

EXECUTIVE ORDER NO. 14- 01

WHEREAS, under chapter 89C of the Hawaii Revised Statutes, the Governor is granted the authority to make adjustments to the wages, hours, benefits, and other terms and conditions of employment for elected and appointed officials, and employees in the Executive Branch who are excluded from collective bargaining coverage; and

WHEREAS, for excluded employees who are civil service employees under the same classification systems as employees within collective bargaining units, chapter 89C requires that the adjustments be “not less than” those provided under the collective bargaining agreements for employees hired on a comparable basis; and

WHEREAS, chapter 89C also requires that the adjustments for excluded civil service employees result in compensation and benefit packages that are “at least equal to” the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer’s jurisdiction; and

WHEREAS, chapter 89C provides that each appropriate authority shall determine the adjustments that are relevant for their respective excluded employees who are exempt from civil service in consideration of the compensation and benefit packages provided for other employees in comparable agencies; and

WHEREAS, the State, City and County of Honolulu, and Counties of Hawai‘i, Maui and Kaua‘i have entered into a Memorandum of Agreement with the Hawaii Fire Fighters Association (HFFA), as the exclusive representative for Bargaining Unit (BU) 11 for the July 1, 2011 through June 30, 2017, collective bargaining agreement, which

terms and conditions were either accepted and ratified by the respective bargaining unit or issued through an arbitration award; and

WHEREAS, consistent with the agreed-upon terms and conditions, the Director of Human Resources Development has recommended to the Governor the adjustments specified in this Executive Order for employees within the executive branch who are excluded from BU 11;

NOW, THEREFORE, I, Neil Abercrombie, Governor of Hawai'i, pursuant to my executive authority under articles V and VII of the Constitution of the State of Hawai'i, the provisions of chapters 37 and 89C of the Hawaii Revised Statutes, and all other applicable authority, do hereby order the following for civil service and exempt employees excluded from BU 11; and employees in the Excluded Managerial Compensation Plan (EMCP) excluded from BU 11:

Effective July 1, 2013:

Section 32. Wages.

- **Non-EMCP employees excluded from BU 11**– See Attachment A
- **EMCP employees excluded from BU 11** – See Attachment B

Effective January 1, 2014:

Section 32-A. Compensation Adjustments – See Attachment C

Effective January 15, 2014:

Section 10. Placement and Transfer – See Attachment D

Section 12. Promotions – See Attachment E

Section 14. Duties – See Attachment F

Section 16. Discipline – See Attachment G

Section 25. Stand-By Duty – See Attachment H

Section 33. Vacations – See Attachment I

Section 34. Sick Leaves – See Attachment J

Section 36. Leave of Absence for Death in Family – See Attachment K

Section 38. Leaves of Absence – See Attachment L

Section 41. Company Staffing – See Attachment M

Section 50. Hawaii Employer-Union Health Benefit Trust Fund – See Attachment N

Section 55. Duration – See Attachment O

New Section. Leave Pending Investigation of Charges–See Attachment P

Effective July 1, 2014:

Section 26. Travel Allowance – See Attachment Q

Section 27-A. Rank-for-Rank – See Attachment R

Section 28. Bureau Opportunity Benefit Incentive – See Attachment S

IT IS FURTHER ORDERED that this Executive Order does not apply to those Executive Branch employees whom I later determine shall not receive the aforementioned adjustments;

IT IS FURTHER ORDERED that this Executive Order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, or enforceable at law or in equity, against the State of Hawai'i or its agencies, departments, entities, employees, or any other person;

IT IS FURTHER ORDERED that these provisions are subject to amendment by Executive Order.

The Director of Human Resources Development shall be responsible for the uniform administration of this Executive Order and is authorized to make any interpretations concerning the applicability of this Executive Order to employees of the State Executive Branch who are excluded from collective bargaining coverage.

DONE at the State Capitol, Honolulu,
State of Hawai'i, this 19th day of
May, 2014



NEIL ABERCROMBIE
Governor

APPROVED AS TO FORM:



DAVID M. LOUIE
Attorney General

SECTION 32. WAGES

18
19 A. Subject to the approval of the respective legislative bodies and [E]effective July 1,
20 2013[07]:

21 (1) The salary schedule in effect on June 30, 2011[07] shall be designated as
22 Exhibit A.

23 (2) Exhibit A shall be amended to reflect a two percent (2.0%) across-the-board
24 salary adjustment as shown in the salary schedule designated as Exhibit B.

25 (3) Employees on the salary schedule designated as Exhibit A as of June 30, 2011
26 shall be placed on the corresponding pay range and step of Exhibit
27 B. ~~Employees shall move or remain on Exhibit B as follows:~~

28 a. ~~All employees who are on a step or receiving a basic rate of pay lower than~~
~~warranted by their cumulative years of service as provided in Subsection O.~~
~~Step Movements of Section 32-A. Compensation Adjustments shall move~~
~~to the appropriate step in their salary range on July 1, 2007.~~

b. ~~Catch-up step movements: After July 1, 2007, all employees who are on a~~
~~step or receiving a basic rate of pay lower than warranted by their~~

1 cumulative years of service as provided in Subsection O. Step Movements
2 of Section 32-A. Compensation Adjustments shall move to the next higher
3 step in their salary range on the employees' service anniversary date.

4 ~~c. Service step movements: All employees who complete the cumulative years
5 of service required for the next higher step in the pay range as provided in
6 Subsection O. Step Movements of Section 32-A. Compensation
7 Adjustments shall move to such step on the employees' service anniversary
8 dates, provided that the employees did not receive a catch-up step
9 movement in accordance with A(3)b. above.~~

10 ~~d. All other employees who are on or beyond their appropriate step based on
11 their cumulative years of service shall remain at their respective step or rate
12 until such time as the employees' cumulative service corresponds with the
13 next higher step on the salary schedule.]~~

14 B. Subject to the approval of the respective legislative bodies and [E]ffective
15 January 1, 2014 [July 1, 2008]:

16 (1) Exhibit B shall be amended to reflect a two percent (2.0%) across-the-board
17 salary adjustment and the addition of Step L5 as shown in the salary schedule
18 designated as Exhibit C.

19 (2) Employees shall move or remain on Exhibit C as follows:

20 a. All employees who are on a step or receiving a basic rate of pay lower than
21 warranted by their cumulative years of service as provided in Subsection O.
22 Step Movements of Section 32-A. Compensation Adjustments shall move
23 to the appropriate step in their salary range on January 1, 2014.

24 b[a]. Catch-up step movements: All employees who are on a step or receiving
25 a basic rate of pay lower than warranted by their cumulative years of service
26 as provided in Subsection O. Step Movements of Section 32-A.
27 Compensation Adjustments shall move to the next higher step in their
28 salary range on the employees' service anniversary dates.

c[b]. Service step movements: All employees who complete the cumulative
years of service required for the next higher step in the pay range as
provided in Subsection O. Step Movements of Section 32-A.
Compensation Adjustments shall move to such step on the employees'
service anniversary dates, provided that the employees did not receive a
catch-up step movement in accordance with B(2)a. above.

d[c]. All other employees who are on or beyond their appropriate step based on
their cumulative years of service shall remain at their respective step or rate
until such time as the employees' cumulative service corresponds with the
next higher step on the salary schedule.

~~d. Notwithstanding the above, employees with 22 or more years of service
whose salaries are below Step L4 of the employees' salary range shall be
placed on Step L4 of the employees' salary range on the employees' service
anniversary dates.]~~

1 C. Subject to the approval of the respective legislative bodies and ~~[E]~~effective July 1,
2 2014~~[09]~~:

3 (1) Exhibit C shall be amended to reflect a two percent (2.0%) across-the-board
4 salary adjustment as shown in the salary schedule designated as Exhibit D.

5 (2) Employees shall move or remain on Exhibit D as follows:

6 a. Catch-up step movements: All employees who are on a step or receiving a
7 basic rate of pay lower than warranted by their cumulative years of service
8 as provided in Subsection O. Step Movements of Section 32-A. Compensation
9 Adjustments shall move to the next higher step in the salary
10 range on the employees' service anniversary dates.

11 b. Service step movements: All employees who complete the cumulative years
12 of service required for the next higher step in the pay range as provided in
13 Subsection O. Step Movements of Section 32-A. Compensation
14 Adjustments shall move to such step on the employees' service anniversary
15 dates, provided that the employees did not receive a catch-up step
16 movement in accordance with C(2)a. above.

17 c. All other employees who are on or beyond their appropriate step based on
18 their cumulative years of service shall remain at their respective step or rate
19 until such time as the employees' cumulative service corresponds with the
20 next higher step on the salary schedule.

21 d. Notwithstanding the above, employees with 25~~[22]~~ or more years of service
22 whose salaries are below Step L5~~[4]~~ of the employees' salary range shall be
23 placed on Step L5~~[4]~~ of the employees' salary range on the employees'
24 service anniversary dates.

25 D. Subject to the approval of the respective legislative bodies and ~~e[E]~~effective January
26 1, 2015~~[July 1, 2010]~~:

27 (1) Exhibit D shall be amended to reflect a two percent (2.0%) across-the-board
28 salary adjustment as shown in the salary schedule designated as Exhibit E.

(2) Employees shall move or remain on Exhibit E as follows:

a. Catch-up step movements: All employees who are on a step or receiving a
basic rate of pay lower than warranted by their cumulative years of service
as provided in Subsection O. Step Movements of Section 32-A. Compensation
Adjustments shall move to the next higher step in their
salary range on the employees' service anniversary dates.

b. Service step movements: All employees who complete the cumulative years
of service required for the next higher step in the pay range as provided in
Subsection O. Step Movements of Section 32-A. Compensation
Adjustments shall move to such step on the employees' service anniversary
dates, provided that the employees did not receive a catch-up step
movement in accordance with D(2)a. above.

- 1 c. All other employees who are on or beyond their appropriate step based on
2 their cumulative years of service shall remain at their respective step or rate
3 until such time as the employees' cumulative service corresponds with the
4 next higher step on the salary schedule.
5 d. Notwithstanding the above, employees with 25[22] or more years of service
6 whose salaries are below Step L5[4] of the employees' salary range shall be
7 placed on Step L5[4] of the employees' salary range on the employees'
8 service anniversary dates.

9 E. Employees shall receive no more than one step movement under C(2)a. or C(2)b.
10 or D(2)a. or D(2)b. above from July 1, 2014 to June 30, 2015.

11 F. Subject to the approval of the respective legislative bodies and effective July 1, 2015:

12 (1) Exhibit E shall be amended to reflect a two percent (2.0%) across-the-board
13 salary adjustment as shown in the salary schedule designated as Exhibit F.

