receive a copy of the "random" alcohol and controlled substance agreement from the Employer. All other Employees will receive a copy of the "reasonable suspicion" alcohol and controlled substance agreement from the Employer. Employees may also request a copy of the alcohol and controlled substance agreement from the Union.

NOTE: The agreement reflects a "two strikes and you're out" disciplinary action schedule for confirmed positive tests for alcohol and controlled substance that was negotiated through a memorandum of agreement and ratified by Employees in the bargaining unit.

Bargaining Unit 03
February 26, 2020

ARTICLE 52 – DRUG AND ALCOHOL TESTING

Attachment D of the agreement referenced herein is amended as follows:

STATE OF HAWAII

IT & Electronic Security Systems Assistant (DOD) - (BU03)

Secretary I (DLNR) - (BU03)

Office Assistant III (DLNR) - (BU03)

Firearms Training Technician - (BU03)

CITY AND COUNTY OF HONOLULU

Pool Lifeguard - (BU 03)

Swimming Instructor - (BU 03)

Recreation Assistant III (Pool) - (BU 03)

Recreation Assistant II (Koko Head Shooting Range) - (BU03)

HAWAII COUNTY

Lifeguard I - (BU 03)

Swimming Instructor - (BU 03)

Senior Lifeguard - (BU 03)

MAUI COUNTY

Pool Guard - (BU 03)

Senior Pool Guard - (BU 03)

KAUAI COUNTY

Pool Guard - (BU 03)

Senior Pool Guard - (BU 03)

Swimming Instructor - (BU 03)

Public Safety Worker I & [and] II - (BU 03)

JUDICIARY

Social Service Assistant IV[,] & V - (BU03)

Social Service Aide III - (BU03)

Note: Each jurisdiction will provide a listing of affected employees by position number and class title.

Bargaining Unit 03
TENTATIVE AGREEMENT
Employer F/W
Union RP
Date 9/10/20

ARTICLE 53 – SALARIES

Delete existing language in its entirety and replace with the following:

A. The salary schedule in effect on June 30, 2019 shall continue to be in effect through June 30, 2020 and shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2019:

1. Step Movement. The step movement plan provided in Paragraph O. of Article 14, Compensation Adjustments, shall be deleted.

2. Lump Sum Payment. Employees who were employed as of June 30, 2019, shall receive a one-time lump sum payment equal to two thousand eight hundred dollars (\$2,800), provided that Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

C. Subject to the approval of the respective legislative bodies and effective July 1, 2020:

1. Employees on Step B to Step L as of June 30, 2020, shall be placed on the next step of the corresponding pay range.

2. Thereafter, Step B shall be deleted from the salary schedule.

3. Following C.2. above, the salary schedule designated as Exhibit A shall be amended as provided in Exhibit B.

1 4. Following C.3. above, Employees shall be placed on the corresponding
2 pay range and step of Exhibit B.

3
4 5. Lump Sum Payment. The following Employees shall receive a one-time
5 lump sum payment; provided that Employees who are less than full-time shall receive a
6 prorated amount of the lump sum payment:

7
8 a. Employees on SR 8, Step M as of June 30, 2020, shall receive a
9 one-time lump sum payment equal to two percent (2%) of the employee's annual
10 basic rate of pay as of June 30, 2020.

11
12 b. Employees on SR 9 and above on Step M as of June 30, 2020,
13 shall receive a one-time lump sum payment equal to four percent (4%) of the
14 employee's annual basic rate of pay as of June 30, 2020.

15
16 c. Employees not administratively assigned to the salary schedule
17 shall receive a one-time lump sum payment equal to four percent (4%) of the
18 employee's annual basic rate of pay as of June 30, 2020.

19
20 D. Subject to the approval of the respective legislative bodies and effective
21 January 1, 2021:

22
23 1. The salary schedule designated as Exhibit B shall be amended to reflect a
24 three and forty-six one-hundredths percent (3.46%) increase, and such amended
25 schedule shall be designated as Exhibit C.

26
27 2. Following D.1. above, Employees shall be placed on the corresponding
28 pay range and step of Exhibit C.

29
30 3. Employees not administratively assigned to the salary schedule shall
31 receive a three and forty-six one-hundredths percent (3.46%) pay increase.

Bargaining Unit 03
 TENTATIVE AGREEMENT
 Employer HW
 Union PP
 Date 9/10/20

ARTICLE 56 – DURATION


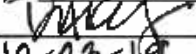
Delete the existing language in this Article in its entirety and replace with the following:

The Unit 03 Agreement shall be effective July 1, 2019 and shall remain in full force and effect to and including June 30, 2021. It shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 03 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, 2020. When the notice is given, negotiations for a new Unit 03 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

Signature: Ryker J. Wada

Email: ryker.wada@hawaii.gov

Bargaining Unit 3
 TENTATIVE AGREEMENT
 Employer 
 Union 
 Date 12-23-19

Effective July 1, 2019

- a) \$2800 lump sum payment for all employees
- b) Replace step movement plan with negotiated step movements

Effective July 1, 2020

- a) Employees on Step B to L move one step, delete Step B
- b) Increase SR 4 to 8 by 2.0% to 10.1% (see below)
- c) 2% one-time lump sum payment for SR 8 on Step M as of June 30, 2020
- d) 4% one-time lump sum payment for SR 9 and above on Step M as of June 30, 2020 and SRNA

Average Increase		C	D	E	F	G	H	I	J	K	L	M
10.1%	SR 4	2,463	2,561	2,669	2,775	2,885	2,997	3,121	3,243	3,370	3,507	3,644
8.0%	SR 5	2,513	2,613	2,723	2,831	2,943	3,058	3,184	3,308	3,438	3,578	3,718
5.9%	SR 6	2,564	2,665	2,778	2,888	3,002	3,119	3,249	3,375	3,508	3,650	3,793
3.9%	SR 7	2,615	2,719	2,834	2,946	3,063	3,182	3,314	3,443	3,579	3,724	3,870
2.0%	SR 8	2,668	2,774	2,891	3,006	3,125	3,247	3,381	3,513	3,651	3,799	3,948

- e) Article 14 – Compensation Adjustments (Employer Final Offer dated August 9, 2019)
- f) Article 24 – Time Off for Overtime Worked – Changes the eighteen (18) hours to sixteen (16) hours
- g) Article 26 – Standby Pay – Changes the method of calculating standby pay to allow employees to earn up to two 25% payments (based on the employee's daily rate) for standby work per calendar day
- h) Article 36 – Sick Leave – Include advanced practice registered nurse as a form of an acceptable certificate for absences of five (5) or more consecutive working days.
- i) Article 40 – Other Leaves of Absence - Include advanced practice registered nurse as a form of an acceptable certificate for absences of five (5) or more consecutive working days.
- j) Article 52 – Drug and Alcohol Testing (Revised attachment D dated December 19, 2019)

Effective January 1, 2021

Increase salary schedule by 3.46%, employees not administratively assigned (SRNA, exempt included employees) receive 3.46% pay increase

Duration

2 year duration (7/1/2019 to 6/30/2021) (Employer Final Offer dated August 9, 2019)

Bargaining Unit 13
 TENTATIVE AGREEMENT
 Employer RJW
 Union 29
 Date 2-18-20

ARTICLE 26 – TIME OFF FOR OVERTIME WORKED

A. Whenever a non-shift Employee works a scheduled 8-hour workday immediately followed by the performance of at least ten (10) hours of overtime work, the Employer shall excuse the Employee from work on the Employee's next consecutive 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.

B. Effective July 1, 2020, whenever a non-shift employee works at least sixteen (16) 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.

Bargaining Unit 13
 TENTATIVE AGREEMENT
 Employer RJW
 Union RP
 Date 2-18-20

ARTICLE 14 - COMPENSATION ADJUSTMENT

A. General Provision.

1. For purpose of clarification, the provisions of this Article shall not be applicable where an Employee moves from one (1) 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 salary range and step an Employee is receiving as compensation. For an Employee whose position is not assigned to the salary range, "basic rate of pay" shall mean the actual rate of remuneration for services performed in a particular position, not including any differentials.

