JOINT MESSAGE FROM THE UNITED PUBLIC WORKERS
AND THE EMPLOYER

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

The Union and the Employer are committed to establishing and maintaining a positive working relationship to harness and direct the energies of public employees eager to have a voice in determining their conditions of work to improve government service.
SECTION 8. EDUCATION AND INFORMATION MEETINGS.

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

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

8.03 The Union shall give written notice to the Employer at least ten (10) working days [five (5)] days prior to the date of the meetings, and the Employer shall approve the date for the meetings provided that they do not unduly interfere with the normal operations of the Employer. The Union shall be responsible for informing its members of the date(s), time(s), and location(s) of the meetings. The Employer shall be responsible for notifying supervisors of authorization to release employees, as operations permit, to attend a meeting.

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

8.05 Unless a meeting site is provided by the Union, the Employer shall provide meeting sites as available.
8.06  In addition to the foregoing meetings, additional meetings may be held by mutual agreement between the Union and the Employer.

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

8.08  Representatives of the Union shall be invited to attend an orientation meeting held by the Employer during working hours for new Employees and shall be allowed up to thirty (30) minutes to address the Employees at the meeting.
SECTION 15. GRIEVANCE PROCEDURE.

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

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

15.03 GRIEVANCE WITHOUT UNION REPRESENTATION.

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

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

15.03 c. No resolution of a grievance filed as provided in Section 15.03 shall be made at any step of the grievance procedure which is inconsistent with this Agreement.
15.04 CLASS GRIEVANCE.
A class grievance may be filed at Step 2 by mutual agreement between the Union and the Employer or the Employer's designee within the time limits in Section 15.11.

15.05 REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

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

15.11 a.1. Discharge: Eighteen (18) calendar days after the effective date of the discharge.
15.11 a.2. Suspension: Eighteen (18) calendar days after the last day of the suspension.

15.11 a.3. Other Disciplinary Actions: Eighteen (18) calendar days after the effective date of the discipline.

15.11 a.4. Other Alleged Violation(s): Eighteen (18) calendar days after the alleged violation(s) occurred unless the violation(s) are continuing as provided in Section 15.11 b.

15.11 b. Within eighteen (18) calendar days after the alleged violation first became known to the Employee or the Union if the Employee did not know of the alleged violation if it is a continuing violation.

15.11 c. Within eighteen (18) calendar days after the alleged violation is discovered by the grieving party and/or the Union if it is a payroll computational error.

15.12 **STEP 1 DECISION.**

The decision of the department head or the department head's desigee shall be in writing and shall be transmitted to the grieving party and/or the Union within thirteen (13) calendar days after receipt of the grievance.

15.13 **STEP 2 APPEAL OR GRIEVANCE.**

15.13 a. In the event the grievance is not resolved in Step 1, the grieving party and/or the Union may file a letter of appeal with the Employer or the Employer's desigee specifying the reasons for the appeal together with a copy of the grievance and a copy of the Step 1 decision within nine (9) calendar days after receipt of the Step 1 decision.
15.13 b. In the event a grievance is filed at Step 2 as provided in Section 15.04, the grievance shall be filed as provided in Section 15.11 except that the grievance shall be filed with the Employer or the Employer’s designee instead of the department head or the department head’s designee.

15.14 DIFFERENT ALLEGATIONS.
The Employer or the Employer’s designee need not consider a Step 2 grievance which encompasses different allegations than those alleged in Step 1.

15.15 STEP 2 DECISION.
The decision of the Employer or the Employer’s designee shall be in writing and transmitted to the grieving party and/or the Union within nine (9) calendar days after receipt of the appeal.

15.16 STEP 3 ARBITRATION.
In the event the grievance is not resolved in Step 2, and the Union desires to submit the grievance to arbitration, the Union shall notify the Employer within thirty (30) calendar days after receipt of the Step 2 decision.

15.17 SELECTION OF THE ARBITRATOR.
Within fourteen (14) calendar days after the notice of arbitration, the parties shall select an Arbitrator as follows:

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

15.17 b. In the event the parties fail to select an Arbitrator by mutual agreement either party shall request a list of five (5) names from the Hawaii Labor Relations Board from which the Arbitrator shall be selected as follows:
15.17 b.1. The Union and the Employer by lot shall determine who shall have first choice in deleting a name from the list of Arbitrators.

15.17 b.2. Subsequent deletions shall be made by striking names from the list on an alternating basis and the remaining name shall be designated the Arbitrator.

15.18 ISSUES TO BE ARBITRATED.

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

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

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

15.19 ARBITRABILITY.

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

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

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

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

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

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

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

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

15.21 FEES.

The fees of the Arbitrator, the cost of transcription and other necessary general costs, shall be shared equally by the Employer and the Union. Each party will pay the cost of presenting its own case and the cost of any transcript that it requests.
15.22 TIME OFF TO TESTIFY.