14 (2) Employees shall move or remain on Exhibit F as follows:

15 a. Catch-up step movements: All employees who are on a step or receiving a
16 basic rate of pay lower than warranted by their cumulative years of service
17 as provided in Subsection O. Step Movements of Section 32-A.
18 Compensation Adjustments shall move to the next higher step in their
19 salary range on the employees' service anniversary dates.

20 b. Service step movements: All employees who complete the cumulative years
21 of service required for the next higher step in the pay range as provided in
22 Subsection O. Step Movements of Section 32-A. Compensation
23 Adjustments shall move to such step on the employees' service anniversary
24 dates, provided that the employees did not receive a catch-up step
25 movement in accordance with F(2)a. above.

26 c. All other employees who are on or beyond their appropriate step based on
27 their cumulative years of service shall remain at their respective step or rate
28 until such time as the employees' cumulative service corresponds with the
next higher step on the salary schedule.

d. Notwithstanding the above, employees with 25 or more years of service
whose salaries are below Step L5 of the employees' salary range shall be
placed on Step L5 of the employees' salary range on the employees' service
anniversary dates.

G. Subject to the approval of the respective legislative bodies and effective January 1,
2016:

(1) Exhibit F shall be amended to reflect a two percent (2.0%) across-the-board
salary adjustment as shown in the salary schedule designated as Exhibit G.

(2) Employees shall move or remain on Exhibit G as follows:

a. Catch-up step movements: All employees who are on a step or receiving a
basic rate of pay lower than warranted by their cumulative years of service
as provided in Subsection O. Step Movements of Section 32-A.

1 Compensation Adjustments shall move to the next higher step in their
2 salary range on the employees' service anniversary dates.

3 b. Service step movements: All employees who complete the cumulative years
4 of service required for the next higher step in the pay range as provided in
5 Subsection O. Step Movements of Section 32-A. Compensation
6 Adjustments shall move to such step on the employees' service anniversary
7 dates, provided that the employees did not receive a catch-up step
8 movement in accordance with G(2)a. above.

9 c. All other employees who are on or beyond their appropriate step based on
10 their cumulative years of service shall remain at their respective step or rate
11 until such time as the employees' cumulative service corresponds with the
12 next higher step on the salary schedule.

13 d. Notwithstanding the above, employees with 25 or more years of service
14 whose salaries are below Step L5 of the employees' salary range shall be
15 placed on Step L5 of the employees' salary range on the employees' service
16 anniversary dates.

17 H. Employees shall receive no more than one step movement under F(2)a. or F(2)b.
18 or G(2)a. or G(2)b. above from July 1, 2015 to June 30, 2016.

19 I. Subject to the approval of the respective legislative bodies and effective July 1, 2016:

20 (1) Exhibit G shall be amended to reflect a five percent (5.0%) across-the-board
21 salary adjustment as shown in the salary schedule designated as Exhibit H.

22 (2) Employees shall move or remain on Exhibit H as follows:

23 a. Catch-up step movements: All employees who are on a step or receiving a
24 basic rate of pay lower than warranted by their cumulative years of service
25 as provided in Subsection O. Step Movements of Section 32-A.
26 Compensation Adjustments shall move to the next higher step in their
27 salary range on the employees' service anniversary dates.

28 b. Service step movements: All employees who complete the cumulative years
29 of service required for the next higher step in the pay range as provided in
30 Subsection O. Step Movements of Section 32-A. Compensation
31 Adjustments shall move to such step on the employees' service anniversary
32 dates, provided that the employees did not receive a catch-up step
33 movement in accordance with I(2)a. above.

34 c. All other employees who are on or beyond their appropriate step based on
35 their cumulative years of service shall remain at their respective step or rate
36 until such time as the employees' cumulative service corresponds with the
37 next higher step on the salary schedule.

38 d. Notwithstanding the above, employees with 25 or more years of service
39 whose salaries are below Step L5 of the employees' salary range shall be
40 placed on Step L5 of the employees' salary range on the employees' service
41 anniversary dates.

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J[E]. Catch-up step movements and service step movements as provided above shall be continued in successor agreements unless modified or terminated by mutual consent of the parties. All step movements costs under this section shall be included in the costs of collective bargaining and submitted to the respective legislative bodies for approval at the appropriate time.

K[F]. For the purpose of the Agreement, the hourly rate of pay shall be derived by dividing the annual rate of pay by (the applicable average hours of work per week x 52).

Salaries for Excluded Managerial Compensation Plan (EMCP)
Employees Excluded from BU 11
For the Period July 1, 2011 to June 30, 2017

- A. The higher of the BU 34 (BU 11 EMCP) minimum and maximum rates or the BU 11 minimum and maximum rates on the salary schedule shall be utilized.
- B. Subject to the approval of the respective legislative bodies and effective July 1, 2013:
 - 1. The BU 34 salary schedule in effect on June 30, 2013 shall be amended to equal the BU 35 (BU 13 EMCP) salary schedule in effect on July 1, 2013 and such amended schedule shall be designated as Exhibit 1.
 - 2. Employees who are employed as of June 30, 2013 shall receive a two percent (2%) increase to their basic rate of pay, subject to the maximum rate of the applicable salary range.
- C. Subject to the approval of the respective legislative bodies and effective January 1, 2014:
 - 1. Employees who are employed as of December 31, 2013 shall receive a two percent (2%) increase to their basic rate of pay, subject to the maximum rate of the applicable salary range.
 - 2. Employees eligible for WIRP increases from July 1, 2011 through December 31, 2013, shall receive their WIRP increases on January 1, 2014 without any retroactive payment, subject to the maximum rate of the applicable salary range.
 - 3. Employees eligible for WIRP increases from January 1, 2014 through June 30, 2014, shall receive their WIRP increases on their WIRP dates, subject to the maximum rate of the applicable salary range.
- D. Subject to the approval of the respective legislative bodies and effective July 1, 2014:
 - 1. The BU 34 salary schedule designated as Exhibit 1 shall be amended to equal the BU 35 salary schedule in effect on July 1, 2014 and such amended schedule shall be designated as Exhibit 2.
 - 2. Employees who are employed as of June 30, 2014 shall receive a two percent (2%) increase to their basic rate of pay, subject to the maximum rate of the applicable salary range.

3. Employees eligible for WIRP increases from July 1, 2014 through December 31, 2014, shall receive their WIRP increases on their WIRP dates, subject to the maximum rate of the applicable salary range.
- E. Subject to the approval of the respective legislative bodies and effective January 1, 2015:
1. Employees who are employed as of December 31, 2014 shall receive a two percent (2%) increase to their basic rate of pay, subject to the maximum rate of the applicable salary range.
 2. Employees eligible for WIRP increases from January 1, 2015 through June 30, 2015, shall receive their WIRP increases on their WIRP dates, subject to the maximum rate of the applicable salary range.
- F. Subject to the approval of the respective legislative bodies and effective July 1, 2015:
1. Employees who are employed as of June 30, 2015 shall receive a two percent (2%) increase to their basic rate of pay, subject to the maximum rate of the applicable salary range.
 2. Employees eligible for WIRP increases from July 1, 2015 through December 31, 2015, shall receive their WIRP increases on their WIRP dates, subject to the maximum rate of the applicable salary range.
- G. Subject to the approval of the respective legislative bodies and effective January 1, 2016:
1. The BU 34 salary schedule designated as Exhibit 2 shall be amended to equal the BU 35 salary schedule in effect on January 1, 2016 and such amended schedule shall be designated as Exhibit 3.
 2. Employees who are employed as of December 31, 2015 shall receive a two percent (2%) increase to their basic rate of pay, subject to the maximum rate of the applicable salary range.
 3. Employees eligible for WIRP increases from January 1, 2016 through June 30, 2016, shall receive their WIRP increases on their WIRP dates, subject to the maximum rate of the applicable salary range.
- H. Subject to the approval of the respective legislative bodies and effective July 1, 2016:
1. Employees who are employed as of June 30, 2016 shall receive a five percent (5%) increase to their basic rate of pay, subject to the maximum

rate of the applicable salary range.

2. Employees eligible for WIRP increases from July 1, 2016 through December 31, 2016, shall receive their WIRP increases on their WIRP dates, subject to the maximum rate of the applicable salary range.
- I. Subject to the approval of the respective legislative bodies and effective January 1, 2017:
 1. The BU 34 salary schedule designated as Exhibit 3 shall be amended to equal the BU 35 salary schedule in effect on January 1, 2017 and such amended schedule shall be designated as Exhibit 4.
 2. Employees eligible for WIRP increases from January 1, 2017 through June 30, 2017, shall receive their WIRP increases on their WIRP dates, subject to the maximum rate of the applicable salary range.

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2014
Bargaining Unit: 32, 34, 35 Excluded Managerial

| | | Min | Max | | Min | Max |
|-------|---------|--------|---------|-------|---------|--------|
| EM 01 | Annual | 63,852 | 88,536 | EM 07 | Annual | 85,560 |
| | Monthly | 5,321 | 7,378 | | Monthly | 7,130 |
| | 8 hour | 245.60 | 340.56 | | 8 hour | 329.04 |
| | Hourly | 30.70 | 42.57 | | Hourly | 41.13 |
| EM 02 | Annual | 67,020 | 93,000 | EM 08 | Annual | 89,820 |
| | Monthly | 5,585 | 7,750 | | Monthly | 7,485 |
| | 8 hour | 257.76 | 357.68 | | 8 hour | 345.44 |
| | Hourly | 32.22 | 44.71 | | Hourly | 43.18 |
| EM 03 | Annual | 70,404 | 97,620 | ES 01 | Annual | 92,544 |
| | Monthly | 5,867 | 8,135 | | Monthly | 7,712 |
| | 8 hour | 270.80 | 375.44 | | 8 hour | 355.92 |
| | Hourly | 33.85 | 46.93 | | Hourly | 44.49 |
| EM 04 | Annual | 73,908 | 102,528 | ES 02 | Annual | 95,328 |
| | Monthly | 6,159 | 8,544 | | Monthly | 7,944 |
| | 8 hour | 284.24 | 394.32 | | 8 hour | 366.64 |
| | Hourly | 35.53 | 49.29 | | Hourly | 45.83 |
| EM 05 | Annual | 77,616 | 107,628 | ES 03 | Annual | 98,208 |
| | Monthly | 6,468 | 8,969 | | Monthly | 8,184 |
| | 8 hour | 298.56 | 413.92 | | 8 hour | 377.76 |
| | Hourly | 37.32 | 51.74 | | Hourly | 47.22 |
| EM 06 | Annual | 81,480 | 113,052 | | | |
| | Monthly | 6,790 | 9,421 | | | |
| | 8 hour | 313.36 | 434.80 | | | |
| | Hourly | 39.17 | 54.35 | | | |