3. When the effective dates of more than one (1) personnel action coincide, pay adjustments shall be made in the following order:

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

1 4. A leave of absence without pay shall end on the day before the day an
2 Employee reports for duty, provided that if a paid leave or a holiday immediately
3 precedes the Employee's return to duty, the leave of absence without pay shall end on
4 the day before such paid leave or holiday.

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

11
12 6. An Employee who suffers a disabling personal injury arising out of and in
13 the course of employment, except for an injury caused by the Employee's negligence,
14 willful intention to injure the Employee or others, or by the Employee's intoxication or
15 because of the influence of a non-prescribed controlled substance, shall be credited for
16 a full day's work on the day of the injury regardless of the time the Employee is injured.

17
18 7. An Employee who initially was properly compensated following a
19 promotion, the adoption of a new pay schedule, a temporary assignment, pricing or
20 repricing, or any other personnel action affecting pay, shall not be required to make
21 reimbursement when it is found subsequently that an overpayment in salary occurred
22 due to the retroactive feature of a position classification action. However, the proper
23 pay adjustment shall be made as of the first pay period following the date of notice of
24 action by the director.

25
26 8. Employees who are receiving a shortage differential shall have their
27 compensation adjusted by provisions contained in a separate supplemental agreement.

28
29 B. Compensation Adjustment Upon Promotion.

1 1. As used in this paragraph, "promotion" means the movement of a regular
2 Employee from the position in which the Employee last held a permanent appointment
3 to a vacant civil service position assigned to a class with a higher pay range in the
4 salary schedule.

5
6 2. Effective July 2, 2001, a regular Employee who is promoted shall be
7 compensated as follows:

8
9 a. For promotions involving a movement of three (3) or less pay
10 ranges, the Employee shall be compensated at the corresponding step in the
11 higher salary range.

12
13 b. For promotions involving a movement of more than three (3) pay
14 ranges, the Employee shall be compensated at the step in the higher salary
15 range which is equal to the rate for promotions involving three (3) pay ranges. If
16 such rate falls below the minimum step, the Employee shall be compensated at
17 the minimum step of the higher pay range.

18
19 3. Regular Employees who return to their permanent positions after a
20 promotion on a temporary appointment basis or are released from a new probationary
21 appointment following a promotion shall be compensated as though they had remained
22 in their permanent positions continuously.

23
24 C. Compensation Adjustment Upon Demotion.

25
26 1. The following definitions shall be applicable to this paragraph:

27
28 a. "Demotion" means the movement of a regular Employee from the
29 position in which the Employee last held a permanent appointment to a vacant
30 civil service position assigned to a class with a lower pay range in the salary
31 schedule.

1
2 b. "Demotion due to a reorganization" means a demotion of an
3 Employee as a result of a reorganization action.
4

5 c. "Demotion to avoid layoff" means a demotion accepted by an
6 Employee to avoid being laid off.
7

8 d. "Disciplinary demotion" means a demotion action taken by the
9 appointing authority for disciplinary reasons.
10

11 e. "Involuntary demotion" means a demotion action taken by the
12 appointing authority due to the Employee's inability to perform the duties and
13 responsibilities of the Employee's position, or due to the Employee's failure to
14 meet qualification requirements for the position.
15

16 f. "Non-service connected disability demotion" means the movement
17 of an Employee to a vacant civil service position assigned to a class with a lower
18 pay range in the salary schedule, due to a disability sustained by the Employee
19 other than while performing the duties and responsibilities of the Employee's
20 position.
21

22 g. "Service connected disability demotion" means the movement of a
23 regular Employee or an Employee serving an initial probationary period to a
24 vacant civil service position assigned to a class with a lower pay range in the
25 salary schedule, due to a disability sustained by the Employee while performing
26 the duties and responsibilities of the Employee's position.
27

28 h. "Voluntary demotion" means a demotion requested by an
29 Employee and granted by the appointing authority.
30

31 2. Disciplinary or Involuntary Demotion.

1
2 a. A regular Employee who is involuntarily demoted or who is
3 demoted for disciplinary reasons shall be compensated at the corresponding step
4 in the lower salary range or any lower step in the lower salary range.
5

6 b. Upon release from a disciplinary demotion given on a temporary
7 basis, a regular Employee shall be compensated as though the Employee had
8 remained in the former position continuously.
9

10 3. Demotion to Avoid Layoff; Demotion Due to Reorganization; Service
11 Connected Disability Demotion.
12

13 a. **Prior to July 1, 2020, [A]an Employee who accepts a demotion to**
14 **avoid layoff; or is demoted due to a reorganization; or who receives a service**
15 **connected disability demotion, shall retain the Employee's basic rate of pay;**
16 **provided:**
17

18 **1)[a-]** If the Employee's basic rate of pay falls between two (2)
19 steps in the lower pay range, the Employee shall be compensated at the
20 step in the lower pay range whose rate is immediately below the
21 Employee's basic rate of pay and shall be entitled to a temporary
22 differential.
23

24 **2)[b-]** If the Employee's basic rate of pay falls above the maximum
25 step in the lower pay range, the Employee shall be compensated at the
26 maximum step and shall be entitled to a temporary differential.
27

28 **b. Effective July 1, 2020, an Employee who accepts a demotion to**
29 **avoid layoff; or is demoted due to a reorganization; or who receives a**
30 **service connected disability demotion, shall be compensated as follows:**
31

1 1) For demotions involving a movement of three (3) or less
2 pay ranges, the Employee shall be compensated at the
3 corresponding step in the lower pay range and shall be entitled to a
4 demotion differential (DD).

5
6 2) For demotions involving a movement of more than three
7 (3) pay ranges, the Employee shall be compensated at the step in the
8 lower pay range which is equal to the rate for voluntary demotion
9 involving three (3) pay ranges and shall be entitled to a DD. If the
10 rate for voluntary demotion involving three (3) pay ranges falls above
11 the maximum step in the lower pay range, the Employee shall be
12 compensated at the maximum step of the lower pay range and shall
13 be entitled to a DD.

14
15 4. Non-Service Connected Disability Demotion.

16
17 a. Prior to July 1, 2020, [A]an Employee who receives a non-service
18 connected disability demotion shall be compensated as provided below:

19
20 1)[a-] Effective July 2, 2001, a regular Employee who has fifteen
21 (15) or more years of continuous service in the civil service of the
22 Employee's governmental jurisdiction shall retain the Employee's basic
23 rate of pay; provided that:

24
25 a)[4] If the Employee's basic rate of pay falls between two
26 (2) steps in the lower pay range, the Employee shall be
27 compensated at the step in the lower pay range whose rate is
28 immediately below the Employee's basic rate of pay and shall be
29 entitled to a temporary differential.
30

b)(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.

2)(b-) A regular Employee with at least five (5) years but less than fifteen (15) 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

a)(4) If the Employee's basic rate of pay falls between two (2) steps in the lower pay range, the Employee shall be compensated at the step in the lower pay range whose rate is immediately below the Employee's basic rate of pay and shall be entitled to a temporary differential.

b)(2) If the Employee's basic rate of pay falls above the maximum step in the lower pay range, the Employee shall be

1 compensated at the maximum step and shall be entitled to a
2 temporary differential.

3
4 **3)[e.]** The basic rate of pay of a regular Employee with less than
5 five (5) years of continuous service in the civil service of the Employee's
6 governmental jurisdiction, or a regular Employee whose retention period
7 as prescribed in clause b., has expired, shall be adjusted in the manner of
8 adjustments for service-connected disability demotion, provided the
9 Employee shall not be entitled to temporary differential.

10
11 **b. Effective July 1, 2020, compensation adjustment for a non-**
12 **service connected disability demotion shall be in the manner prescribed in**
13 **paragraph C.3.b.**

14
15 **5. Voluntary Demotion.**

16
17 a. Effective July 2, 2001, a regular Employee who accepts a voluntary
18 demotion shall be compensated as follows:

19
20 1) For voluntary demotions involving a movement of three (3)
21 or less pay ranges, the Employee shall be compensated at the
22 corresponding step in the lower pay range.

23
24 2) For voluntary demotions involving a movement of more than
25 three (3) pay ranges, the Employee shall be compensated at the step in
26 the lower pay range which is equal to the rate for voluntary demotions
27 involving three (3) pay ranges. If such rate falls above the maximum step
28 in the lower pay range, the Employee shall be compensated at the
29 maximum step of the lower pay range.