The grievant and Employees shall be permitted time off with pay to testify in grievance meetings and arbitration hearings.
EXHIBIT 15.09

RELEASE OF INFORMATION

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

Description of

2. Document(s):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

3. Approximate number of pages:

4. Date information released:

5. Name of person releasing information:

6. Name of person accepting information:

7. Date information returned:

8. Name of person returning information:

9. Name of person accepting information:
SUPPLEMENTAL AGREEMENT

GRIEVANCE PROCEDURE RELATING TO ADVERSE ACTION FOR FAILURE TO MEET PERFORMANCE REQUIREMENTS

BARGAINING UNIT 1

This SUPPLEMENTAL AGREEMENT is entered into this _________ day of __________ 2006, by and between the United Public Workers, hereinafter Union, on behalf of Employees in bargaining unit 1, and the State of Hawaii, the City and County of Honolulu, the County of Hawaii, the County of Maui, the County of Kauai, and The Judiciary, hereinafter the Employer.

WHEREAS, Hawaii Revised Statutes (HRS) section 89-10.8, which was created as a result of Act 253, SLH 2000, provides that the grievance procedure relative to adverse actions resulting from an employee's failure to meet performance requirements of the employee's position shall culminate in a final and binding decision by a performance judge;

NOW, THEREFORE, the Union and the Employer agree to the following Grievance Procedure Relating to Adverse Action for Failure to Meet Performance Requirements.

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

15A.01 PROCESS.

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

15A.02 DEFINITIONS.

15A.02.a. The term "performance requirements" shall include any qualification requirements for an employee's position, including licenses.

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

15A.03 GRIEVANCE WITHOUT UNION REPRESENTATION.

15A.03.a. An Employee may process a grievance and have the grievance heard without representation by the Union except as provided in Section 15A.15.
15A.03.b. No meeting shall be held to discuss the grievance without first making an attempt to arrange a mutually acceptable meeting time with the grieving party and the Union, provided that the meeting shall be held within the time limits as provided in Section 15A.

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

15A.04 REQUIREMENTS.

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

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

15A.05 FAILURE TO RESPOND.

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

15A.06 INFORMAL RESOLUTION.

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

15A.07 MEETING.

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

15A.08 INFORMATION.

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

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

15A.08 b. Make the material requested available to the grieving party and/or the Union within fourteen (14) calendar days of the request for the purpose of photocopying or review for five (5) calendar days on the condition that the grieving party and/or the Union agrees to sign Exhibit 15.08 and be responsible for the material until it is returned.
15A.09  **FORMAL GRIEVANCE.**

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

15A.10  **STEP 1 GRIEVANCE.**

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

15A.11  **STEP 1 DECISION.**

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

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

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

15A.13  **DIFFERENT ALLEGATIONS.**

The Employer or Employer’s designee need not consider a Step 2 grievance which 
enc um b asses different allegations than those alleged in Step 1.

15A.14  **STEP 2 DECISION.**

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

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

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

1) Any grievance for which the Employer maintains that the adverse action 
against an employee was for a failure to meet the performance requirements of the 
employee’s position must be processed in accordance with Section 15A.
2) Notwithstanding 1), if the Union alleges that the adverse action was not due to a failure to meet performance requirements but for disciplinary reasons without just and proper cause, the performance judge shall first proceed with a determination on the merits of the Employer’s action under Section 15A.19. If the performance judge determines that the adverse action may be based on reasons other than a failure to meet performance requirements, the performance judge shall then determine, based on appropriate standards of review, whether the disciplinary action was with or without proper cause and render a final and binding decision.

15A.16 PERFORMANCE JUDGE.

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

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

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

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

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

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

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

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

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

15A.16.b.2. In the event the Employer or Employer’s designee and the Union fail to select a Performance Judge by mutual agreement, the Performance Judge shall be selected as follows:
15A.16.b.2.a. The Union and the Employer or Employer's designee shall determine by lot who shall have first choice in deleting a name from the list of Performance Judges.

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

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

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

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

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

15A.18 JURISDICTION.

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

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

15A.19 AWARD.

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

15A.19.b. The award of the Performance Judge shall be final and binding provided, the award is within the scope of the Performance Judge's authority as described below:

15A.19.b.1. The Performance Judge shall not have the power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

15A.19.b.2. The Performance Judge's authority shall be limited to deciding whether the Employer's action meets the conditions prescribed below in reaching a decision:

15A.19.b.2.a. The evaluation process and its consequences were discussed with the Employee.

15A.19.b.2.b. The Employee was made aware of the Employee's current job description and job-related performance requirements.
15A.19.b.2.c) The evaluation procedures were observed, including providing the Employee the opportunity to meet, discuss and rebut the performance evaluation and apprising the Employee of the consequences of failure to meet performance requirements.

15A.19.b.2.d) The evaluation was fair and objective.

15A.19.b.2.e) The Employee was provided performance feedback during the evaluation period and, as appropriate, the Employee was offered in-service remedial training in order for the Employee to improve and meet performance requirements.

15A.19.b.2.f) The evaluation was applied without discrimination.