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Exhibit 3

Effective Date: 01/01/2016
Bargaining Unit: 34, 35 Excluded Managerial

| | | Min | Max | | Min | Max | |
|-------|---------|--------|---------|-------|---------|---------|---------|
| EM 01 | Annual | 66,720 | 92,520 | EM 07 | Annual | 89,412 | 124,020 |
| | Monthly | 5,560 | 7,710 | | Monthly | 7,451 | 10,335 |
| | 8 hour | 256.64 | 355.84 | | 8 hour | 343.92 | 477.04 |
| | Hourly | 32.08 | 44.48 | | Hourly | 42.99 | 59.63 |
| EM 02 | Annual | 70,032 | 97,188 | EM 08 | Annual | 93,864 | 130,200 |
| | Monthly | 5,836 | 8,099 | | Monthly | 7,822 | 10,850 |
| | 8 hour | 269.36 | 373.84 | | 8 hour | 361.04 | 500.80 |
| | Hourly | 33.67 | 46.73 | | Hourly | 45.13 | 62.60 |
| EM 03 | Annual | 73,572 | 102,012 | ES 01 | Annual | 96,708 | 134,100 |
| | Monthly | 6,131 | 8,501 | | Monthly | 8,059 | 11,175 |
| | 8 hour | 282.96 | 392.32 | | 8 hour | 371.92 | 515.76 |
| | Hourly | 35.37 | 49.04 | | Hourly | 46.49 | 64.47 |
| EM 04 | Annual | 77,232 | 107,136 | ES 02 | Annual | 99,612 | 138,168 |
| | Monthly | 6,436 | 8,928 | | Monthly | 8,301 | 11,514 |
| | 8 hour | 297.04 | 412.08 | | 8 hour | 383.12 | 531.44 |
| | Hourly | 37.13 | 51.51 | | Hourly | 47.89 | 66.43 |
| EM 05 | Annual | 81,108 | 112,476 | ES 03 | Annual | 102,624 | 142,296 |
| | Monthly | 6,759 | 9,373 | | Monthly | 8,552 | 11,858 |
| | 8 hour | 311.92 | 432.64 | | 8 hour | 394.72 | 547.28 |
| | Hourly | 38.99 | 54.08 | | Hourly | 49.34 | 68.41 |
| EM 06 | Annual | 85,152 | 118,140 | | | | |
| | Monthly | 7,096 | 9,845 | | | | |
| | 8 hour | 327.52 | 454.40 | | | | |
| | Hourly | 40.94 | 56.80 | | | | |

SECTION 32-A. COMPENSATION ADJUSTMENTS

A. General Provisions.

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- (1) For purposes of clarification, the provisions of this Section shall not be applicable where an employee moves from one governmental jurisdiction to another, except as specifically provided herein.
 - (2) For purposes of this Section, "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 compensation the 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 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 to receive compensation as of the first working day the employee properly reports for duty. Each calendar day from the beginning to the end of an employee's leave of absence without pay shall be charged as leave without pay provided that an employee who is granted a leave of absence without pay and who returns to duty after being absent from work for only one working day or less, shall be charged for one day of leave of absence without pay or less, as applicable, even though one or more scheduled or normal non-working days or a holiday may have preceded the employee's return to duty.

- 1 (5) Pay adjustments for employees who work less than a normal month shall be
2 computed pursuant to the following formula: Employee's monthly basic rate
3 of pay (as shown on the appropriate salary schedule) plus Permanent
4 Differential (PD), Temporary Differential (TD), Conversion Differential
5 (CD), or Temporary Compression Differential (TCD), as applicable
6 multiplied by (number of days worked divided by number of working days in
7 a month, including holidays).
- 8 (6) An employee who suffers a disabling personal injury arising out of and in the
9 course of employment, except for an injury caused by the employee's
10 negligence, willful intention to injure the employee or others, or by the
11 employee's intoxication or because of the influence of a non-prescribed
12 controlled substance, shall be credited for a full day's work on the day of the
13 injury regardless of the time the employee is injured.
- 14 (7) An employee who initially was properly compensated following a promotion,
15 the adoption of a new pay schedule, a temporary assignment, pricing or
16 repricing, or any other personnel action affecting pay, shall not be required
17 to make reimbursement when it is found subsequently that an overpayment
18 in salary occurred due to the retroactive feature of a position classification
19 action. However, the proper pay adjustment shall be made as of the first pay
20 period following the date of notice of action by the director.
- 21 (8) If an employee's pay check was computed on the basis of anticipated hours
22 worked and authorized paid time off from work, but the employee is absent
23 from work and the entire absence cannot be considered as authorized paid
24 time off from work, the Employer shall make appropriate adjustments to the
25 employee's subsequent pay check(s).
- 26 B. Compensation Adjustment Upon Promotion.
- 27 (1) "Promotion" means the movement of a regular employee from the position
28 in which the employee last held a permanent appointment to a vacant civil
service position assigned to a class with a higher pay range in the salary
schedule.
- (2) A regular employee who is promoted shall be compensated at the lowest step
in the higher salary range which rate exceeds the employee's basic rate of pay
by five percent. If there is no step in the higher pay range which rate exceeds
the employee's basic rate of pay by at least five percent, the employee shall be
compensated at the maximum step in the higher pay range, or at the
employee's basic rate of pay, whichever is greater. Effective July 1, 2006, a
regular employee who is promoted shall be compensated as follows:
- (a) For promotions involving a movement of three (3) or less salary ranges,
the employee shall be compensated at the corresponding step in the
higher salary range.

1 (b) For promotions involving a movement or more than three (3) salary
2 ranges, the employee shall be compensated at the step in the higher salary
3 range which is equal to the rate for promotions involving three (3) salary
4 ranges. If such a rate falls below the minimum step, the employee shall
be compensated at the minimum step of the higher salary range.

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

7 C. Compensation Adjustment Upon Demotion.

8 (1) Definitions:

9 (a) "Demotion" means the movement of a regular employee from the
10 position in which the employee last held a permanent appointment to a
11 vacant civil service position assigned to a class with a lower pay range in
the salary schedule.

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

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

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

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

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

24 (g) "Service connected disability demotion" means the movement of a regular
25 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 salary schedule, due to a disability sustained by the employee while
performing the duties and responsibilities of the employee's position.

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

(2) Disciplinary or Involuntary Demotion.

(a) A regular employee who is involuntarily demoted or who is demoted for
disciplinary reasons shall be compensated at the corresponding step in the
lower salary range or any lower step in the lower salary range.

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

4 (3) Demotion to Avoid Layoff; Demotion due to Reorganization; Service
5 Connected Disability Demotion.

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

9 (a) If the employee's basic rate of pay falls between two steps in the lower pay
10 range, the employee shall be compensated at the step in the lower pay
11 range whose rate is immediately below the employee's basic rate of pay
12 and shall be entitled to a TD.

13 (b) If the employee's basic rate of pay falls above the maximum step in the
14 lower pay range, the employee shall be compensated at a maximum step
15 and shall be entitled to a TD.

16 (4) Non-Service Connected Disability Demotion.

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

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

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

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

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

| Years of Service | Months of Compensation Retention |
|---------------------|-------------------------------------|
| 5 | 12 |
| 6 | 14 |
| 7 | 16 |
| 8 | 18 |
| 9 | 20 |
| 10 | 22 |
| 11 | 24 |

| | | |
|---|----|----|
| 1 | 12 | 26 |
| 2 | 13 | 28 |
| 3 | 14 | 30 |

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

(c) The basic rate of pay of a regular employee with less than five years of continuous service in the civil service of the employee's governmental jurisdiction, or a regular employee whose retention period as prescribed in the subsection C. (4) (b) has expired, shall be adjusted in the manner of adjustments for service connected disability demotion, provided the employee shall not be entitled to a TD.

(5) Voluntary Demotion.

(a) A regular employee who accepts a voluntary demotion shall be compensated at the highest step in the lower pay range which rate is not greater than ninety-five percent of the employee's basic rate of pay. If there is no step in the lower pay range which rate is not greater than ninety-five percent of the employee's basic rate of pay, the employee shall be compensated at the minimum step. Effective July 1, 2006, a regular employee who accepts a voluntary demotion shall be compensated as follows:

- 1) For voluntary 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.
- 2) For voluntary 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 demotions involving three (3) pay ranges. If such rate falls above the maximum step in the lower pay range, the employee shall be compensated at the maximum step of the lower pay range.

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

D. Compensation Adjustment Upon Transfer

- (1) "Transfer" means the movement of a regular employee from the position in which the employee last held a permanent appointment to a vacant civil

1 service position which is in the same class or in a different class assigned to
2 the same pay range in the salary schedule.

- 3 (2) A regular employee who is transferred shall continue at the same basic rate
4 of pay.

5 **E. Compensation Adjustment Upon Reallocation.**

6 (1) Definitions:

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

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

- 11 (2) Compensation following reallocation upwards shall be adjusted in the
12 manner as adjustments for promotion.

- 13 (3) Compensation adjustment for a reallocation downward shall be in the
14 manner prescribed in subsection C.(3). However, when downward
15 reallocations are due to disciplinary, involuntary, or voluntary reasons, the
16 employee's basic rate of pay shall be adjusted in the manner as adjustments
17 for disciplinary, involuntary, or voluntary demotions, as applicable.

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

20 **F. Compensation Adjustment Upon Repricing.**

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

- 24 (2) The basic rate of pay of an employee whose position is in a class which is
25 repriced to a lower pay range shall be adjusted in the manner as adjustments
26 are prescribed in subsection C.(3).

27 **G. Compensation of Employees Selected From an Open Competitive List
28 Resulting From a Recruitment Above the Minimum.**

Notwithstanding any other provision in this Section, employees selected through
an open competitive recruitment which permits hiring above the first step may
be compensated at a rate determined by the employer upon their appointment
from the open competitive list; provided that the amount the employee will
receive is not less than the amount the employee would have received if the
employees were compensated in accordance with the applicable provisions in this
Section.