30
31 b. Upon return to the position in which an Employee last held a

1 permanent appointment, a regular Employee who is demoted on a temporary
2 appointment basis or who is released from a new probationary appointment
3 following a demotion shall be compensated as though the Employee had
4 remained in the former position continuously.

5
6 D. Compensation Adjustment Upon Transfer.

7
8 1. "Transfer" means the movement of a regular Employee from the position
9 in which the Employee last held a permanent appointment to a vacant civil service
10 position which is in the same class or in a different class assigned to the same pay
11 range in the salary schedule.

12
13 2. A regular Employee who is transferred shall continue at the same basic
14 rate of pay.

15
16 E. Compensation Adjustment Upon Reallocation.

17
18 1. The following definitions shall be applicable to this paragraph:

19
20 a. "Reallocation downward" means the reallocation of a position to a
21 class assigned to a lower pay range in the salary schedule.

22
23 b. "Reallocation upward" means the reallocation of a position to a
24 class assigned to a higher pay range in the salary schedule.

25
26 2. Compensation following reallocation upwards shall be adjusted in the
27 manner as adjustments for promotion.

28
29 3. Compensation adjustment for a reallocation downwards shall be in the
30 manner prescribed in paragraph C.3. However, when downward reallocations are due
31 to disciplinary, involuntary, or voluntary reasons, the Employee's basic rate of pay shall

1 be adjusted in the manner as adjustments for disciplinary, involuntary, or voluntary
2 demotions, as applicable.

3
4 4. Compensation following reallocation of a position in a class to the same
5 pay range shall be adjusted in the manner of adjustments for transfer.

6
7 5. Upon return to the original classification of the Employee's position after a
8 temporary reallocation upward, the Employee shall be compensated at the rate the
9 Employee would have received were it not for the temporary reallocation.

10
11 F. Compensation Adjustment Upon Repricing.

12
13 1. The basic rate of pay of an Employee whose position is in a class which is
14 repriced to a higher pay range shall be adjusted in the manner as adjustments for
15 promotion.

16
17 2. The basic rate of pay of an Employee whose position is in a class which is
18 repriced to a lower pay range shall be adjusted in the manner as adjustments are
19 prescribed in paragraph C.3.

20
21 G. Compensation of Employees Selected from an Open Competitive List
22 Resulting from a Recruitment Above the Minimum.

23
24 Notwithstanding any paragraph in this Article, Employees selected through an
25 open competitive recruitment which permits hiring above the first step may be
26 compensated at a rate determined by the Employer upon their appointment from the
27 open competitive list; provided that the amount the Employee will receive is not less
28 than the amount the Employee would have received if the Employees were
29 compensated in accordance with the applicable paragraph.

30
31 H. Permanent Differential.

1
2 1. An Employee may be eligible for a permanent differential as may be
3 provided by Article 51.
4

5 2. The permanent differential shall not be considered part of an Employee's
6 basic rate of pay.
7

8 3. The differential shall not be further adjusted by subsequent salary
9 adjustments.
10

11 4. When an Employee with a permanent differential is promoted, demoted or
12 transferred, or whose position is reallocated to a class in a higher, the same or lower
13 pay range, the permanent differential shall be continued in the new pay range.
14

15 I. Compensation for Temporary Assignment Performed.
16

17 Compensation for temporary assignment shall be as follows:
18

19 1. Except as provided in subparagraph 6, the basic rate of an Employee who
20 performs temporary assignment involving a position assigned to a class in a higher pay
21 range in the salary schedule shall be adjusted in the manner as adjustments for
22 promotion except that any temporary differential **and/or demotion differential** which
23 the Employee was receiving shall not be added to the basic rate of pay but shall be
24 retained by the Employee while performing the temporary assignment.
25

26 2. An Employee who performs a temporary assignment involving a position
27 assigned to the same or lower pay range in the salary schedule shall continue to be
28 compensated at the Employee's basic rate of pay prior to the temporary assignment.
29

30 3. Whenever a temporary assignment involves the assumption of duties and
31 responsibilities of an exempt position not assigned to a salary range (regardless of

1 whether the exempt position is within the bargaining unit or outside of the bargaining
2 unit), Employees will be compensated at the prescribed statutory rate of pay if such rate
3 is higher than the Employee's existing basic rate of pay. If there is no prescribed
4 statutory rate, the appointing authority may exercise discretion in setting compensation
5 for the temporary assignment; provided, the compensation shall be no less than the
6 Employee's basic rate of pay.

7
8 4. Whenever a temporary assignment is made for an exempt Employee
9 whose position is not assigned to the salary schedule, and whose temporary
10 assignment involves the assumption of the significant duties and responsibilities of a
11 position assigned to a salary schedule outside of the bargaining unit, the following will
12 be used to determine whether the assignment is to a higher pay range.

13
14 The maximum rate for the class to which temporary assignment is made is higher
15 than the Employee's existing rate; provided, the dollar difference between the two is
16 more than five percent (5%) of the Employee's existing basic rate of pay.

17
18 If the temporary assignment is to a position in a higher pay range, as determined
19 above, the Employee will be compensated at that step in the higher pay range which
20 exceeds the Employee's existing rate by five percent (5%). If there is no step in the
21 higher pay range which rate exceeds the Employee's basic rate of pay by at least five
22 percent (5%), the Employee shall be compensated at the maximum step in the higher
23 pay range or at the Employee's basic rate of compensation, whichever is greater.

24
25 If the temporary assignment does not involve a higher pay range as determined
26 above, the Employee shall be compensated pursuant to subparagraph 2.

27
28 5. Whenever a temporary assignment involves the assumption of the duties
29 and responsibilities of a position in the Excluded Managerial Compensation Plan
30 (EMCP), such assignment shall be compensated in accordance with the provisions that
31 are applicable to Excluded Managerial (EM) Employees.

1
2 If the temporary assignment does not involve a higher pay range as determined
3 above, the Employee shall be compensated pursuant to subparagraph 2.
4

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

7 a. An Employee whose position includes assuming the duties and
8 responsibilities of the Employee's superior in the absence of the superior and
9 which assignment is recognized in the Employee's position classification and
10 pricing.
11

12 b. An Employee who performs duties in accordance with the terms of
13 a formal training agreement entered into with the Employee's department head
14 and approved by the director.
15

16 J. Temporary Differential and Demotion Differential Pay.
17

18 1. Temporary Differential Pay.
19

20 a.[4-] An Employee shall be eligible for temporary differential pay as may
21 be provided in this Article. The amount of TD pay shall be the difference
22 between the Employee's basic rate of pay prior to the action taken and the
23 Employee's new basic rate of pay.
24

25 b.[2-] The TD pay shall not be considered part of an Employee's basic
26 rate of pay.
27

28 c.[3-] The TD pay shall be reduced by an amount equal to any
29 adjustment in the Employee's basic rate of pay due to promotion, upward
30 reallocation, or repricing upward actions. When the adjustment due to these
31 actions is greater than or equal to the TD pay, the TD pay shall be terminated.

1
2 d.[4-] When an Employee with TD pay is demoted or transferred, or
3 whose position is reallocated to a class in the same or lower pay range, the TD
4 shall be continued in the new pay range.

5
6 **2. Demotion Differential Pay.**

7
8 a. An Employee may be eligible for demotion differential (DD) pay
9 as provided in this Article. The amount of DD pay shall be the difference
10 between the Employee's basic rate of pay prior to a demotion and the
11 Employee's new basic rate of pay.

12
13 b. The DD pay shall not be considered part of the Employee's
14 basic rate of pay.

15
16 c. When an Employee with DD pay is promoted, reallocated
17 upward, or repriced upward, the DD pay shall be reduced by an amount
18 equal to any adjustment in the Employee's basic rate of pay. When the
19 adjustment due to these actions is greater than or equal to the DD pay, the
20 DD pay shall be terminated.

21
22 d. When an Employee with DD pay receives a step movement, the
23 DD pay shall be continued except when the sum of the Employee's new
24 basic rate of pay and existing DD pay is greater than or equal to the
25 maximum of the Employee's salary range, the new DD pay shall equal the
26 greater of:

27
28 1) The maximum of the Employee's existing salary range
29 minus the Employee's new basic rate of pay; or
30

1 2) The sum of the Employee's existing basic rate of pay
2 and existing DD pay, minus the Employee's new basic rate of pay.