15A.19.b.2.g) Prior to the end of the evaluation period that the Employee is being considered for discharge due to failure to meet performance requirements the feasibility of transferring or demoting the Employee to another position for which the Employee qualifies was considered. (See HRS 76-41)

15A.19.b.3. If the Union alleges that the adverse action was not due to a failure to meet performance requirements but for disciplinary reasons without just and proper cause, the performance judges shall first proceed with a determination on the merits of the Employer’s action under Section 15A.19. If the performance judge determines that the adverse action may be based on reasons other than a failure to meet performance requirements, the performance judge shall then determine, based on appropriate standards of review, whether the disciplinary action was with or without proper cause and render a final and binding decision.

15A.19.c. The Performance Judge shall not consider any alleged violations or charges other than those presented at Step 1 and 2.

15A.20. FEES.

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

15A.21. TIME OFF TO TESTIFY.

The grieving party and Employees shall be permitted time off with pay to testify in grievance meetings and performance judge hearings.
EXHIBIT 15A.08 RELEASE OF INFORMATION

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

2. Description of Document(s):

3. Number of pages:

4. Date information released:

5. Name of person releasing information:

6. Name of person accepting information:

7. Date information returned:

8. Name of person returning information:

9. Name of person accepting information:
SUPPLEMENTAL AGREEMENT – BU 1
SECTION 15A.
PAGE 8 OF 8

This SUPPLEMENTAL AGREEMENT shall be effective on the first day set forth above and shall continue in effect until June 30, 2007, provided that either party may terminate this agreement by providing the other party with thirty days written notice.

In WITNESS WHEREOF, the parties below by their authorized representatives have executed this SUPPLEMENTAL AGREEMENT on the day and year first written above.

FOR THE EMPLOYER:

[Signature]
State of Hawaii and
Office of Collective Bargaining

[Signature]
The Judiciary

City and County of Honolulu

County of Hawaii

County of Maui

County of Kauai

APPROVED AS TO FORM:

[Signature]
Deputy Attorney General
SECTION 17. OFFICIAL PERSONNEL FILE.

17.01 EXAMINE AND COPY.

17.01 a. The Employee and/or the Union shall by appointment, be permitted to examine the Employee’s personnel file.

17.01 b. The Employee and/or the Union shall, upon request, be given a copy of material in the file.

17.02 PLACEMENTS AND EXPLANATION.

17.02 a. No material derogatory to an Employee shall be placed in the Employee’s personnel file unless a copy is provided to the Employee.

17.02 b. The Employee shall be given an opportunity to submit explanatory remarks to be included in the file.

17.03 DEROGATORY AND HISTORY.

17.03 a. An Employee and/or the Union may request that derogatory material not relevant to the Employee’s employment be destroyed after two (2) years.

17.03 b. Derogatory material is defined as material that is detracting from the character or standing of an Employee, expressive of a low opinion of an
Employee, degrading, belittling, contemptuous, disparaging, negative, uncomplimentary, and unflattering.

17.03 c. The Employer will determine whether the material is relevant and will decide whether the material will be retained or destroyed from the personnel file. The decision to retain the material shall include the reasons and shall be in writing.

17.03 d. The decision of the Employer shall be subject to Section 15. and processed at Step [2] 1 of Section 15.

17.03 e. The Employee’s employment history record shall not be altered.
SECTION 22. UNIFORMS.

22.01 No change to existing language.

22.02 CUSTODY OF UNIFORMS AND UNIFORM ACCESSORIES.
Uniform and uniform accessories which are required by the Employer shall be furnished/issued by the Employer and shall remain the property of the Employer while in the custody of the Employee.

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

22.03 through 22.07 c.2. – No change to existing language.
SECTION 23. WAGES

Delete existing language in its entirety and insert the following:

23.01  SALARY ADJUSTMENTS
Subject to the approval of the respective legislative bodies:

23.01 a. Effective July 1, 2007, a four percent (4.0%) per month across-the-board salary increase shall be applied to the BU 1 salary schedule in effect as of June 30, 2007, except for the BC-01 rate where a technical adjustment shall be made. The across-the-board and technical adjustments are reflected in Exhibit A. Employees shall be assigned from their existing pay range and step to the corresponding pay range and step in Exhibit A.

Effective July 1, 2007, Employees compensated at BC-01 on June 30, 2007, shall receive a Temporary Differential (TD) equivalent to the difference between a four percent (4.0%) adjustment and the rate shown on the salary schedule in Exhibit A.

Effective July 1, 2007, Employees not administratively assigned to the salary schedule shall receive a four percent (4.0%) per month pay increase.

23.01 b. Effective March 1, 2008, a one and sixteen one hundredth percent (1.16%) per month across-the-board increase shall be applied to Exhibit A. In addition, technical adjustments shall be made to the rates for BC-09 and above and to the rates for WS-01 and above. These across-the-board and technical adjustments are reflected in Exhibit B. Each Employee shall be assigned from Exhibit A to the corresponding pay range and step in Exhibit B.

Effective March 1, 2008, Employees not administratively assigned to the salary schedule shall receive a one and sixteen one hundredth percent (1.16%) per month pay increase.