H. Compensation for Temporary Assignment Performed.

Compensation for temporary assignment shall be as follows:

- (1) Except as provided in subsection H.(6), the basic rate of pay of an employee
who performs temporary assignment involving a position assigned to a class
in a higher pay range in the salary schedule shall be adjusted in the manner
as adjustments for promotion except that any TD or CD which the employee

1 was receiving shall not be added to the basic rate of pay but shall be retained
2 by the employee while performing the temporary assignment. Any employee
3 who performs temporary assignment involving a position for which an
4 adjusted entry rate has been prescribed by the employer, and whose rate of
5 pay, when adjusted hereunder is below the adjusted entry rate, shall be
6 entitled to an additional amount of compensation which shall be the
7 difference between the employee's adjusted basic rate of pay and the adjusted
8 entry rate prescribed by the employer. This difference, to be referred to as a
9 temporary assignment differential, (TAD) shall not be considered as part of
10 the employee's base pay. The TAD shall end upon completion of the
11 temporary assignment.

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

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

(4) Whenever a temporary assignment is made to an exempt employee whose
position is not assigned to the salary schedule and whose temporary
assignment involves the assumption of the significant duties and
responsibilities of a position assigned to a salary schedule outside the
bargaining unit, the following will be used to determine whether the
assignment is to a higher pay range:

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

- 1 (b) If the temporary assignment is to a position in a higher pay range, as
2 determined above, the employee will be compensated at that step in the
3 higher pay range which exceeds the employee's existing rate by 5%. If
4 there is no step in the higher range which rate exceeds the employee's
5 basic rate of pay by at least 5%, the employee shall be compensated at the
6 maximum step in the higher pay range or at the employee's basic rate of
7 compensation, whichever is greater.
- 8 (c) If the temporary assignment does not involve a higher pay range as
9 determined above, the employee shall be compensated pursuant to
10 subsection H.(2).
- 11 (d) TAD shall be provided in the same manner as provided in subsection
12 H.(1) and H.(2).
- 13 (5) Whenever a temporary assignment involves the assumption of the duties and
14 responsibilities of a position in the Excluded Managerial Compensation Plan
15 (EMCP), such assignment shall be compensated in accordance with the
16 provisions that are applicable to Excluded Managerial (EM) employees.
- 17 (6) Compensation adjustments shall not be provided for the following:
- 18 (a) An employee whose position includes assuming the duties and
19 responsibilities of the employee's superior in the absence of the superior
20 and which assignment is recognized in the employee's position
21 classification and pricing.
- 22 (b) An employee who performs duties in accordance with the terms of a
23 formal training agreement entered into with the employee's department
24 head and approved by the director.
- 25 I. Differential Pay.
- 26 (1) Temporary Differential Pay.
- 27 (a) An employee shall be eligible for temporary differential pay as may
28 be provided in this Section. 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) The TD pay shall not be considered part of an employee's basic rate of
pay.
- (c) The TD pay shall be reduced by an amount equal to any adjustment in
the employee's basic rate of pay due to promotion, 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) 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) Permanent Differential Pay.
- (a) An employee shall be eligible for permanent differential (PD) pay as may
be provided in Section 32, Wages, of the Agreement. The amount of PD

1 shall be the difference between the employee's basic rate of pay prior to
2 the action taken and the employee's new basic rate of pay.

3 (b) The PD pay shall not be considered part of an employee's basic rate of
4 pay.

5 (c) The PD pay shall not be affected by either salary adjustments or
6 promotion, demotion, reallocation of the employee's position, or
7 repricing of the class to which the employee's position is assigned but
8 shall be continued in the new pay rate or range.

9 (3) Conversion Differential Pay.

10 (a) An employee shall be eligible for conversion differential (CD) pay as may
11 be provided in Section 32, Wages, of the Agreement. The amount of CD
12 shall be the difference between the employee's basic rate of pay prior to
13 the action taken and the employee's new basic rate of pay.

14 (b) The CD pay shall not be considered part of an employee's basic rate of
15 pay.

16 (c) The CD pay shall be reduced by an amount equal to any adjustment in
17 the employee's basic rate of pay due to promotion, upward reallocation,
18 or repricing upward actions. When the adjustment due to these actions
19 is greater than or equal to the CD pay, the CD pay shall be terminated.

20 (d) When an employee with CD pay is demoted or transferred, or whose
21 position is reallocated to a class in the same or lower pay range, the CD
22 shall be continued in the new pay range.

23 (4) Temporary Compression Differential Pay.

24 (a) An employee shall be eligible for temporary compression differential
25 (TCD) pay as may be provided in Section 32, Wages, of the Agreement.
26 The amount of TCD pay shall be the difference between the employee's
27 basic rate of pay prior to the action taken and the employee's new basic
28 rate of pay.

(b) The TCD pay shall not be considered part of an employee's basic rate of
pay.

(c) The TCD pay shall be reduced by an amount equal to any adjustment in
the employee's basic rate of pay upon attaining an equal or higher regular
salary.

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

J. Compensation Adjustments for Non-Regular Employees

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

- 1 (2) A non-regular employee who is moved from the position in which the
 2 employee was serving a probational appointment to another position assigned
 3 to the same salary range shall continue at the same basic rate of pay.
 4 (3) A non-regular employee who is moved from the position in which the
 5 employee was serving as a temporary appointment to another position in the
 6 same class and in the same department shall continue at the same basic rate
 7 of pay.
 8 (4) Non-regular employees serving temporary appointments who are converted
 9 to initial probational or permanent appointments in the same positions that
 10 the employees were serving temporary appointments will continue to receive
 11 the same basic rate of pay they were receiving while serving temporary
 12 appointments.
 13 (5) The compensation of a non-regular employee after a personnel transaction
 14 other than as described in subsections K.(2), K.(3), and K.(4), shall be at the
 15 initial step of the salary range.
- 16 K. Compensation Adjustments for Exempt Employees Accepting Civil Service
 17 Appointments, Or Whose Exempt Positions Are Converted to Civil Service
 18 Positions.
- 19 (1) Exempt employees who move to civil service positions or who are granted
 20 civil service status pursuant to legislation shall not have the transaction
 21 considered as promotions, transfers, or demotions. Such transactions shall be
 22 considered new appointments and pay adjustments upon these new
 23 appointments shall be as prescribed in this section.
- 24 (2) An exempt employee who is granted civil service status pursuant to legislation
 25 shall retain the basic rate of pay the employee was receiving immediately prior
 26 to being granted civil service status; provided:
- 27 (a) If the employee's rate of pay falls between two steps in the salary
 28 schedule, the employee shall be compensated at the lower step.
- (b) If the employee's rate of pay falls below the minimum step of the salary
 schedule, the employee shall be compensated at the minimum step.
- (c) If the employee's rate of pay falls above the maximum step of the salary
 schedule, the employee shall be compensated at the maximum step.
- (3) Exempt employees selected from an open competitive list to civil service
 positions other than as described in subsection L.(1), shall be compensated
 at the initial step of the salary range.
- L. Compensation Adjustments for Employees Moving to Exempt Appointments.
 Movements of employees to exempt positions shall not be classified as
 promotions, transfers, or demotions, but shall be considered as new
 appointments and compensation adjustments upon these new appointments shall
 be as follows:
- (1) The employee shall be compensated at the prescribed statutory rate for the
 exempt position; or,

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

3 M. Compensation Adjustments for Regular Employees Serving Limited Term
4 Appointments, Temporary Appointments, or New Probational Appointments
5 in Another Position.

6 (1) Regular employees serving limited term appointments, temporary
7 appointments, or new probational appointments, who are promoted,
8 transferred, or demoted, or whose permanent position is reallocated or
9 repriced shall have their compensation adjusted from their permanent
10 positions pursuant to sections B., C., D., E., or F., as applicable, except as
11 follows:

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

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

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

23 N. Compensation Adjustments Following an Intergovernmental Movement Made
24 Pursuant to Law.

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

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

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

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

O. Step Movement.

(1) Definitions – The following definitions shall be applicable to this subsection:

(a) "Step movement" means an increase of an employee's basic rate of pay to
the next higher step within the pay range which may be granted as

1 provided in Section 32. Wages.

2 (b) "Service anniversary date" means the date the employee is granted a step
3 movement, which shall be the anniversary of the employee's last date of
4 hire (adjusted for periods of time not creditable as provided in subsection
5 (3) below).

6 (c) "Service" means employment service for the Employer in an existing or
7 previously existing class or position which is or has been included in or
8 excluded from the bargaining unit for which the Union is certified as the
9 exclusive bargaining representative under the provisions of the Hawaii
10 Collective Bargaining in Public Employment Law. Service shall include
11 service in all Employer jurisdictions.

12 (2) Eligibility for Step Movement – Any employee at a step or rate below the
13 maximum step of the pay range shall be eligible for and shall receive a step
14 movement on the employee's service anniversary date, provided the employee
15 has completed the cumulative years of service corresponding to the next
16 higher step as specified in the following:

| | Cumulative |
|-----------|-------------------------|
| Step | Years of Service |
| E | 0<4 |
| F | 4<7 |
| G | 7<10 |
| H | 10<13 |
| L1 | 13<16 |
| L2 | 16<19 |
| L3 | 19<22 |
| L4 | 22< <u>25</u> [or more] |
| <u>L5</u> | <u>25 or more</u> |

17 (3) Creditable Service for Step Movement.

18 (a) Service throughout a work year shall be creditable for step movement
19 provided that:

- 20 1. absences without pay, except as provided in (b) below; or
21 2. absences due to suspension shall be considered time not creditable
22 and shall be made up by rendering a period of service equal to the
23 time not creditable.

24 (b) A period of authorized leave without pay for the following purposes shall
25 be construed as creditable service:

- 26 1. to pursue a course of instruction relating to the employee's work,
27 2. to engage in research, relating to the employee's work,
28 3. to render services at the State legislature,
4. to serve on loan by contract to another government,
5. to be on sabbatical leave,
6. to be on military service,

1 7. to recuperate from an injury for which weekly workers' compensation
2 payments are made,

3 8. to work in an exempt position.

4 **P. Other Compensation Adjustments.**

5 Compensation adjustments not expressly provided for by this Section but
6 necessitated by authorized personnel movements or situations shall be made by
7 the director of personnel services, or director of civil service, as applicable;
8 provided that consultation shall take place with the Union prior to effecting any
9 adjustment under this section.

10 As a result of discussions between the Union and the Employer concerning the
11 Unit 11 salary schedule with its single rate pay range which is applicable to the
12 entry level for non-regular employees; and concerning compensation adjustments
13 affecting regular employees who are not in Bargaining Unit 11 (BU 11) but are
 promoted, transferred or demoted to BU 11, the Employer will adhere to the
 following interpretation:

 Entry to the Unit 11 salary schedule shall be at the lowest step. All jurisdictions
 will interpret their personnel rules so that the Unit 11 salary schedule will be
 considered as a "compressed salary schedule with a single rate pay range."