3
4 e. When an Employee with DD pay is demoted, transferred, or
5 reallocated to a class in the same or lower pay range, the DD pay shall be
6 continued in the new pay range.

7
8 K. Compensation Adjustment for Non-Regular Employees.

9
10 1. Movements of non-regular Employees to other civil service positions shall
11 not be classified as promotions, transfers, or demotions, but shall be considered as new
12 appointments and compensation adjustments upon these new appointments shall be as
13 prescribed in this paragraph.

14
15 2. A non-regular Employee who is moved from the position in which the
16 Employee was serving a probational appointment to another position assigned to the
17 same salary range shall continue at the same basic rate of pay.

18
19 3. A non-regular Employee who is moved from the position in which the
20 Employee was serving a temporary appointment to another position in the same salary
21 range and salary schedule and in the same department shall continue at the same basic
22 rate of pay.

23
24 4. Non-regular Employees serving temporary appointments who are
25 converted to initial probational or permanent appointments in the same positions that
26 the Employees were serving temporary appointments will continue to receive the same
27 basic rate of pay they were receiving while serving temporary appointment.

28
29 5. The compensation of a non-regular Employee after a personnel
30 transaction other than as described in subparagraphs 2, 3, and 4, shall be at the initial
31 step of the salary range.

1
2 L. Compensation Adjustment for Exempt Employees Accepting Civil Service
3 Appointments, or Whose Exempt Positions are Converted to Civil Service Positions.
4

5 1. Exempt Employees who move to civil service positions or who are granted
6 civil service status pursuant to legislation shall not have the transaction considered as
7 promotions, transfers, or demotion. Such transactions shall be considered new
8 appointments and pay adjustments upon these new appointments shall be as
9 prescribed in this paragraph.
10

11 2. An exempt Employee who is granted civil service status pursuant to
12 legislation shall retain the basic rate of pay the Employee was receiving immediately
13 prior to being granted civil service status; provided:
14

15 a. If the Employee's rate of pay falls between two (2) steps in the
16 salary schedule, the Employee shall be compensated at the lower step.
17

18 b. If the Employee's rate of pay falls below the minimum step of the
19 salary schedule, the Employee shall be compensated at the minimum step.
20

21 c. If the Employee's rate of pay falls above the maximum step of the
22 salary schedule, the Employee shall be compensated at the maximum step.
23

24 3. Exempt Employees selected from an open competitive list to civil service
25 positions other than as described in subparagraph 1, shall be compensated at the initial
26 step of the salary range.
27

28 M. Compensation Adjustment for Employees Moving to Exempt
29 Appointments.
30

1 Movements of Employees to exempt positions shall not be classified as
2 promotions, transfers, or demotions, but shall be considered as new appointments and
3 compensation adjustments upon these new appointments shall be as follows:
4

5 1. The Employee shall be compensated at the prescribed statutory rate for
6 the exempt position; or,
7

8 2. If there is no prescribed statutory rate, then the rate determined by the
9 appointing authority.
10

11 N. Compensation Adjustments for Regular Employees Serving Limited Term
12 Appointments, Temporary Appointments, or New Probational Appointments, in Another
13 Position.
14

15 1. Regular Employees serving limited term appointments, temporary
16 appointments, or new probational appointments, who are promoted, transferred, or
17 demoted, or whose permanent position is reallocated or repriced shall have their
18 compensation adjusted from their permanent positions pursuant to paragraphs B, C, D,
19 E, or F, as applicable, except as follows:
20

21 a. An Employee who is moved from the position in which the
22 Employee was serving a probational appointment to another position assigned to
23 the same salary range shall continue at the same basic rate of pay.
24

25 b. An Employee who is moved from the position in which the
26 Employee was serving a temporary appointment to another position in the same
27 class and in the same department shall continue at the same basic rate of pay.
28

29 2. Regular Employees serving limited term or other temporary appointments
30 who are converted to probational or permanent appointments in the same positions that
31 they were serving on a limited term or other temporary appointment basis shall continue

1 to receive the same basic rate of pay they were receiving while serving the limited term
2 or temporary appointment.

3
4 O. Compensation Adjustments Following an Intergovernmental Movement
5 Made Pursuant to Law.

6
7 When an intergovernmental movement has been made pursuant to law, the
8 compensation of the regular Employee involved shall be adjusted as follows:

9
10 1. If the result of the intergovernmental movement is that the Employee
11 moves to a position assigned to a class with a higher pay range in the salary schedule
12 than the previous pay range, the Employee's compensation shall be adjusted in the
13 manner as adjustments for promotion.

14
15 2. If the result of the intergovernmental movement is that the Employee
16 moves to a position assigned to a class with the same pay range in the salary schedule
17 as the previous pay range, the Employee's compensation shall be adjusted in the
18 manner of adjustments for transfer.

19
20 3. If the result of the intergovernmental movement is that the Employee
21 moves to a position assigned to a class with a lower pay range in the salary schedule
22 than the previous pay range, the Employee's compensation shall be adjusted in the
23 manner as adjustments for voluntary demotion.

24
25 P. Step Movements.

26
27 1. All step movement costs under this paragraph shall be included in the
28 costs of collective bargaining and submitted to the respective legislative bodies for
29 approval at the appropriate time.

30
31 2. The following definitions shall be applicable to this paragraph:

1
2 a. "Step movement" means the movement of an Employee to the next
3 step, within the same pay range which rate immediately exceeds the Employee's
4 basic rate of pay.

5
6 b. "Step movement date" means the date the Employee is to be
7 granted a step movement after rendering the minimum number of years of
8 creditable service.

9
10 3. In determining creditable service for step movement, the following shall
11 apply:

12
13 a. "Service" means employment service on a step in any Employer
14 jurisdiction in an existing or former position, which is or has been included in
15 bargaining unit 13 or which would have been included in bargaining unit 13 were
16 it not excluded there from, provided there is no break in service.

17
18 b. "Break in service" for purposes of this paragraph, means a
19 separation from service or a movement out of the bargaining unit; provided that a
20 new appointment within the bargaining unit on the next consecutive work day
21 shall not constitute a break in service.

22
23 c. Service throughout a work year shall be creditable for a step
24 movement provided that the following shall be considered time not creditable:

25
26 1) absences without pay, except as provided in subparagraph
27 3.d below;

28
29 2) absences due to suspension; or

30
31 3) any period of substandard performance.

1
2 d. A period of authorized leave without pay for the following purposes
3 shall be construed as creditable service:
4

5 1) to be on sabbatical leave,
6

7 2) to recuperate from an injury for which workers' compensation
8 weekly payments are made, or
9

10 3) to be on military service where the President of the United
11 States or the governor of the State has called the Employee to active duty.
12

13 4. Determining Step Movement Date.
14

15 a. Subject to adjustment for all periods of time not creditable as
16 provided in subparagraph 3.c, the step movement date shall be determined as
17 follows:
18

19 1) For Employees in the bargaining unit as of June 30, 1993,
20 the step movement date shall be determined by the most recent date of
21 hire.
22

23 2) For Employees who enter a position in the bargaining unit
24 after June 30, 1993, the step movement date shall be determined by the
25 date the Employee initially entered a position in the bargaining unit.
26

27 3) For Employees who re-enter a position in the bargaining unit
28 after June 30, 1993, the step movement date shall be determined by the
29 date the Employee re-entered a position in the bargaining unit.
30

b. The Employee's step movement date determined under 4.a shall not be adjusted upon movement to another position in the bargaining unit without a break in service, regardless of Employer jurisdiction.

5. Eligibility for Step Movement.

a. Any Employee who is at a step or rate below the maximum step of the pay range shall be eligible for and shall receive a step movement on the Employee's step movement date, provided the Employee has completed the minimum number of years of satisfactory creditable service required for advancement to the next higher step.