23.01 c. Effective July 1, 2008, a four percent (4.0%) per month across-the-board salary increase shall be applied to Exhibit B. This new schedule shall be designated as Exhibit C. Each Employee shall be assigned from Exhibit B to the corresponding pay range and step in Exhibit C.

Effective July 1, 2008, Employees not administratively assigned to the salary schedule shall receive a four percent (4.0%) per month pay increase.
23.01 d. Effective March 1, 2009, a one and fourteen one hundredth percent (1.14%) per month across-the-board increase shall be applied to Exhibit C. In addition, technical adjustments shall be made to the rates for BC-09 and above and to the rates for WS-01 and above. These across-the-board and technical adjustments are reflected in Exhibit D. Each Employee shall be assigned from Exhibit C to the corresponding pay range and step in Exhibit D.

Effective March 1, 2009, Employees not administratively assigned to the salary schedule shall receive a one and fourteen one hundredth percent (1.14%) per month pay increase.

23.01 e. Any Employee receiving a Temporary Differential (TD) from 23.01 a. above, shall retain such differential during the salary adjustments in 23.01 b, c, and d however, the TD shall be reduced or eliminated due to promotion, reallocation, or repricing upward.

23.01 f. Employees receiving a shortage differential (SD) at the time of a pay increase shall retain the differential for salary adjustments in 23.01 a, b, c, and d above. However, nothing herein shall preclude adjustment of the shortage differential at a later date or preclude elimination of the SD upon termination of the shortage category declaration or movement of an employee to a class or position without SD.

This agreement does not constitute negotiation of shortage rates and the Employer maintains the right to determine these amounts.
SECTION 23A. COMPENSATION ADJUSTMENTS.

23A.01 through 23A.01 f.2. - No change to the existing language.

23A.02 COMPENSATION OVERPAYMENT REIMBURSEMENT.

23A.02 a. NOTICE.
When an Employer first becomes aware of a compensation overpayment to an Employee the Employer shall notify the Union in writing of the compensation overpayment immediately.

23A.02 b. INFORMATION.
The notice shall include the following for each Employee:

23A.02 b.1. Name

23A.02 b.2. Social security number.

23A.02 b.3. Mailing address.

23A.02 b.4. Telephone number.

23A.02 b.5. Position number.

23A.02 b.6. The amount of the compensation overpayment.

23A.02 b.7. The dates on which the compensation overpayment occurred.

23A.02 b.8. A statement on how the compensation overpayment was calculated.

23A.02 b.9. Other available relevant information.

23A.02 c. DISPUTE.
After notification the Union shall inform the Employer within thirty (30) days whether or not the compensation overpayment is disputed.

23A.02 d. RESOLUTION OF DISPUTE.
A dispute which arises out of the alleged Employer violation, misinterpretation, or misapplication of the Unit 1 Agreement as it relates to the determination of the compensation overpayment shall be subject to Section 15.
23A.02 e. **EMPLOYEE OPTIONS.**
When a compensation overpayment is not in dispute, in whole or in part, the Employee shall be informed of the amount of the compensation overpayment and be afforded the following options:

23A.02 e.1. A payroll deduction not to exceed permissible limits as provided in the Hawaii garnishment law.

23A.02 e.2. A payment of the entire amount.

23A.02 e.3. A combination of accumulated vacation leave, compensatory time and a payroll deduction, in whole or in part.

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

23A.03 through 23A.03 b. – No change to the existing language.

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

23A.03 b.2. An Employee who is absent from work and is receiving workers compensation wage loss replacement benefits and does not have accumulated sick leave or does not choose to use accumulated sick leave may use accumulated vacation leave to receive an additional amount [which] that would bring the Employee’s total compensation to a sum equal to the Employee’s regular compensation. [or may use accumulated vacation leave in addition to the workers compensation wage loss replacement benefits.] **Accumulated vacation leave may be used to continue the Employee’s regular compensation during the waiting period.**

23A.03 b.3. An Employee who is receiving workers compensation wage loss replacement benefits shall not use both accumulated sick leave and accumulated vacation leave concurrently.
23A.03 c. When an Employee is receiving workers' compensation wage loss replacement benefits and as a result the Employee exceeds the vacation leave accumulation as provided in Section 36.05a, and/or Section 36.05b. of the Unit 01 Agreement, the excess vacation leave shall be accumulated for good cause and shall be taken as provided in Section 36.05c. of the Unit 01 Agreement.

23A.04 through 23A.08 c. – No change to the existing language.

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

23A.09 through 23A.10 d. – No change to the existing language.

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

23A.11 through 23A.16 a.8. – No change to the existing language.

23A.16 b. Except as provided in Section 23A.16c. and 23A.16d., a regular Employee who is demoted shall be compensated at the basic rate of pay in the lower pay range. After return to the position in which an Employee last held a permanent appointment, a regular Employee who is demoted on a temporary appointment basis or who is released from a new probationary appointment following a demotion shall be compensated as though the Employee had remained in the former position continuously.

23A.16 c. through 23A.16 d.3. – No change to the existing language.
SECTION 28. STAND-BY WORK.