Bargaining Unit 11
Tentative Agreement
Union: RFL
Employer: RFL
Date: 3/15/2013

1 **SECTION 10. PLACEMENT AND TRANSFER.**

2
3 A. Placement of Employees: The placement of employees within each fire
4 department shall be the responsibility of the respective fire chiefs or designees.
5 However, the placement [~~or assignment~~] of employees shall not be utilized as a
6 disciplinary measure. The placement of employees shall be for legitimate operational
7 reasons and due consideration shall be given for cases involving personal hardship. If
8 an employee who is placed [~~or reassigned~~] requests, the employee shall be furnished
9 specific reasons for such action within ten (10) business days of the employee's request.

10
11 B. Employee Transfer Requests: [~~An employee~~] Employees may submit [a] written
12 requests to the fire chief or [~~appropriate superior officer~~] designee to be considered for
13 [~~assignment~~] transfer to another company, station or work [~~place~~] site and shall receive
14 written acknowledgment of such request from the fire chief or designee. [~~The fire chief~~
15 ~~may establish dates upon which all such requests shall expire and become invalid.~~]
16 [~~The~~] Such requests shall indicate the employee's preference or preferences and the
17 reason for the request, [~~and all~~] All valid employee requests shall be given full
18 consideration [~~whenever reassignments are made by the fire department~~] by the fire
19 chief or designee. Insofar as practicable, grade seniority shall be given priority (overall
20 department seniority prevails in the event of a tie). In the event that two or more
21 qualified employees request [~~assignment~~] a transfer to the same position at a
22 company, station or work site, no preference for transfer [~~or placement~~] shall be given
23 based on the submission date of the employees' requests. The fire chief or designee
24 may establish dates upon which all such requests shall expire and become invalid. A
25 union representative shall have access to the appropriate transfer list upon request.

Bargaining Unit 11
Tentative Agreement
Union: PSL
Employer: E. L.
Date: 3/15/2013

1 SECTION 12. PROMOTIONS.
2

3 Promotions in the fire departments shall be made on the basis of merit, efficiency
4 and fitness as ascertained by examination which, so far as practicable, shall be
5 competitive.

6 The fire chief or designee shall consult with the union prior to the implementation
7 of any substantive changes to the promotional process.

8 An employee selected for promotion must meet the employer-established
9 minimum qualifications.

10 Other factors being relatively equal, grade seniority shall be given priority (overall
11 department seniority prevails in the event of a tie).

12 Prior to placement, the fire chief or designee shall make all employees selected
13 for promotion aware of the vacant positions available for placement and allow them to
14 identify their preferences. Each jurisdiction shall develop a procedure in good faith
15 consultation with the Union to address employee preferences.

16 An employee who is certified from an eligible list for promotion but not selected
17 shall, upon written request submitted within 10 calendar days of nonselection, be
18 entitled to an individual conference with the appointing authority or designated
19 representative to discuss the reasons for such nonselection and the employee's
20 promotion potential.

Bargaining Unit 11
Tentative Agreement
Union: RSL
Employer: Ryan
Date: 3/15/2013

1 SECTION 14. DUTIES.

2

3 Employees shall be assigned duties and responsibilities reasonably related to fire
4 operations services. Such duties shall consist of prevention, control and extinguishment
5 of fires; protection of life and property; search and rescue activities; HAZMAT and
6 medical emergencies, which may also include dual-role fire based EMS functions;
7 necessary auxiliary administrative and official service functions of the Fire Department;
8 and other emergency duties prescribed by public safety.

9 All other assignments of duties and responsibilities to employees shall be
10 consistent with the mission of the county, public policy, rules and regulations, services
11 required under public health and safety, or emergency conditions. There shall be no
12 assignment of off-duty employees to funerals or other activities related thereto.

Bargaining Unit 11
Tentative Agreement
Union: UAW
Employer: [Signature]
Date: 3/15/2013

1 SECTION 16. DISCIPLINE.

2

3 [A.] Employees shall not be disciplined without just and proper cause. The employer
4 shall provide written notice of all verbal reprimands (if documented), written
5 reprimands, suspensions, and dismissals to the employee and union within ten (10)
6 business days after the effective date of the disciplinary action. Grievances regarding
7 these matters shall be handled in accordance with the provisions of Section 18.
8 Grievance Procedure.

Attachment H

Bargaining Unit 11
Tentative Agreement

Union: IAA

Employer: R T

Date: 12-14-11

Section 25. STAND-BY DUTY.

An employee shall be deemed to be on stand-by duty when assigned by the head of the department or other superior to remain at home or some other designated place or to remain in radio or telephone contact for a specified period for the purpose of responding to calls for immediate service after the employee's normal hours of work, or on weekends or holidays.

For each calendar day or portion thereof of stand-by duty:

- A. Forty-hour employees shall be paid an amount equal to 25% of the employee's daily pay rate;
- B. Twenty-four hour employees shall be paid an amount equal to 25% of the employee's 53-hourly rate of pay times the number of hours assigned on stand-by duty.

Bargaining Unit 11
Tentative Agreement
Union: RUL
Employer: R.H.M.
Date: 3/15/2013

1 SECTION 33. VACATIONS.

2

3 Employees other than those assigned to ~~[24-hour]~~ twenty-four (24) hour shifts shall
4 earn vacation leave at the rate of one and three-quarters (1 3/4) working days for each
5 month of service. If such employee renders less than a month of service, the
6 employee's vacation allowance shall be computed as follows:

| 7 | Actual Days of Service | Working Days of Leave |
|----|------------------------|-----------------------|
| 8 | 1 to 3 | 0 |
| 9 | 4 to 6 | 1/2 |
| 10 | 7 to 9 | 3/4 |
| 11 | 10 to 12 | 1 |
| 12 | 13 to 15 | 1-1/4 |
| 13 | 16 to 18 | 1-1/2 |
| 14 | 19 or more | 1-3/4 |

15 Employees assigned to ~~[24-hour]~~ twenty-four (24) hour work shifts shall earn
16 vacation leave at the rate of ten (10) working shifts for each year of service. If such
17 employee renders less than a year of service, the employee's vacation allowance for
18 such year shall be computed on the basis of one-twelfth (1/12) of one (1) full year's
19 leave for each month of service. If such employee works less than a calendar month
20 for which less than a full month's salary is received, the employee shall earn two (2)
21 hours vacation leave for each working shift not to exceed twenty (20) hours per month.

22 When a change occurs to an employee's work shift between the ~~[24-~~
23 ~~hour]~~ twenty-four (24) hour schedule and other schedules, the employee's vacation
24 credits shall be converted to the equivalent amount for the currently assigned work
25 shift.

26 Except as hereinafter otherwise provided, vacation allowance shall accrue to an
27 employee while on authorized leave with pay.

28 No vacation shall accrue:

- 1 A. During the period of any vacation leave or sick leave granted when the
2 employment terminates or is to terminate at the end of such leave;
- 3 B. While the employee is on leave without pay, except for the period the
4 employee is on leave for disability and is being paid workers' compensation
5 therefor;
- 6 C. During any period of valid suspension for disciplinary reasons;
- 7 D. During any period of unauthorized leave;
- 8 E. During any period the employee is on sabbatical leave.

9 An employee serving on an emergency, temporary appointment outside the list,
10 or a provisional appointment shall not be entitled to a vacation with pay. However, a
11 provisional appointee shall be entitled to earn and accrue vacation allowances during
12 the term of the provisional appointment and if upon termination of such provisional
13 appointment the employee receives probationary or limited term or permanent
14 appointment in the same position, the employee shall be credited with the allowances
15 earned and accrued during the provisional appointment and if the employee does not
16 become such limited term, probationary or regular employee, the vacation allowance
17 shall be automatically forfeited. It is provided, however, that a regular employee who
18 receives a promotion through a provisional appointment shall be
19 considered to be a regular employee and shall continue to earn vacation allowance.

20 It shall be the duty of an employee desiring to take vacation leave to submit to
21 the ~~[department head]~~fire chief or designee, an application for such vacation on a
22 form prescribed by the [E]employer.

23 Such application must be filed at least fifteen (15) days prior to the proposed
24 commencement date of such vacation to enable the ~~[department head]~~fire chief or
25 designee concerned to make the necessary arrangements for any readjustment of
26 work in the department. If advance notice is not given as required, the ~~[department~~
27 ~~head]~~fire chief or designee may deny the vacation request. However, the
28 ~~[department head]~~fire chief or designee may waive the requirement of advance
29 notice when emergency situations or extraordinary circumstances arise.

30 When a vacation is requested upon proper application by an employee, ~~[it shall~~
31 ~~be granted to and taken by the employee at such time or times as the department~~
32 ~~head may designate. However, wherever possible,]~~ the ~~[department head]~~fire chief or

1 designee shall grant the vacation as requested or as close to the requested period as
2 the exigencies or conditions of the department will permit so as to prevent any
3 forfeiture of vacation allowance.

4 When a vacation is granted it may include, at the request of the employee, all
5 accumulated and accrued vacation allowance up to the end of the employee's last
6 full month of service immediately preceding the commencement of the vacation;
7 provided, an employee shall not be granted or permitted to take a vacation in any
8 calendar year in excess of ninety (90) working days or forty-four (44) working shifts in the
9 case of employees assigned to ~~[24-hour]~~twenty-four (24) hour work shifts.

10 In an emergency, [A]an employee may be recalled to duty before the
11 expiration of any granted vacation when, in the opinion of the [department head]fire
12 chief or designee, the employee's services are required. In such event the employee
13 shall be paid for all work performed at the rate of one and one-half (1 ½) times the
14 employee's regular rate of pay, to also include all premium pay and differentials, during
15 the portion of the employee's vacation that is affected. The employee shall also be
16 credited with vacation allowance for the unused portion of the granted vacation and
17 the same shall be automatically accumulated. Furthermore, the employer shall
18 reimburse non-refundable travel and lodging expenses, such as but not limited to airline
19 tickets, hotel reservations, rental car, etc., incurred by the employee.

20 As used herein, a working day shall mean a calendar day during which an
21 employee performs the employee's assigned duties during the employee's scheduled
22 hours and receives pay therefor. As used herein, a working shift shall mean a
23 scheduled twenty-four (24) hour tour of duty during which such employees perform their
24 assigned duties and receive pay therefor.

25 With the exception of employees assigned to ~~[24-hour]~~twenty-four (24) hour work
26 shifts, an employee may not accumulate more than fifteen (15) days of vacation
27 allowance per calendar year, unless prior approval is secured by the employee from
28 the department head for the accumulation of the full amount, said accumulation to be
29 granted only for good cause shown.