Effective July 1, 1995, the minimum number of years of satisfactory creditable service required for advancement to the next higher step shall be amended as specified in the following; provided that time earned at a step, shall be credited toward eligibility for a step movement in the following:

Existing Step	Minimum No. of Years of Creditable Service at Existing Step Before Movement to Next Step
C	2
D	2
E	2
F	3
G	3
H	3
I	3
J	3
K	3

Effective July 1, 2008, the minimum number of years of satisfactory creditable service required for advancement to the next higher step shall be amended as specified in the

following; provided that time earned at a step in the above shall be credited toward eligibility for a step movement in the following:

Existing Step	Minimum No. of Years of Creditable Service at Existing Step Before Movement to Next Step
C	2
D	2
E	2
F	3
G	3
H	3
I	3
J	3
K	3
L	3 and also 27 or more years of creditable service in the bargaining unit

b. The Employee shall not be entitled to receive a step movement on a date earlier than the Employee's step movement date and any time earned in excess of the minimum time required for the step movement is voided upon movement to the next higher step in the same pay range.

6. Effect of Personnel Actions.

a. Promotion, Demotion, Reallocation or Repricing

Notwithstanding subparagraph 5 above, an Employee who is promoted, demoted or whose position is reallocated or repriced to another pay range shall be credited with time earned in the former pay range or pay ranges toward eligibility for a step movement in the new pay range.

1
2 b. Transfer or Reallocation to a Class at Same Pay Range
3

4 An Employee who is transferred or whose position is reallocated to a class
5 in the same pay range shall not lose time earned toward eligibility for a step
6 movement increase.

7
8 c. Return to Position Following Release from Limited Term,
9 Provisional or New Probationary Appointment
10

11 An Employee who returns to the Employee's permanent position following
12 release from a limited term, provisional or new probationary appointment,
13 whether from a position within the bargaining unit or from a position outside the
14 bargaining unit, shall be credited with service rendered as though the Employee
15 had remained in the former position continuously.
16

17 7. Crediting Service Applicable for Step Movement Beginning July 1, 1995.
18

19 a. For Employees in the bargaining unit as of June 30, 1993, time
20 earned toward eligibility for a step movement under this paragraph shall begin
21 with service rendered as of July 1, 1993.
22

23 b. For Employees who entered the bargaining unit on or after July 1,
24 1993, time earned toward eligibility for a step movement under this paragraph
25 shall begin with service rendered from the date the Employee entered the
26 bargaining unit.
27

28 c. Step movements under this paragraph shall take place no earlier
29 than July 1, 1995.
30

1 8. Crediting Service Applicable for Step Movement Beginning July 1, 2003
2 for Employees who received shredding adjustments from July 2, 2001 to June 30, 2003.

3
4 Employees who received shredding adjustments on July 2, 2001 (Mass Shred)
5 and/or their step movement dates from July 2, 2001 to June 30, 2003 (individual shred)
6 shall be credited with time earned toward eligibility for step movement under Paragraph
7 P of Article 14, Compensation Adjustments from service rendered as of the later of the
8 following dates:

9
10 a. the date from July 1, 1999 to July 1, 2001 that the Employee met
11 the minimum years of creditable service for the step on which the Employee was
12 placed in the mass shred on July 2, 2001.

13
14 OR

15
16 b. the service anniversary date from July 2, 2001 to June 30, 2003
17 that the Employee received an individual shred adjustment.

18
19 Q. Other Compensation Adjustments.

20
21 Compensation adjustments not expressly provided for by this Agreement but
22 necessitated by authorized personnel movements or situations shall be made by the
23 chief personnel or human resources executive, as applicable; provided that consultation
24 shall take place with the Union prior to effecting any adjustments under this paragraph.

Bargaining Unit 13
 TENTATIVE AGREEMENT
 Employer RTW
 Union UP
 Date 2-18-20

ARTICLE 18 - 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.

1 2. Shoes, boots, socks, and ties. (Whenever the Employer requires the
2 Employees to wear safety shoes or safety boots, the Employer shall provide such
3 items.)
4

5 3. Shirts normally worn under a uniform coat or blouse. (Shirts of a
6 distinctive uniform appearance normally worn as an outside garment in place of a
7 uniform coat or blouse are considered as part of the uniform.)
8

9 D. Damaged or Lost Uniforms.
10

11 1. If an Employee's uniform is destroyed or damaged while worn in the
12 performance of duty and without negligence, the Employer shall either replace the item
13 or items of uniform destroyed, or reimburse the Employee for the cost of the item or
14 items of uniform destroyed; provided that the Employee's supervisor recommends
15 replacement or reimbursement and the Employer or its designee approves such
16 recommendation.
17

18 2. Replacement or reimbursement shall not be made by the Employer when
19 a uniform is lost, stolen, destroyed or damaged due to negligence by the Employee, or
20 where the uniform is willfully destroyed or damaged by the Employee.
21

22 E. The Employer shall post on the bulletin board a list of approved vendors
23 where uniforms shall be purchased. A copy of this list shall also be furnished to the
24 Union.
25

26 F. Effective January 1, 1994, whenever an Employee is required by the
27 Employer to wear a uniform, the Employer shall have the option to (1) clean such
28 uniforms or (2) provide a uniform maintenance allowance of \$20.00 per month provided:
29

30 1. if the uniform consists only of button shirt, trousers or jacket, the
31 allowance shall be \$10.00 per month; or

2. if the uniform consists only of t-shirt or shorts or both, the allowance shall be \$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 suspension of five (5) or more days or for periods when the Employee is on any leave of absence without pay.

G. Effective July 1, 2020, 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 of \$25.00 per month provided:

1. if the uniform consists only of button shirt, trousers or jacket, the allowance shall be \$15.00 per month; or

2. if the uniform consists only of t-shirt or shorts or both, the allowance shall be \$10.00 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 suspension 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. through B. No change to existing language.

1
2 **III. Uniforms for New Groups of Employees**
3

4 In the event that the Employer determines that a group of Employees, other than
5 those covered by existing policies and/or practices, be required to wear uniforms, the
6 following shall apply:
7

8 1. The Employer shall consult with the Union to determine the reasonable
9 number of sets of uniforms which specific groups of Employees are entitled to receive
10 on an initial basis.
11

12 2. The Employer shall either furnish the uniforms or reimburse Employees for
13 the cost of the uniforms which are purchased from a vendor approved by the Employer.
14

15 3. The replacement of uniforms due to wear and tear shall be by Employer
16 approval.
17

18 4. ~~[Effective January 1, 1994, if]~~ The Employer may choose to furnish such
19 replacement or provide for replacement allowance of seventy-five percent (75%) of the
20 actual replacement cost of the items of uniforms purchased by the Employee.
21

22 5. If the Employer opts for the replacement allowance, the items of uniform
23 being replaced shall be purchased from an approved vendor and substantiated by a
24 receipt.

Bargaining Unit 13
TENTATIVE AGREEMENT
Employer RJW
Union UP
Date 2-18-20

ARTICLE 27 - 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 six dollars (\$6.00) for breakfast, eight dollars (\$8.00) for lunch and ten dollars (\$10.00) for dinner under the following situations:

Effective July 1, 2020, when Employees are required to work overtime, the Employer shall either furnish them with meals or compensate them for meals for meals at the rate of eight dollars (\$8.00) for breakfast, ten dollars (\$10.00) for lunch and twelve dollars (\$12.00) 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 the Employee's normal workday, they shall be furnished or compensated for a meal at the start of their normal workday and at their normal period during the workday.