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

28.02 STAND BY PAY.
Effective July 1, 2007[1994], and Employee shall be paid an additional amount equal to [one dollar and thirty cents ($1.30)] two dollars ($2.00) for each hour or fraction of thirty (30) minutes or more of stand-by work and [sixty-five cents ($0.65)] one dollar ($1.00) for less than thirty (30) minutes of stand-by work.

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

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

28.05 The Employer may provide pagers and/or cellular telephones to an Employee assigned standby duty by proper authority. Such Employee is required to respond to a call for immediate service within the same period of time as if the Employee remained at home or other designated place, and the Employee must remain in a geographic location where the Employee can receive a page or cellular call.
SECTION 32. NIGHT DIFFERENTIAL.

Sections 32.01 through 32.02c. – No change to existing language.

32.03 DIFFERENTIAL.

[32.03a. Effective July 1, 1991, the amount of the night differential shall be forty-five cents ($0.45) for each hour or fraction of thirty (30) minutes or more of work and twenty-three cents ($0.23) for less than thirty (30) minutes of work as provided in Sections 32.01 and 32.02.]

[32.03b. Effective July 1, 1998 the] The amount of the night differential shall be [fifty-five cents ($0.55)] seventy cents ($0.70) for each hour or fraction of thirty (30) minutes or more of work and [twenty-eight cents ($0.28)] thirty-five cents ($0.35) for less than thirty (30) minutes of work as provided in Sections 32.01 and 32.02.
SECTION 34. MEAL ALLOWANCE.

34.01 AMOUNT.

34.01a. An Employee who works overtime shall be provided a meal allowance of [four dollars and twenty-five cents ($4.25)] six dollars ($6.00) for breakfast, [four dollars and seventy-five cents ($4.75)] eight dollars ($8.00) for lunch, and [six dollars ($6.00)] ten dollars ($10.00) for dinner as follows:

Sections 34.01a.1. through 34.05b. – No change to existing language.
SECTION 36. VACATION LEAVE.

36.01 VACATION LEAVE Earned.

36.01 a. An Employee who is employed in Unit 1 shall earn fourteen (14) hours vacation leave for a month of work.

36.01 b. An Employee who is employed in Unit 1 and earns vacation leave as provided in Section 36.01 a. and renders less than a month of work shall earn vacation leave for the month as follows:

<table>
<thead>
<tr>
<th>Straight Time Hours of Work Per Month</th>
<th>Earned Work Hours of Leave</th>
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<tbody>
<tr>
<td>For 0 to 31</td>
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<td>For 32 to 55</td>
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<tr>
<td>For 128 to 151</td>
<td>12</td>
</tr>
<tr>
<td>For 152 or more</td>
<td>14</td>
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</tbody>
</table>

36.02 RESERVED

36.03 VACATION LEAVE EXCEPTIONS.
36.03 a. An Employee shall earn vacation leave while on leave with pay including paid holidays whether or not the Employee works on holidays unless specifically prohibited.

36.03 b. An Employee shall not earn vacation leave while on:

36.03 b.1. Vacation leave or sick leave when the employment terminates or is to terminate at the end of the leave;

36.03 b.2. Leave without pay, except when the Employee is on leave for disability and is being paid workers compensation;

36.03 b.3. Suspension that is sustained;

36.03 b.4. Unauthorized leave;

36.03 b.5. Sabbatical leave;

36.03 b.6. Temporary, contractual, or substitute employment while on vacation from another position in the State government or any political subdivision of the State.

36.04 PROVISIONAL APPOINTMENT AND TEMPORARY APPOINTMENT OUTSIDE THE LIST (TAOL).

36.04 a. An Employee serving a provisional appointment shall earn and accumulate vacation leave while on a provisional appointment.

36.04 b. An Employee serving a provisional appointment shall not be entitled to
36.04 c. An Employee whose provisional appointment is ended and receives a probationary, limited-term or permanent appointment in the same position shall be credited with the vacation leave accumulated while on the provisional appointment.

36.04 d. An Employee whose provisional appointment is ended and does not receive a limited-term, probationary, or permanent appointment shall forfeit the vacation leave accumulated.

36.04 e. A regular Employee who is promoted through a provisional appointment shall be considered to be a regular Employee and shall continue to earn vacation leave.

36.04 f. A non-regular Employee serving a Temporary Appointment Outside the List (TAOL) shall not be entitled to a vacation leave with pay.

36.04 g. A non-regular Employee serving a TAOL that is more than one (1) year, including extensions granted for a specific appointment, the non-regular Employee shall be entitled to:

36.04 g.1. Earn vacation leave beginning with the first month of the second year, and

36.04 g.2. Use the vacation leave accumulated.

36.04 h. A non-regular Employee whose TAOL is ended shall forfeit the vacation leave accumulated.
36.05 VACATION LEAVE ACCUMULATION.

36.05 a. An Employee may accumulate up to one hundred sixty eight (168) hours of vacation leave per calendar year until the Employee accumulates the first three hundred thirty six (336) hours.

36.05 b. Subsequently an Employee may accumulate not more than one hundred twenty hours of vacation leave per calendar year, even if the Employee’s total accumulated days fall below three hundred thirty six (336) hours.