30 Any employee may accumulate for the succeeding calendar year or years such
31 unused portion of vacation allowance as is permitted above, provided that the total
32 accumulation shall not exceed ninety (90) working days or forty-four (44) working shifts

1 in the case of employees assigned to ~~[24-hour]~~twenty-four (24) hour work shifts, as of the
2 end of the calendar year. Such accumulation shall be automatic.

3 Whenever the employee's accumulated vacation allowance at the end of any
4 calendar year exceeds ninety (90) working days or forty-four (44) working shifts in the
5 case of employees assigned to ~~[24-hour]~~twenty-four (24) hour work shifts, the employee
6 shall automatically forfeit such excess; provided the employee shall be given pay in lieu
7 of vacation to the extent of such excess, if, upon investigation by the ~~[PERSONNEL~~
8 ~~director]~~Comptroller of the State or the respective county director of finance, it is found
9 that the excess vacation credit resulted from the employee's inability to be allowed
10 vacation time off because of orders of the appointing authority.

11 Nothing contained in these rules shall be construed to require the forfeiture or to
12 prohibit the taking of any vacation which is commenced on or before the last working
13 day of any calendar year. Such vacation may be so granted notwithstanding the fact
14 that the recording of the current accrued vacation for such year on the last day
15 thereof may result in an accumulation of more than ninety (90) working days or forty-
16 four (44) working shifts in the case of employees assigned to ~~[24-hour]~~twenty-four (24)
17 hour work shifts, including the vacation so granted. The period of such vacation shall
18 be regarded for all purposes as if the same had been taken entirely prior to the last day
19 of such calendar year.

20 Whenever an employee is unable to utilize excess vacation leave because of
21 sickness or injury, the employee shall be required to take such excess vacation
22 immediately upon return to work.

23 Whenever a termination of services takes place, the employee shall be paid as
24 follows:

25 A. For employees hired on or before June 30, 1997, the employee is to be paid
26 for vacation allowance either in a lump sum or in the normal manner. However, when
27 payment in a lump sum is made, the sum payable for vacation allowance shall be
28 equal to the amount of compensation to which the employee would be entitled or
29 which the employee would be allowed during the vacation period if the employee
30 were permitted to take the employee's vacation in the normal manner. It is provided
31 that whenever an employee is discharged for cause, the lump sum vacation allowance
32 payable shall be computed on the basis of the employee's accumulated vacation

1 hours multiplied by the employee's hourly rate of pay as of the effective date of
2 discharge.

3 B. For employees hired on or after July 1, 1997, the employee is to be paid for
4 vacation allowance in a lump sum computed on the basis of the employee's
5 accumulated vacation hours multiplied by the employee's hourly rate of pay as of the
6 effective date of termination.

7 C. In the event that an employee is rehired by the [E]employer without a break
8 in service and continues to earn vacation allowance, such a payment shall not be
9 made.

10 An employee who, by reason of accident arising out of and in the course of
11 employment with the [E]employer or by disease proximately caused by or resulting from
12 such employment is entitled to accidental injury leave compensation under Section 35
13 of this [A]agreement, or temporary total disability compensation under Chapter 386,
14 Hawaii Revised Statutes, as amended, may apply for vacation leave, as well as file a
15 claim for workers' compensation or accidental injury leave compensation. The
16 employee shall be entitled to receive vacation leave, the pay for which shall be the
17 difference between the employee's regular salary and the temporary total disability
18 workers' compensation or accidental injury leave compensation;
19 provided the employee has accumulated vacation leave credits from which the pay
20 shall be deducted.

4 Section 34. SICK LEAVES.

Attachment J

5 Sickness - Any physical or mental disability not willfully or intentionally
6 provoked by the employee, preventing the performance of the employee's regular or
7 usual duties but excluding physical disabilities suffered by the employee while
8 gainfully performing work other than for the Employer.

9 Employees other than those assigned to 24-hour work shifts shall earn sick
10 leave with pay at the rate of one and three-quarters working days for each month of
11 service. If an employee renders less than a month of service, the employee's sick leave
12 allowance shall be computed as follows:

| Actual Days of Service | Working Days of Leave |
|------------------------|-----------------------|
| 1 to 3 | 0 |
| 4 to 6 | ½ |
| 7 to 9 | ¾ |
| 10 to 12 | 1 |
| 13 to 15 | 1¼ |
| 16 to 18 | 1½ |
| 19 or more | 1¾ |

17 As used herein with respect to sick leave allowances for employees other than
18 those assigned to 24-hour work shifts, a working day shall mean a calendar day
19 during which an employee performs the employee's assigned duties during the
20 employee's scheduled hours and receives pay therefor. As used herein a working shift
21 shall mean a scheduled twenty-four (24) hour tour of duty during which such
22 employees perform their assigned duties and receive pay therefor.

23 All employees assigned to 24-hour work shifts shall earn sick leave with pay
24 at the rate of ten (10) working shifts for each year of service. If such employee
25 renders less than a year of service, the employee's sick leave allowance for such year
26 shall be computed on the basis of one-twelfth (1/12) of one (1) full year's leave for
27 each month of service. If an employee assigned to 24-hour work shifts renders less
28 than a month of service, the employee shall earn two (2) hours of sick leave for each
working shift not to exceed twenty (20) hours per month.

When a change occurs to an employee's work shift between the 24-hour
schedule and other schedules, the employee's sick leave credits shall be converted to
the equivalent amount for the currently assigned work shift.

Except as herein otherwise provided, sick leave allowance shall accrue to an
employee while on authorized leave with pay.

1 No sick leave allowance shall accrue:

- 2 A. During the period of any sick leave or vacation leave granted when
the employment is to terminate at the end of such leave;
- 3 B. While the employee is on leave without pay, except for the period the
employee is on leave for disability and is being paid workers'
4 compensation therefor;
- 5 C. During any period of valid suspension for disciplinary reasons;
- 6 D. During any period of unauthorized leave;
- 7 E. During any period the employee is on sabbatical leave.

8 Earned sick leave may be accumulated by an employee. The unused sick leave
accumulated shall be credited to the employee's account for subsequent use in the
9 event of sickness. Such unused sick leave may be accumulated without limitation and
sick leave shall be administered on a calendar year basis and recorded at the end of
each calendar year.

10 Employees shall be charged with sick leave only for absence on account of
sickness on days or shifts upon which, but for such sickness, they would normally
11 have worked and received pay.

12 Notification of absence on account of sickness shall be given, by or on behalf
of the employee, as soon as possible on the first day of absence or if that is
impracticable as soon thereafter as circumstances permit. If proper notification, as
13 prescribed herein has not been given, such absence may, in the discretion of the Fire
Chief or designee [department head], be charged to vacation allowance or leave
14 without pay.

15 An employee shall file an application for sick leave on a form prescribed by
the Employer on the first workday the employee reports for duty at the employee's
16 regular place of work. If the employee fails to apply for sick leave as required, the
absence may, at the discretion of the Fire Chief or designee [department head], be
17 charged to leave without pay. In the event that such employee dies before the
expiration of said five calendar days or before returning to duty, the employee's
18 executor or administrator or spouse or Fire Chief or designee [department head], if
the Fire Chief or designee [department head] deems it proper, shall file such
19 application within six months after the employee's death. Sick leave shall not be
20 granted unless the employee's absence from work was necessary because of sickness.

21 The employee shall submit a licensed physician's certificate for absences of
22 five (5) or more consecutive calendar days and/or ~~for more than two (2) [or more]~~
~~consecutive working shifts for 24-hour employees~~ for absences due to sickness. Such
23 certificate shall be required 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
24 resume the duties of the position, irrespective of what type of leave is charged. When
an abuse of sick leave is suspected due to a pattern of absences which includes but is
25 not limited to 1) absences of short duration or 2) absences before or after days off,
holidays or pay days, the Employer may require the employee to submit a licensed
26 physician's certificate to verify any absence due to sickness.

27 Whenever it is deemed necessary, particularly when an abuse is indicated, a
28 Fire Chief or designee [department head] shall have the authority to investigate any

1 absence for which sick leave is requested. The Fire Chief or designee [~~department~~
2 ~~head~~] may require the employee to be examined by an Employer appointed physician
3 at no cost to the employee. Upon finding that the employee's claim of sickness was
4 falsely made, the Fire Chief or designee [~~department head~~] shall take appropriate
5 disciplinary action.

6 Upon application by the employee, sick leave when granted may include all
7 sick leave allowance as of the last full month of service immediately preceding the
8 commencement of the sick leave, or as much thereof as is needed to permit the
9 employee to recover from the sickness.

10 When sickness lasting one (1) or more consecutive working days or one (1)
11 or more 24-hour working shifts occurs during vacation, the period of sickness may
12 be charged as sick leave, upon proof of such sickness satisfactory to the Fire Chief or
13 designee [~~department head~~], and the charge against vacation allowance may be
14 reduced accordingly. Application for such substitution of sick leave for vacation shall
15 be made within five calendar days after expiration of the vacation during which the
16 sickness occurred.

17 Additional sick leave with pay, in excess of that which the officer or employee
18 is entitled to, may be granted with the written approval of the respective Mayors or
19 Governor; provided that, due consideration shall be given to the length of service of
20 the particular employee requesting an excess of that to which the employee is
21 entitled. No employee shall be granted additional sick leave unless all earned and
22 accumulated sick leave allowance and vacation allowance have been exhausted.

23 An employee who, by reason of accident arising out of and in the course of
24 employment with the Employer or by disease proximately caused by or resulting from
such employment is entitled to accidental injury leave compensation under Section
35 of this Agreement or temporary total disability compensation under Chapter 386,
Hawaii Revised Statutes, as amended, may apply for sick leave, as well as file a claim
for workers' compensation or accidental injury leave compensation. The employee
shall be entitled to receive sick leave, the pay for which shall be the difference
between the employee's regular salary and the temporary total disability workers'
compensation or accidental injury leave compensation; provided the employee has
accumulated sick leave credits from which the pay shall be deducted. If the employee
claims compensation for the same disability period other than the difference between
the employee's regular salary and the temporary total disability workers'
compensation or accidental injury leave compensation, any payments on account of
such sick leave shall be deemed to be voluntary payments for the purpose of Chapter
386 and Chapter 79, Hawaii Revised Statutes, as amended, and be applied
accordingly.