1
2 4. Overtime During Off-Duty Hours, Scheduled Day Off or Holiday.
3

4 a. Less Than 24 Hours Prior Notice. When Employees are required to
5 work overtime during their off-duty hours (not post-shift or pre-shift), on a
6 scheduled day off or a holiday, with less than twenty-four (24) hours prior notice,
7 they shall be furnished or compensated for a meal upon completion of two (2)
8 hours of overtime work and at intervals of five (5) hours of continuous overtime
9 work performed following the first overtime meal. However, an Employee shall
10 not be entitled to a meal after two (2) hours of overtime work if the overtime work
11 commences within three (3) hours of a previous meal after a period of five (5)
12 hours from the previous meal should the Employee continue working till this time,
13 and shall be entitled to additional meals at intervals of five (5) hours of
14 continuous overtime work thereafter.
15

16 b. 24 Hours or More Prior Notice. When Employees are required to
17 work overtime during their off-duty hours (not post-shift or pre-shift), on a
18 scheduled day off or a holiday with at least twenty-four (24) hours prior notice,
19 they shall be furnished or compensated for a meal upon completion of ten (10)
20 hours of such overtime work and at intervals of five (5) hours of overtime work
21 performed following the first overtime meal.
22

23 5. Overtime While on Standby. When Employees render service in response
24 to a call to work as provided under Article 28, Standby Pay, they shall be furnished or
25 compensated for a meal upon completion of two (2) hours of work and at intervals of
26 five (5) hours of continuous work performed following the first meal. However, an
27 Employee shall not be entitled to a meal after two (2) hours of overtime work if the
28 overtime work commences within three (3) hours of a previous meal after a period of
29 five (5) hours from the previous meal should the Employee continue working till this
30 time, and shall be entitled to additional meals at intervals of five (5) hours of continuous
31 overtime work thereafter.

1
2 B. Notwithstanding paragraph A, an Employee who is required to travel
3 inter-state or intra-state on official business and who receives a travel allowance
4 pursuant to Article 45, Travel, shall be furnished or compensated at the rate of ten
5 dollars (\$10.00) for a dinner meal after performing seven (7) hours of overtime work.
6

7 **Effective July 1, 2020, notwithstanding paragraph A, an Employee**
8 **who is required to travel inter-state or intra-state on official business and who**
9 **receives a travel allowance pursuant to Article 45, Travel, shall be furnished or**
10 **compensated at the rate of twelve dollars (\$12.00) for a dinner meal after**
11 **performing seven (7) hours of overtime work.**
12

13 C. For purposes of meal compensation, the following shall apply:
14

15 1. Breakfast shall mean any meal allowed an Employee from 3:00 a.m. to
16 9:00 a.m.
17

18 2. Lunch shall mean any meal allowed an Employee after 9:00 a.m. to 3:00
19 p.m.
20

21 3. Dinner shall mean any meal allowed an Employee after 3:00 p.m. but
22 before 3:00 a.m.
23

24 D. The Employer shall compensate Employees for meals within thirty (30)
25 days (approximately two pay periods) from the date on which the claim for
26 compensation is filed with the respective disbursing officer.
27

28 E. The term "pre-shift" is defined as that period of time immediately
29 preceding a workday.
30

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

3
4 F. Dieticians in the Department of Health shall be provided without any
5 charge one (1) meal per workday which is served as the house diet and such meal shall
6 be the meal which is consumed during the Employee's normal meal period; provided
7 that any institution in the Department of Health which is presently providing its dieticians
8 more than one (1) meal per workday without charge shall continue to do so for the
9 duration of this Agreement.

Bargaining Unit 13
 TENTATIVE AGREEMENT
 Employer ROW
 Union PP
 Date 2-18-20

ARTICLE 28 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.]~~

1. 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.

2. Effective July 1, 2020, A.1. above shall be replaced with the following:

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

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.

1 C. Effective July 1, 2000, the Union and Employer agree that Employer may
2 provide pagers and/or cellular telephones for the Employee's convenience in
3 responding to calls from work. Employees who are provided pagers and/or cellular
4 telephones in lieu of remaining at home for the purpose of responding to calls for
5 immediate service shall be entitled to standby pay after the Employee's normal hours of
6 work, on the Employee's scheduled day off or on holidays with the following conditions:

7
8 1. The Employee has written authorization by the Employer that the
9 Employee is on standby duty.

10
11 2. The Employee shall respond to a call for immediate service within the
12 same period as if the Employee remained at home.

13
14 3. The Employee remains in a geographic location where the Employee can
15 receive a pager or cellular call to respond to a call for immediate service.

Bargaining Unit 13
 TENTATIVE AGREEMENT
 Employer RJW
 Union UP
 Date 3-5-20

ARTICLE 37 - SICK LEAVE

A. Earning of Sick Leave.

1. All Employees shall earn sick leave at the rate of fourteen (14) hours for each month of service. For the purpose of this Article, a workday is defined as an eight (8)-hour 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 Straight Time Hours of Service	Working Hours of Leave
For 0 to 31	0
For 32 to 55	4
For 56 to 79	6
For 80 to 103	8
For 104 to 127	10
For 128 to 151	12
For 152 or more	14

The term "actual straight time hours 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;
- e. During any period, the Employee is on educational or sabbatical leave; or
- f. During any period of leave with pay pending investigation if the Employee:
 - 1. is subsequently discharged/dismissed;
 - 2. resigns or retires prior to the discharge/dismissal; or
 - 3. resigns or retires during the investigation.

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. Such unused sick leave may be accumulated without limitation.

2. Sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year. After the end of each year, the appointing authority will furnish each Employee with a statement of the sick leave credit remaining as of December 31.

C. Notification of Sickness.

1. Notification of absence on account of sickness shall be given at least thirty (30) minutes prior to the start of the Employee's scheduled workday or if impracticable as soon thereafter as circumstances permit. However, in operations where Employees on a shift normally relieve Employees on the previous shift, notification of absence shall be given at least two (2) hours prior to the start of the Employee's scheduled shift, except in extenuating circumstances whereby an Employee is unable to provide such notice.

2. 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 the Employer's 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 the Employee's 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 from a licensed physician or an advanced practice registered nurse (APRN) for absences of five (5) or more consecutive working days to substantiate the fact that the period of absence was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of the 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 when such sickness occurs during the final hour of work and the Employee is released from work.

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 occur during such absence.

2. Employees normally working eight (8)-hour 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 from a licensed physician or an advanced practice registered nurse (APRN) 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 - Reduction-in-Force, 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.

M. Sick Leave Upon Separation From Service

1. Upon separation from service, an Employee shall forfeit all sick leave allowance accrued and accumulated to the date of the separation except otherwise provided by Chapter 88, Hawai'i Revised Statutes. This paragraph shall not be construed to provide for the forfeiture of sick leave accumulation when the Employee is granted leave without pay, including military leave, or is rehired by the Employer within seven (7) calendar days.

2. When an Employee moves from one Employer jurisdiction to another to accept employment in a position in which sick leave allowance is earned, the Employee may request and be allowed to transfer any unused sick leave credit accumulated at the time of movement. Any sick leave credits used after the effective date of the movement shall be charged to the appropriation of the receiving Employer.

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

Bargaining Unit 13
TENTATIVE AGREEMENT
Employer RJW
Union CP
Date 2-18-20

ARTICLE 41 - 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 (12) months. The Employee shall have return rights as provided in paragraph H.

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 (12) months in order to delay a planned layoff when the position which the Employee occupies has been abolished. If the Employee has not been placed at the expiration of the twelve (12) month period, the Employee shall be subject to Article 9, Reduction-In-Force.

C. Leave Without Pay for Employees Serving Temporary Intergovernmental and Intragovernmental Assignments and Exchanges. Subject to the provisions of Section 78-27, Hawai'i Revised Statutes, Employees on temporary intergovernmental and intragovernmental assignments and exchanges may be granted leaves without pay. The Employee shall have the same rights and benefits as any other Employee of the sending agency who is on leave without pay status.

D. 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 knowledge 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 (12) months. For good cause, as determined by the appointing authority, educational leave without pay may be extended an additional twelve (12) months. The Employee shall have return rights as provided in paragraph H.

E. Industrial Injury Leave.

1. An Employee may be granted leave without pay not to exceed twelve (12) 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 (12) 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.

F. 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, as a secretary to a department head or a deputy department head, or as an appointee to any other position within the jurisdiction that is mutually agreeable between the Employer and the Union. The Employer shall compile a list of the appointive positions to which this section applies and maintain its currency.

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

a. Upon completion of no more than four (4) 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 (4) years for the transition to a new chief executive's term, but for not more than three (3) months, the Employee shall retain the reinstatement right to the Employee's former civil service position.

b. Following more than four (4) 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.

G. Other Leaves Without Pay. An appointing authority may grant regular or non-regular Employees leaves without pay for no more than twelve (12) months, for any of the following reasons:

1. To recuperate from physical or mental illnesses; provided, for leaves without pay of five (5) days or more, an Employee shall submit a certificate from a licensed physician or an advanced practice registered nurse (APRN) to substantiate the fact that 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. However, the Employer may require an Employee to submit

1 a ~~[licensed physician's]~~ certificate from a licensed physician or an advanced practice
 2 registered nurse (APRN) from the first day of absence without pay.