36.05 c. Vacation leave in excess of one hundred twenty hours per calendar year may be accumulated for good cause when a request for accumulation is approved by the Employer provided the request shall be accompanied by a stipulation that the Employee shall take the excess vacation leave at a specified time.

36.05 d. An Employee who fails to take the excess vacation leave as provided in Section 36.05 c. shall forfeit the excess vacation leave unless for good reason an extension of time is granted by the Employer.

36.05 e. An Employee may accumulate vacation leave for the succeeding year or years provided that the total accumulation shall not exceed seven hundred twenty (720) hours at the end of the calendar year.

36.06 FORFEITURE.

36.06 a. Vacation leave accumulated at the end of a calendar year that exceeds seven hundred twenty (720) hours shall be forfeited except as provided in Section 36.06 b., Section 36.06 c. and Section 36.07a.

36.06 b. Vacation leave accumulated at the end of a calendar year that exceeds
ninetey (90) working days shall not be forfeited when the vacation leave begins on or before the last workday of the calendar year and includes the accumulated vacation leave in excess of ninety (90) working days.

36.06 c. Vacation leave accumulated at the end of a calendar year that exceeds ninety (90) working days shall not be forfeited when an Employee becomes sick prior to an approved vacation that would have begun on or before the last workday of the calendar year and the sickness continues into the next calendar year. The excess vacation leave shall be taken immediately after the conclusion of the sick leave.

36.06 d. Nothing contained in this Section shall be construed to require the forfeiture of vacation credits when an Employee terminates on or before the last working day of the calendar year, notwithstanding the fact that the recording of current accrued vacation for the year on the last day may result in an accumulation of more than ninety (90) working days.

36.07 PAYMENT.

36.07 a. An Employee may be paid for vacation leave accumulated at the end of a calendar year that exceeds ninety (90) working days in lieu of taking vacation leave if the excess vacation leave resulted from the Employer's refusal to grant the vacation.

36.08 SICK LEAVE WHILE ON VACATION LEAVE.

36.08 a. An Employee who is sick one or more consecutive working days while on vacation leave who submits a licensed physician's certificate or other satisfactory proof of the sickness shall be charged sick leave in lieu of vacation leave.
36.08 b. Application for sick leave in lieu of vacation leave shall be made within five (5) working days after return to work.

36.09 ADMINISTERED.

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

36.09 b. In order to facilitate the scheduling of annual vacations, the Employer may require its Employees to submit their vacation preference. In such cases, the annual schedule of vacation preferences shall be posted or made available for viewing by the Employees upon the Employees' request.

36.09 c. An Employee will not be required to submit the annual vacation preference without first receiving the amount of vacation leave accumulated from the Employer.

36.09 d. After the end of the year, an [An] Employee shall be given an annual statement of the accumulated vacation leave, remaining as of December 31.

36.10 NOTICE TO USE VACATION LEAVE.

36.10 a. An Employee desiring to use vacation leave shall submit an application in advance of the beginning date of the vacation to enable the Employer to make necessary readjustment of work.

36.10 b. The requirement for advance notice may be waived for emergency
situations or when the Employee does not have accumulated sick leave
and elects to use accumulated vacation leave in place of authorized leave
without pay for sick leave.

36.11 VACATION LEAVE GRANTED.
An Employee shall be granted vacation leave on the dates and times as
approved by the Employer provided, that it shall be as close to the
requested dates and times as conditions of the Employer will permit and
will not cause forfeiture of vacation leave.

36.12 VACATION LEAVE DENIED.
In the event that a vacation leave request is denied, the Employee may
request the reasons for denial in writing. A copy of the reasons shall be
furnished to the Union.

36.13 VACATION LEAVE GRANTED.
When a vacation is granted, it may include, at the request of the
Employee, vacation leave accrued up to the end of the Employee's last full
month of work immediately preceding the beginning of the vacation leave.

36.14 VACATION LEAVE MINIMUM.

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

36.14 b. When payment in lieu of vacation leave is granted or when the
Employee's employment will not continue at the expiration of the vacation
leave, the payment shall include a prorated amount for any fraction of a
work day of vacation leave to which the Employee is entitled as provided
in Section 36.
36.15  SENIORITY.

36.15 a. Whenever two (2) or more Employees' requests for vacation leave are in conflict, the Employee with the greatest Baseyard/Workplace or Institutional Workplace Seniority shall be given preference, provided it will not seriously hamper operations in the Baseyard/Workplace or Institutional Workplace.

36.15 b. The senior Employee's request shall not be granted when the conflict is the result of the senior Employee changing the original request.

36.16  VACATION LEAVE CHARGED.

An Employee shall have charged against the accumulated vacation leave only those days or hours the Employee would have worked had the Employee not used vacation leave.

36.17  RECALL FROM VACATION.

36.17 a. An Employee may be recalled to work before the expiration of a vacation leave by the Employer.

36.17 b. The recalled Employee shall be paid for all work at the rate of one and one-half (1 ½) times the basic rate of pay for the days of vacation leave the Employee's services were required.