1 **SECTION 36. LEAVE OF ABSENCE FOR DEATH IN FAMILY.**

2 When death occurs to a member of an employee's immediate family, the employee
3 shall be entitled to [three (3) days] twenty-four (24) hours of leave for death in family
4 with pay which shall not be deducted from any other leave to which the employee
5 may be entitled. [;provided an employee assigned to twenty-four (24) hour working
6 shifts shall be entitled to leave with pay for one (1) working shift).]

7 For the purpose of this section, immediate family is defined as: parents, step
8 parents, brothers, sisters, spouses, natural, legally adopted or step children, parents-in-
9 law, grandparents, grandchildren or an individual who has become a member of an
10 immediate family through the Hawaiian "Hanai" custom. Provided, however, an
11 individual affected by the "Hanai" relationship shall be entitled to utilize [funeral] leave
12 for death in family only for those members of the employee's immediate family resulting
13 from the "Hanai" relationship.

14 [Death in family leave] Leave for death in family shall be granted on the days
15 and shifts designated by the employee. For purposes of this section, the request shall
16 be for the entire period of the employee's work schedule, i.e., 8-hour day or 24-hour
17 shift, unless otherwise approved by the Fire Chief. In the event of a work schedule other
18 than an 8-hour day or 24-hour shift, the employee may utilize vacation, compensatory
19 time off or leave without pay to cover the remaining period of the work schedule.
20 [provided it is taken] The leave shall be taken within a reasonable period of time after
21 such a death[.], as determined by the Fire Chief.

Bargaining Unit 11
Tentative Agreement
Union: PHL
Employer: [Signature]
Date: 12/14/2011

Section 38. LEAVES OF ABSENCE.

Leaves of absence without pay shall be in accordance with existing rules, regulations and statutes except as may be supplemented herein. Changes to the above mentioned rules and regulations subsequent to the effective date of this Agreement shall not be applicable to employees covered hereby except by mutual consent.

Employees who are entitled to leaves of absence as provided herein shall not thereby lose any other rights or benefits to which they may otherwise be entitled.

Attachment M

Bargaining Unit 11
Tentative Agreement

Union: IAAF

Employer: San Jose

Date: 12-14-11

Section 41. COMPANY STAFFING

The Employer shall endeavor to maintain its fire service staffing in accordance with nationally recognized standards and to maintain a qualified helicopter pilot on duty during all scheduled duty hours in jurisdictions which employ helicopter pilots, as operationally required.

An employee who is called back to duty to meet requirements of company staffing shall be paid at the appropriate overtime rate. Employers who determine the need for an Employer company staffing policy for 56-hour employees shall develop staffing procedures in consultation with the Union.

Bargaining Unit 11
Tentative Agreement
Union: RAI
Employer: JA
Date: 11/13/2013

1 **Section 50. Hawaii Employer-Union Health Benefits Trust Fund**

2

3 Subject to the applicable provisions of Chapters 87A and 89, Hawaii Revised
4 Statutes, the Employer shall pay monthly contributions to the Hawaii Employer-
5 Union Health Benefits Trust Fund ("Trust Fund" or EUTF) as follows:

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

8 **B. Effective 7/1/13**

9 Effective July 1, 2013 for plan year 2013 – 2014, the Employer shall pay monthly
10 contributions which include the cost of the Trust Fund administrative fees to the
11 Trust Fund, not to exceed the monthly contribution amounts as specified below:

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

14 **BENEFIT PLAN TOTAL MONTHLY CONTRIBUTION**

| | | |
|----|---|----------|
| 15 | a. Medical (PPO or HMO) (drug & chiro) | \$208.38 |
| 16 | b. Dental | \$18.36 |
| 17 | c. Vision | \$3.62 |
| 18 | d. Dual coverage (medical, drug, chiro) | |
| 19 | (1) HMSA | \$136.94 |
| 20 | (2) Royal State | \$26.54 |
| 21 | e. Stand-alone Drug Plan | \$42.60 |

22 The Employer shall pay the same monthly contribution for each Employee-
23 Beneficiary enrolled in a self-only medical plan (PPO or HMO), regardless of
24 which plan is chosen.

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

BENEFIT PLAN TOTAL MONTHLY CONTRIBUTION

| | |
|---|----------|
| a. Medical (PPO or HMO) (drug & chiro) | \$505.10 |
| b. Dental | \$36.72 |
| c. Vision | \$6.68 |
| d. Dual coverage (medical, drug, chiro) | |
| (1) HMSA | \$331.64 |
| (2) Royal State | \$65.28 |
| e. Stand-alone Drug Plan | \$103.34 |

The Employer shall pay the same monthly contribution for each Employee-Beneficiary enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.

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

BENEFIT PLAN TOTAL MONTHLY CONTRIBUTION

| | |
|---|----------|
| a. Medical (PPO or HMO) (drug & chiro) | \$644.28 |
| b. Dental | \$60.36 |
| c. Vision | \$8.76 |
| d. Dual coverage (medical, drug, chiro) | |
| (1) HMSA | \$423.16 |
| (2) Royal State | \$73.76 |
| e. Stand-alone Drug Plan | \$131.82 |

The Employer shall pay the same monthly contribution for each Employee-Beneficiary enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$4.16 per month which reflects one hundred percent (100%) of the monthly premium and administrative fees.

C. Effective July 1, 2014

Effective July 1, 2014 for plan year 2014-2015, with the exception of items 1a., 2a., 3a, and 4, which shall be the dollar amounts noted, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium

1 rates for Bargaining Unit 11 established by the Trust Fund Board for the
2 respective health benefit plan, plus sixty percent (60%) of all administrative fees:

3 1. The amounts paid by the Employer shall be based on the plan year
4 2014-2015 final monthly premium rates established by the Trust Fund for each
5 Employee-Beneficiary with no dependent-beneficiaries enrolled in the following
6 Trust Fund health benefit plans:

- 7 a. Medical (PPO or HMO) (drug & chiro) \$218.38
- 8 b. Dental
- 9 c. Vision
- 10 d. Dual coverage (medical, drug, chiro)
 - 11 (1) HMSA
 - 12 (2) Royal State
- 13 e. Stand-alone Drug

14 The Employer shall pay the same monthly contribution for each
15 Employee-Beneficiary enrolled in a self only medical plan (PPO or HMO),
16 regardless of which plan is chosen.

17 2. The amounts paid by the Employer shall be based on the plan year
18 2014-2015 final monthly premium rates established by the Trust Fund for each
19 Employee-Beneficiary with one dependent-beneficiary enrolled in the following
20 Trust Fund health benefit plans:

- 21 a. Medical (PPO or HMO) (drug & chiro) \$525.10
- 22 b. Dental
- 23 c. Vision
- 24 d. Dual coverage (medical, drug, chiro)
 - 25 (1) HMSA
 - 26 (2) Royal State
- 27 e. Stand-alone Drug

28 The Employer shall pay the same monthly contribution for each
29 Employee-Beneficiary enrolled in a two-party medical plan (PPO or HMO),
30 regardless of which plan is chosen.

31 3. The amounts paid by the Employer shall be based on the plan year

1 2014-2015 final monthly premium rates established by the Trust Fund for each
2 Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the
3 following Trust Fund health benefit plans:

- 4 a. Medical (PPO or HMO) (drug & chiro) \$674.28
- 5 b. Dental
- 6 c. Vision
- 7 d. Dual coverage (medical, drug, chiro)
- 8 (1) HMSA
- 9 (2) Royal State
- 10 e. Stand-alone Drug

11 The Employer shall pay the same monthly contribution for each
12 Employee-Beneficiary enrolled in a family medical plan (PPO or HMO),
13 regardless of which plan is chosen.

14 4. For each Employee-Beneficiary enrolled in the Trust Fund group
15 life insurance plan, the Employer shall pay no more than \$4.12 per month which
16 reflects one hundred percent (100%) of the monthly premium. The employer
17 shall also pay one hundred percent (100%) of all administrative fees.

18 D. No later than three (3) weeks after the Trust Fund Board formally
19 establishes and adopts the final premium rates for Fiscal Years 2014-2015,
20 2015-2016, and 2016-2017 the Office of Collective Bargaining shall distribute the
21 final calculation of the Employers' monthly contribution amounts for each health
22 benefit plan.

23 E. Should the Trust Fund Board eliminate any significant portion (e.g. the
24 elimination of prescription drug benefits in the medical plan) or part of a Trust
25 Fund health benefit plan or adopt a new plan, this Section shall be reopened for
26 the purpose of renegotiating the Employers' monthly contribution amounts.

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

- 31 1. When rounding to the nearest cent results in an even amount, such

1 even amount shall be the Employer's monthly contribution. For example:

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

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

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

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

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

9 Employer contributions effective July 1, 2013 reflect the rounding
10 described in item F.

11 Employer contributions effective July 1, 2014, July 1, 2015 and July 1,
12 2016 shall be rounded as described in item F after administrative fees have been
13 determined by the Trust Fund Board.

14 G. This section may be reopened by either party to determine the Employer
15 contributions for the plan years 2015-2016 and 2016-2017 by giving written
16 notice to the other party of its intent to reopen by January 31, 2015.

17 In the event the parties reach agreement on this reopened article, such
18 amended article shall be effective no earlier than July 1, 2015, and shall remain
19 in effect to and including June 30, 2017.

20 H. If an agreement covering period(s) beginning July 1, 2015 to June 30,
21 2017 is not executed by June 30, 2015, employer contributions to the Trust Fund
22 shall be the same monthly contribution amounts paid in plan year 2014-2015 for
23 the Health Benefit Plan approved by the Trust Fund including monthly
24 administrative fees.

25 I. If an agreement covering periods beginning July 1, 2017 is not executed
26 by June 30, 2017, employer contributions to the Trust fund shall be the same
27 monthly contribution amounts paid in plan year 2016 -2017 for the Health Benefit
28 Plan approved by the Trust Fund including monthly administrative fees.

Section 55. DURATION

Attachment O

This Agreement shall become effective as of July 1, 20[07]11 and shall remain in effect to and including June 30, 20[11]17. It shall be renewed thereafter in accordance with the statutes unless either party hereto gives written notice during the period January 1, 20[10]16 to January 31, 20[10]16 to the other party of its desire to modify, amend or terminate the Agreement. The results of these negotiations shall not cause salaries or other compensation to be reduced. Notices served under this Section shall be in writing and shall be accompanied by complete specific proposals of the notifying party, together with the sections which the proposals seek to modify, amend or terminate.

This Agreement may be reopened by either party by giving written notice and complete specific proposals to the other party during the period January 1, 2015, to January 31, 2015. Each party may reopen no more than four (4) Sections, excluding Section 32 (wages). In the event the parties reach agreement on any reopened section, such amended Sections(s) shall be effective no earlier than July 1, 2015, and shall remain in effect to and including June 30, 2017.