3
 4 2. Death in the family.

5
 6 3. To extend an annual vacation leave for travel, rest, or for recreation
 7 purposes.

8
 9 4. To seek political office.

10
 11 5. Personal business of an emergency nature.

12
 13 6. Annual periods of temporary cessation of normal operation.

14
 15 7. Child or pre-natal care.

16
 17 8. Child adoption leave.

18
 19 H. Return Rights from a Leave Without Pay. Except as specifically provided
 20 otherwise in this Article, Employees granted leaves without pay under this Article shall,
 21 upon condition of showing to the satisfaction of the appointing authority that the
 22 Employee has fulfilled the purpose of the Employee's leave, shall have the following
 23 rights:

24
 25 1. A regular Employee, upon expiration of the Employee's leave shall be
 26 reinstated to the Employee's former position; provided, that if such position has been
 27 abolished during the period of such leave, the provisions of Article 9, Reduction-In-
 28 Force shall be applicable.

29
 30 2. A non-regular Employee, upon expiration of the Employee's leave shall
 31 have reinstatement rights to the Employee's former position, provided that the status
 32 and function of the position remained the same in the Employee's absence. In the
 33 event that the Employee cannot be reinstated, the Employee shall be terminated.

34
 35 3. Failure of an Employee to return to duty at the expiration of the
 36 Employee's leave shall be deemed a resignation; provided that if within fifteen (15) days
 37 of the expiration of the leave, the Employee furnishes satisfactory reasons to the
 38 appointing authority as to why the Employee was unable to return immediately after the
 39 expiration of the leave, the Employee shall be entitled to such rights as the Employee
 40 had at the expiration of the leave. In the event the appointing authority does not accept
 41 the reasons, the issue of the reasonableness of the reasons shall be subject to the
 42 provisions of Article 11, Grievance Procedure.

43
 44 I. Other Rights and Conditions.

45
 46 1. A regular Employee on an approved leave of absence shall be eligible
 47 during the period on such leave for promotional examinations and status of promotional
 48 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.

J. 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. Any period of unauthorized absence from work shall not be considered as service rendered.

K. 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 (48) 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 (30) days. In the event the investigation exceeds thirty (30) days, the appointing authority may exercise its options provided in subparagraph K.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

1 portion of the period of the leave of absence without pay which has not
2 been considered towards fulfilling the disciplinary action.
3

4 2) In the event a discharge is warranted, the Employee shall
5 not be granted any back pay or restored with any rights and benefits for
6 the period of the leave of absence without pay pending an investigation.
7

8 2. Notwithstanding the foregoing, whenever an investigation of charges
9 against an Employee is pending, the Employer shall have the discretion to:
10

- 11 a. retain the Employee in active duty status;
- 12 b. place the Employee on leave of absence with pay;
- 13 c. return the Employee to active duty status from leave without pay
14 pending an investigation; or,
- 15 d. reassign the Employee to another work unit or area and in the
16 same or different capacity.
17

18 The action shall be for the length of time as may be necessary to conclude the
19 investigation.
20
21
22
23

Bargaining Unit 13
TENTATIVE AGREEMENT
Employer RTW
Union RP
Date 2-18-20

ARTICLE 45 - TRAVEL

A. Applicable rules, ordinances, and policies. Except as modified by this Article, Chapter 3-10, Hawai'i 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 an Employee is 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 the Employee twenty dollars (\$20.00) per day in lieu thereof. The twenty dollars (\$20.00) per day shall be applicable for each twenty-four (24) hour period or portion thereof, calculated from the beginning of the Employee's work day until the Employee's return to the Employee's permanent workplace from the mountainous or other remote area.

3. If non-commercial lodging is available, the Employer shall have the option to select such lodging for the Employee's use. At the Employee's option, the Employer shall also provide adequate stores of food or pay the Employee twenty dollars (\$20.00) per day in lieu thereof. The twenty dollars (\$20.00) per day shall be applicable for each twenty-four (24) hour period or portion thereof, calculated from the beginning of the

1 Employee's work day until the Employee's return to the Employee's permanent
2 workplace from the non-commercial lodging.

3
4 C. Off-island travel to mountainous or other remote areas.

5
6 1. Whenever an Employee is required to travel on official business to
7 mountainous or other remote areas where no commercial lodging is available, the
8 Employer shall provide cabins, tentage, or shall arrange for lodging within available
9 facilities, and shall provide adequate stores of food or pay the Employee twenty dollars
10 (\$20.00) per day in lieu thereof.

11
12 2. Notwithstanding the provisions of this paragraph, a mutual agreement may
13 be arranged among Employees with the Employer to provide for per diem expenses in
14 lieu of this paragraph.

15
16 D. Intra-state travel.

17
18 1. When an Employee is required to travel on official business to another
19 island the Employee shall be provided with a per diem of ninety dollars (\$90.00) per
20 twenty-four (24) hour day.

21
22 2. In the case of official travel time involving a fraction of a day, the allowable
23 claim shall be in terms of quarter-day periods, with the quarter-day periods measured
24 from midnight. In computing the amount of per diem, the official travel time shall begin
25 one (1) hour before the scheduled flight departure time and shall end upon the return to
26 the Employee's home airport; **provided that effective July 1, 2020, the official travel**
27 **time shall begin ninety (90) minutes before the scheduled flight departure time**
28 **and shall end thirty (30) minutes after the return to the Employee's home airport.**
29 This computation shall be applicable to all trips, except one-day trips (leaving and
30 returning on the same day). In the case of one-day trips, the Employee shall be entitled
31 to a meal allowance of twenty dollars (\$20.00) in lieu of per diem.

1
2 3. When an authorized leave is added before or after the official travel, the
3 per diem amount shall be the same as that which would have been allowed if the
4 authorized leave had not been taken.

5
6 E. Out-of-state travel.

7
8 1. When an Employee is required to travel on official business to areas
9 outside the State of Hawai'i, the Employee shall be provided a per diem of one hundred
10 forty-five dollars (\$145.00) per twenty-four (24) hour day.

11
12 2. In the case of official travel time involving a fraction of a day, the allowable
13 claim shall be in terms of quarter-day periods, with the quarter-day periods measured
14 from midnight. In computing the amount of per diem, the official travel time shall begin
15 no later than twenty-four (24) hours prior to the time the Employee is to be at work at the
16 out-of-state destination. The Employee shall be scheduled to arrive at the out-of-state
17 destination (applicable airport) at least ten (10) hours before reporting for duty. The
18 official travel time shall end upon the Employee's return to the Employee's home airport.
19 All calculations will be based on Hawaiian Standard Time.

20
21 3. When an authorized leave is added before or after the official travel, the
22 per diem amount shall be the same as that which would have been allowed if the
23 authorized leave had not been taken.

24
25 F. Reimbursement for commercial lodging expenses in excess of the lodging
26 allowance.

27
28 Included in the per diem rate designated in paragraphs D and E shall be a daily
29 allowance for commercial lodging except for one-day trips. For intra-state travel, this
30 lodging allowance shall be fifty dollars (\$50.00) per twenty-four (24) hour day. For out-

1 of-state travel, this allowance shall be eighty-five dollars (\$85.00) per twenty-four (24)
2 hour day.

3
4 Whenever an Employee's commercial lodging cost exceeds the applicable
5 lodging allowance, the Employee shall be entitled to an additional amount added to the
6 Employee's per diem. This amount shall equal to the difference of the actual daily cost
7 of commercial lodging and the applicable allowance provided herein, multiplied by the
8 number of days spent on commercial lodging. Unless otherwise waived by the
9 Employer request for commercial lodging expenses in excess of the lodging allowance
10 shall be made in advance of the Employee's trip.

11
12 G. Advanced per diem and Reimbursements.

13
14 Whenever possible, an Employee shall receive advanced per diem for official
15 travel. The Employer shall reimburse Employees who request reimbursement for
16 excess lodging expenses as soon as possible.

17
18 H. Furnished Meals and Lodging.