36.17 c. The Employee shall be granted the unused vacation leave days, as the result of being recalled to work, on the dates and times as mutually agreed between the Employee and the Employer.

36.18  ADVANCE VACATION LEAVE.
36.18 a. Advanced vacation leave shall be granted only when an Employee has used all accumulated vacation leave and is detained out of the State of Hawaii or on another island for a cause that the Employee establishes to the satisfaction of the Employer.

36.18 b. An Employee who is detained as provided in Section 36.18 a. shall immediately communicate with the Employer and request advance vacation leave.

36.18 c. In the event advanced vacation leave is granted, it shall be considered as used with the express understanding that if vacation leave is not later earned during the term of employment, the unearned portion of the vacation leave advanced will be repaid, on demand to the Employer as follows:

36.18 c.1. By the Employee through payroll deductions from salary due the Employee.

36.18 c.2. From the Employee's retirement system account with the Hawaii Employees Retirement System.

36.18 c.3. By the executors and administrators of the Employee's estate if the Employee is deceased.

36.19 TRANSFER.

36.19 a. An Employee who is transferred from or relinquishes one (1) position in which vacation leave is earned, and accepts employment in another position in the service of the Employer in which vacation leave is not earned shall be paid for the accumulated vacation leave, including any
vacation leave credits in excess of the maximum allowed for the calendar
year, as provided in Section 36.21 a. or Section 36.21 b.

36.20 PAY FOR VACATION LEAVE UPON SEPARATION AND WHEN
MOVING BETWEEN JURISDICTIONS OF THE STATE.

36.20 a. An Employee shall be paid for accumulated vacation leave in a lump sum
when employment ends as provided in Section 36.21 a. or Section 36.21
b.

36.20 b. When an Employee moves from one Employer jurisdiction to another to
accept employment in a position in which vacation allowance is earned,
the Employee shall be given credit for the vacation earned or accumulated
in the jurisdiction from which the Employee transferred and the director of
finance of the State or the equivalent officers of the counties, Judiciary,
and the Hawaii Health Systems Corporation, as the case may be, shall
make the appropriate transfer of funds to implement the transfer.
However, the Employee may request and receive payment of a portion of
or all of the Employee’s vacation credits accumulated up to the effective
date of the movement.

36.21 LUMP SUM.

36.21 a. When payment in a lump sum is made, the sum payable for accumulated
vacation leave shall be equal to the amount of compensation that the
Employee would be entitled or would be allowed during the vacation leave
the Employee was permitted to use in the normal manner. When payment
in a lump sum is made to an Employee hired after June 30, 1997, the sum
payable for accumulated vacation leave shall be computed using the basic
rate of pay on the date the Employee ends employment.
An Employee who is discharged shall be paid in a lump sum for accumulated vacation leave computed on the basis of accumulated vacation hours multiplied by the hourly rate of pay on the effective date of discharge.

**REHIRED.**

In the event the Employee is [immediately] rehired within seven (7) calendar days by the Employer and continues to earn vacation leave, payment for accumulated vacation leave shall not be made.

**MILITARY SERVICE.**

An Employee who, pursuant to the U.S. Universal Military Service and Training Act or other Federal Statute is called or ordered and reports either voluntarily or involuntarily for active military duty with a branch of the U.S. Armed Forces shall be deemed to have ended employment and shall be paid in a lump sum for accumulated vacation leave as provided for in Section 36.21 a.

The lump sum payment for accumulated vacation leave will not cause the Employee to forfeit accumulated sick leave.
SECTION 37. SICK LEAVE.

37.01 SICKNESS.

37.01 a. A physical or mental disability not willfully or intentionally provoked by the Employee, preventing the performance of regular or usual work, including disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there from.

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

37.01 c. Sick leave up to one hundred sixty (160) hours per calendar year shall be allowed for family leave to provide care for a serious health condition to the family as defined in Section 41.02 except brothers and sisters of the Employee shall be excluded.

37.02 SICK LEAVE EARNED.

37.02 a. An Employee who is employed in Unit 1 shall earn fourteen (14) hours sick leave for a month of work.

37.02 b. An Employee who is employed in Unit 1 and earns sick leave as provided in Section 37.02 a. and renders less than a month of work shall earn sick leave for the month as follows:
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### 37.03 SICK LEAVE EXCEPTIONS.

**37.03 a.** An Employee shall earn sick leave while on leave with pay including paid holidays whether or not the Employee works on holidays.

**37.03 b.** An Employee shall not earn sick leave while on:

**37.03 b.1.** Vacation leave or sick leave when the employment terminates or is to terminate at the end of the leave.

**37.03 b.2.** Leave without pay, except when the Employee is on leave for disability and is being paid workers compensation.

**37.03 b.3.** Suspension that is sustained.

**37.03 b.4.** Unauthorized leave.

**37.03 b.5.** Sabbatical leave.

### 37.04 NOTIFICATION OF SICKNESS.
37.04 a. Notification of absence on account of sickness shall be given as soon as possible on the first day of absence or if impracticable, as soon thereafter as circumstances permit. If notification has not been given the absence shall be charged to unauthorized leave of absence without pay and subject to discipline as provided in Section 38.11c.