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NEW SECTION. LEAVE PENDING INVESTIGATION OF CHARGES

Whenever an investigation of charges made against an Employee is pending, the Employer shall have the discretion, and such discretion shall be exercised reasonably, to:

- A. Retain the Employee in active duty status;
- B. Place the Employee on leave of absence with pay;
- C. Reassign the Employee to another work unit or area and in the same or different capacity; or
- D. If 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:
 1. 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.
 2. 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 subsections A, B, & C above.
 3. 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.
 4. Disciplinary or Discharge Action Resulting From an Investigation of Charges.
 - a) 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.
 - b) 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.

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

Bargaining Unit 11
Tentative Agreement
Union: RAU
Employer: A
Date: 11/13/2013

1 Section 26. TRAVEL ALLOWANCE.

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

6 An employee who is directed while off duty to report to work at other than
7 the employee's regularly assigned station shall be entitled to travel to the
8 temporary station during work time. In such a situation, when the Employer
9 requires the employee to use the employee's private vehicle for such purposes,
10 the employee shall be entitled to mileage reimbursement from the regularly
11 assigned station to the temporary station. At the end of such temporary station
12 assignment, the employee shall also be entitled to mileage reimbursement from
13 the temporary station to the regular station assignment.

14 **B. Temporary Change in Station Pay.**

15 **(1) An Employee who is temporarily assigned to report to a fire station**
16 **other than their permanent fire station shall receive a temporary**
17 **change of station pay as follows:**

18 **(a) fifty dollars (\$50) per twenty-four hour work shift or for a**
19 **partial work shift if an employee is required by the Fire Chief**
20 **or designee to pack up and transport their personal living**
21 **items such as their bedding, toiletries, etc. for overnight relief.**
22 **Maximum Temporary Change in Station Pay per employee per**
23 **work shift is fifty dollars (\$50).**

24 **(b) fifty dollars (\$50) for up to three consecutive twenty-four hour**
25 **work shifts, and every additional three consecutive work shifts**
26 **thereafter, at the same temporary location if the employee is**

1 provided a securable locker space to house his or her
2 personal items and department equipment. If a securable
3 locker space is not provided to the employee then B.1. (a)
4 above shall apply.

5 (2) Employees shall not be credited with the Temporary Change in
6 Station Pay when:

7 (a) the Employee requests for a temporary change to a fire station
8 other than their permanent fire station;

9 (b) the Employee is receiving overtime compensation while being
10 assigned to a fire station other than their permanent fire
11 station; or

12 (c) the Employee has been assigned to a fire station other than
13 their permanent fire station because the employee may have
14 committed a work-related offense and/or the employee's
15 presence at the fire station is deemed to be detrimental to the
16 proper conduct of an investigation or the operations of the
17 workplace.

18 (3) For purposes of this section, stations at the Honolulu International
19 Airport shall be considered as one station.

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

- 23 1. If commercial lodging is utilized, the employee shall be paid a travel
24 allowance pursuant to paragraph [D]E.
- 25 2. If commercial lodging is not available, such as in mountainous or other
26 remote areas, the Employer shall provide cabins or tentage and needed
27 camping supplies and equipment. At the employee's option, the Employer
28 shall also provide adequate stores of food or pay each employee \$20 per
29 day in lieu thereof.

30 [G]D. Off-island travel to mountainous or other remote areas.

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

6 2. Notwithstanding the provisions of this paragraph, a mutual agreement may
7 be arranged among employees with the Employer to provide for per diem
8 expenses pursuant to Paragraph [D]E. in lieu of this paragraph.

9 [D]E. Intrastate travel.

10 1. When an employee is required to travel overnight on official business to
11 another island, the employee shall be provided with a per diem of \$80 per
12 24-hour day.

13 2. In the case of official overnight travel time involving a fraction of a day, the
14 allowable claim shall be in terms of quarter-day periods, with the quarter-
15 day periods measured from midnight. In computing the amount of per
16 diem, the official travel time shall begin thirty (30) minutes before the
17 scheduled flight departure time and shall end upon the employee's return
18 to the employee's home airport.

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

22 [E]F. Out-of-state travel.

23 1. When employees are required to travel on official business to areas
24 outside the State of Hawaii, they shall be provided a per diem of \$130 per
25 24-hour day.

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

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

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

7 ~~[F]~~G. Reimbursement for commercial lodging expenses in excess of the
8 lodging rate.

9 Included in the per diem rate designated in Paragraphs ~~[D]~~E, and ~~[E]~~F, shall
10 be a daily allowance for commercial lodging. For intrastate travel, this allowance
11 shall be \$50 per 24-hour day. For out-of-state travel, this allowance shall be \$85
12 per 24-hour day.

13 Whenever an employee's commercial lodging cost exceeds the applicable
14 allowance, the employee shall be entitled to an additional amount added to his or
15 her per diem. This amount shall be equal to the difference of the actual daily
16 cost of commercial lodging and the applicable allowance provided herein,
17 multiplied by the number of days spent on commercial lodging. Unless otherwise
18 waived by the Employer, request for commercial lodging expenses in excess of
19 the allowable shall be made in advance of the employee's trip.

20 ~~[G]~~H. Furnished meals and/or lodging.

21 When meals and/or lodging are furnished at no cost to the employee, the
22 Employer shall continue its present practices in adjusting the per diem amounts.
23 However, the per diem allowance provided herein shall not be adjusted when
24 meals are included in conference programs.

25 ~~[H]~~I. Advanced per diem.

26 Whenever possible, an employee shall receive advanced per diem for official
27 travel. The Employer shall reimburse employees who request reimbursement for
28 excess lodging expenses as soon as possible.

Bargaining Unit 11

Tentative Agreement Draft 3

Union: UAW

Employer: FA

Date: 11/13/2013

1 **Section 27-A. RANK-FOR-RANK RECALL**

2 **A. Effective July 1, 2014:**

3 1. The Employer and Union recognize the need to recall Employees on a rank-for-
4 rank basis to prevent and avoid safety and morale problems. **This section shall**
5 **not interfere with management's rights to manage and recall personnel in**
6 **compliance with this Agreement and existing laws, rules and regulations.**

7 The application of Section 27 (Temporary Assignments) shall be modified to
8 accommodate the [~~pilot voluntary~~] Rank-for-Rank Recall programs for each
9 jurisdiction [~~with respect to scheduled vacations~~].

10 2. [~~Due to recall opportunities for fire fighters~~] **Eligible fire fighters shall be**
11 **offered 12 shifts (288 hours) per fiscal year** via this [~~voluntary~~] program[~~, there~~
12 ~~shall be~~] **with** no premium payments directly related to overtime work such as,
13 but not limited to, compensation for travel time to and from work and mileage
14 reimbursement. **All eligible fire fighters (Fire Fighter II, Fire Fighter III and**
15 **Fire Captain for the Counties and Airport Fire Equipment Operator, Airport**
16 **Fire Lieutenant and Airport Fire Captain for the State) shall notify the Fire**
17 **Chief of their availability for this Rank-for-Rank Recall program as provided**
18 **for in the Rank-for-Rank Recall procedures. Failure to do so shall result in**
19 **the waiver of the fire fighter's opportunity for this Rank-for-Rank Recall**
20 **program. For purposes of this section, fire fighters participating in the**
21 **recall program are not eligible for Temporary Change in Station Pay**
22 **provided in Section 26 B.**

- 1 3. [When] The Fire Chief or designee in each jurisdiction has the sole
2 responsibility to assign[ing] rank-for-rank recall (Fire Fighter II, Fire Fighter III
3 and Fire Captain for the Counties and Airport Fire Equipment Operator, Airport
4 Fire Lieutenant and Airport Fire Captain for the State), ~~[the Employers]~~ and shall
5 in good faith endeavor to assign such overtime work on a fair and equitable basis
6 giving due consideration to operational requirements. Procedures to
7 implement the Rank-for-Rank Recall program including proper and timely
8 notification of availability and eligibility limitations for this program
9 pursuant to 2. above shall be developed in ~~[No changes shall be made in~~
10 ~~existing policies and procedures except following]~~ good-faith consultation
11 between the parties. There shall be no changes in the classifications covered by
12 said policy and procedures.
- 13 4. Each jurisdiction shall, in good faith, meet with the Union at least annually
14 ~~[quarterly during the pilot program]~~ to monitor the costs, the operational
15 efficiency, the equitable distribution of overtime among the various fire fighter
16 ranks and to assess the viability of modifying, continuing or expanding this
17 program prior to the expiration of the Unit 11 Agreement.
18
19

Section 28. BUREAU OPPORTUNITY BENEFIT INCENTIVE.

Employees occupying 40-hour positions assigned to a Bureau via a regular appointment or temporary assignment for a period of fifteen consecutive calendar days or longer shall qualify for a Bureau Opportunity Benefit Incentive. In addition, other employees on designated special "40-hour" assignments by approval of the Fire Chief shall qualify for Bureau Opportunity Benefit Incentive. For purposes of this section, employees performing light or limited duty assignment on a 40-hour basis and Fire Fighter Recruits are not eligible for Bureau Opportunity Benefit Incentive.

Effective July 1, 2005, the amount of the Bureau Opportunity Benefit Incentive is \$350 per month and shall be payable during the pay period following the month in which it was earned. The Bureau Opportunity Benefit Incentive shall be in addition to the employee's regular salary and paid in the same manner as the employee's regular salary. It shall also be treated in the same manner as salary in computing adjustments involving less than a full month's pay, but shall not be used for purposes of computing all types of premium pay and differentials and shall not be affected by such premiums and differentials. The Bureau Opportunity Benefit Incentive shall not be considered as part of the employee's base pay or included in any calculations to determine pay resulting from a promotion, demotion, transfer or other personnel movement. In addition, the Bureau Opportunity Benefit Incentive shall not be part of the employee's base pay for purposes of computing overtime as specified in Section 21.

Covered employees shall continue to receive the Bureau Opportunity Benefit Incentive in performance of temporary assignment to higher level positions covered by this section.

The Bureau Opportunity Benefit Incentive shall not be payable during periods of suspension and leaves without pay and shall be deducted on a prorated basis. In addition, it shall not be paid during any period of authorized leaves of absence with pay, including industrial injury leaves, which exceed a continuous period of sixty (60) days.

The Fire Chief shall be responsible for determining the criteria and qualifications necessary for employee assignment to any of these positions. In consultation with the Union, the Fire Chief shall formulate and implement policies and procedures involving the eligibility of Bureau Opportunity Benefit Incentive.