19
20 When lodging or meals are provided at no cost to the Employees, the Employer
21 shall continue its existing practices in adjusting the per diem amounts. However, the
22 per diem allowance provided herein shall not be adjusted when meals are included in
23 conference programs.

24
25 I. Mileage reimbursement.

26
27 1. The term "vehicles" as used in this paragraph only applies to automobiles,
28 trucks, vans, or buses.

29
30 2. Employees who are authorized to use their private vehicles to carry out
31 their duties and responsibilities shall be reimbursed at the standard mileage rate

1 prescribed by the Internal Revenue Service for each mile traveled for business
2 purposes.

3
4 3. Employees who are presently being provided automobile allowance for the
5 required use of their private vehicles in the performance of their official duties shall
6 continue receiving such allowances, provided that the amount of the allowance may be
7 modified through a separate memorandum of agreement mutually agreed to by the
8 Union and the Employer concerned. However, allowances shall be terminated when
9 the Employer no longer requires the Employees to use their private vehicles in the
10 performance of their official duties.

11
12 4. Mileage reimbursement to and from home to work site shall be allowed for
13 all call back work and for overtime work on scheduled days off and holidays, except for
14 Employees whose normal work hours include the holiday.

Bargaining Unit 13
 TENTATIVE AGREEMENT
 Employer RTW
 Union UP
 Date 2-18-20

ARTICLE 50 – DRUG AND ALCOHOL TESTING

The Union and Employer have reached an agreement on alcohol and controlled substance testing. Part one of the agreement pertains to alcohol and controlled substance testing for all Employees based on “reasonable suspicion.” Part two of the agreement pertains to “random” alcohol and controlled substance testing for certain identified health, safety and public trust (HSPT) Employees. ~~[The agreement has an attached list of identified HSPT positions.]~~ **Those positions designated as HSPT positions are identified in Attachment D.**

The agreement is intended to keep the workplace free from the hazards related to the use of alcohol and controlled substances by the testing program. Employees are expected to report to work in a physical and mental condition consistent with this agreement which enables them to perform their duties in a safe and productive manner. Employees subject to alcohol and controlled substance tests and who are subject to disciplinary action shall be afforded “due process” as provided in the alcohol and controlled substance testing agreement and applicable provisions of the collective bargaining agreement.

All health, safety and public trust Employees will receive a copy of the “random” alcohol and controlled substance agreement from the Employer. All other Employees will receive a copy of the “reasonable suspicion” alcohol and controlled substance agreement from the Employer. Employees may also request a copy of the alcohol and controlled substance agreement from the Union.

NOTE: The agreement reflects a “two strikes and you’re out” disciplinary action schedule for confirmed positive tests for alcohol and controlled substance that was negotiated through a memorandum of agreement and ratified by Employees in the bargaining unit.

Bargaining Unit 13
October 2, 2019

ARTICLE 50 – DRUG AND ALCOHOL TESTING

Attachment D of the agreement referenced herein is amended as follows:

STATE OF HAWAII

Investigator V, VI – (BU13)

General Professional IV – (BU13)

Firearms Training Specialist – (BU13)

Criminal Investigator – (BU13)

Program Specialist IV (ACS) – (BU13)

Conservation Education Specialist (Hunter&Conservation Resources) III, V – (BU13)

CITY AND COUNTY OF HONOLULU

Recreation Specialist I (Ocean Recreation) – (BU 13)

Recreation Specialist III (Aquatics) – (BU13)

Recreation Director II (Swimming) – (BU 13)

Investigator I, II, III & IV (Prosecutor's Office) (BU 13)

Police Evidence Specialist I, II, III - (BU13)

Criminalist II, III - (BU13)

Recreation Specialist I (Koko Head Shooting Range) - (BU13)

HAWAII COUNTY

Investigator I, II, III, IV, V & VI – (BU 13)

MAUI COUNTY

Investigator IV & V (BU 13)

KAUAI COUNTY

Special Investigator – (BU 13)

Criminalist I, II – (BU13)

Crime Scene Specialist I, II – (BU13)

JUDICIARY

Deputy Detention Facility Superintendent – (BU 13)

Note: Each jurisdiction will provide a listing of affected employees by position number and class title.

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

Bargaining Unit 13
 TENTATIVE AGREEMENT
 Employer: RJW
 Union: RJW
 Date: 2-18-20

ARTICLE 51 – SALARIES

A. The salary schedule in effect on June 30, ~~[2017]~~**2019** shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, ~~[2017]~~**2019**:

1. Step Movement: Employees who become eligible for step movements from July 1, ~~[2017]~~**2019** through June 30, ~~[2018]~~**2020** in accordance with Paragraph P. of Article 14, Compensation Adjustment, shall receive their step movements on their step movement dates.

2. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be amended to reflect a ~~[two]~~**two and fifteen one-hundredths** percent ~~[(2%)]~~**(2.15%)** increase and such amended schedule shall be designated as Exhibit B.

b. Following B.2.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit B.

c. Employees not administratively assigned to the salary schedule shall receive a ~~[two]~~**two and fifteen one-hundredths** percent ~~[(2%)]~~**(2.15%)** pay increase.

1 **3. Lump Sum Payment:**

2

3 **a. The following Employees shall receive a lump sum payment**
 4 **of seven hundred fifty dollars (\$750); provided that, Employees who are**
 5 **less than full-time shall receive a prorated amount:**

6

7 **1) Employees who were in BU 13 and on the maximum step as of**
 8 **June 30, 2019;**

9

10 **2) Employees who were in BU 13 as of June 30, 2019 and not**
 11 **administratively assigned to the salary schedule; and**

12

13 **3) Employees who were in BU 13 as of June 30, 2019 but are not**
 14 **scheduled to receive a step movement during the period July 1, 2019**
 15 **through June 30, 2021.**

16

17 C. Subject to the approval of the respective legislative bodies and effective
 18 July 1, ~~[2018]~~**2020**:

19

20 1. Step Movement: Employees who become eligible for step movements
 21 from July 1, ~~[2018]~~**2020** through June 30, ~~[2019]~~**2021** in accordance with Paragraph P.
 22 of Article 14, Compensation Adjustment, shall receive their step movements on their
 23 step movement dates.

24

25 2. Salary Schedule:

26

27 a. The salary schedule designated as Exhibit B shall be amended to
 28 reflect a ~~[two and twenty five one hundredths]~~**two and three one-hundredths**
 29 ~~percent [(2.25%)]~~**(2.03%)** increase and such amended schedule shall be
 30 designated as Exhibit C.

1 b. Following C.1.a. above, Employees shall be placed on the
2 corresponding pay range and step of Exhibit C.

3
4 c. Employees not administratively assigned to the salary schedule
5 shall receive a [~~two and twenty-five one-hundredths~~]two and three one-
6 hundredths percent [~~(2.25%)~~](2.03%) pay increase.

7
8 **3. Lump Sum Payment:**

9
10 a. The following Employees shall receive a lump sum payment
11 of seven hundred fifty dollars (\$750); provided that, Employees who are
12 less than full-time shall receive a prorated amount:

13
14 1) Employees who were in BU 13 and on the maximum step as of
15 June 30, 2019;

16
17 2) Employees who were in BU 13 as of June 30, 2019 and not
18 administratively assigned to the salary schedule; and

19
20 3) Employees who were in BU 13 as of June 30, 2019 but are not
21 scheduled to receive a step movement during the period July 1, 2019
22 through June 30, 2021.

Bargaining Unit 13
TENTATIVE AGREEMENT
Employer RJW
Union RJ
Date 2-18-20

1 **ARTICLE 54 – DURATION**

2 *Delete the existing language in this Article in its entirety and replace with the following:*

3
4 The Unit 13 Agreement shall be effective July 1, 2019 and shall remain in
5 full force and effect to and including June 30, 2021. It shall be renewed thereafter
6 in accordance with statutes unless either party hereto gives written notice to the
7 other party of its desire to modify, amend, or terminate the Unit 13 Agreement.

8
9 Notices and proposals shall be in writing and shall be presented to the
10 other party between June 15 and June 30, 2020. When the notice is given,
11 negotiations for a new Unit 13 Agreement shall commence on a mutually
12 agreeable date following the exchange of written proposals.