37.04 b. An Employee who provides notification and is informed that the Employee does not have accumulated sick leave, the Employee shall have the option to use accumulated vacation leave, compensatory time or authorized leave without pay.

37.05 APPLICATION.

37.05 a. Application for sick leave shall be filed on a form prescribed by the Employer within five (5) work days after return to work.

37.05 b. In the event the Employee dies before returning to work, the executor or administrator or the Employer may file the application within six (6) months after the death.

37.05 c. The sick leave requested in Section 37.05 b. shall be granted when the Employer is satisfied that the absence from work was because of sickness, even though a physician’s certificate may not be available.

37.06 CERTIFICATE.

The Employee shall submit a licensed physician’s certificate for absences of five (5) or more consecutive workdays to substantiate that the absence was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of the Employee’s position.

37.07 SICK LEAVE MINIMUM.
No sick leave of less than one (1) hour may be granted.

37.08 **SICK LEAVE GRANTED.**
Sick leave granted shall include accumulated sick leave as is needed, to permit the Employee to recover from the sickness.

37.09 **SICK LEAVE ADMINISTERED, RECORDED AND ACCUMULATED.**

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

37.09 b. An Employee may accumulate sick leave earned. The unused sick leave accumulated shall be credited to the Employee’s account for subsequent use in the event of a sickness. Such unused sick leave may be accumulated without limitation.

37.09 c. **After the end of each year, an Employee shall be given an annual statement of the accumulated sick leave remaining as of December 31.**

37.10 **SICK LEAVE CHARGED.**
An Employee shall have charged against the accumulated sick leave those days or hours the Employee would have worked had the Employee not used sick leave.

37.11 **PHYSICAL EXAMINATIONS.**
An Employee shall not have charged against the accumulated sick leave for physical examinations required by the Employer.

37.12 **ADDITIONAL SICK LEAVE WITH PAY.**
Additional sick leave with pay, in excess of which the Employee has
accumulated, may be granted by the Employer under conditions that may be prescribed, provided that due consideration shall be given to the length of service of the Employee.

37.13 TRANSFER.

37.13 a. An Employee who resigns to accept a position in another department of the Employer as the result of a transfer including promotion, demotion or initial appointment, or in case of any other movement from one department to another of the Employer, shall not forfeit accumulated sick leave in the department from which the Employee was transferred or moved.

37.13 b. If after the date of the transfer, the Employee uses any or all of the accumulated sick leave the department to which the Employee is transferred shall bear the entire charge. In no event shall the appropriation of the department from which the Employee was transferred or moved be charged for accumulated sick leave used after the date of transfer or movement.

37.14 SICK LEAVE DURING VACATION LEAVE.

37.14 a. An Employee who is sick one (1) or more consecutive work days while on vacation leave who submits a licensed physician’s certificate or other satisfactory proof of sickness as deemed necessary by the Employer shall be charged sick leave in lieu of vacation leave.

37.14 b. Application for sick leave in lieu of vacation leave shall be made within five (5) work days after return to work.

37.15 RESERVED
37.16 NO SICK LEAVE AFTER TERMINATION OF SERVICES.

37.16 a. An Employee who ends employment shall forfeit accumulated sick leave to the date the employment ends, except as provided by law which permits conversion of accumulated sick leave to retirement credits.

37.16 b. An Employee shall not forfeit accumulated sick leave when the Employee is granted a leave of absence without pay including military leave or is [immediately] rehired within seven (7) calendar days by the Employer.

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

37.17 INVESTIGATION OF SICK LEAVE.

37.17 a. INVESTIGATION NOT SUBJECT TO SECTION 37.17 b.

The Employer may investigate suspected abuse of sickness as follows:

37.17 a.1. The Employer may require the Employee to be examined by a physician selected by the Employer during the absence for the purpose of verifying the sickness.

37.17 a.2. The Employer shall assume the cost of the physician's services and shall reimburse the Employee for travel expenses as provided in Section 59. when an examination is required as provided in Section 37.17 a.1. The
Employee shall be given priority for the examination so that minimum time is spent at the office.

37.17 a.3. Abuse of sick leave shall be subject to Section 11.

37.17 b. INVESTIGATION FOR PATTERNS OF ABSENCES DUE TO SICKNESS.

37.17 b.1. CRITERIA FOR DETERMINING PATTERNS OF ABSENCE DUE TO SICKNESS.
A pattern of absence due to sickness shall be established prior to undertaking an investigation for suspected abuse of sickness.

37.17 b.1.a) Patterns could include absences due to sickness occurring before or after holidays, weekends, days off, pay days, or specific days of the week or of short durations.

37.17 b.1.b) When an Employee uses accumulated vacation, compensatory time or authorized leave without pay for absences that are the result of sickness, the absence shall be considered as an absence due to sickness.

37.17 b.1.c) Absences due to workers compensation and absences substantiated by a licensed physician’s certificate shall not be included in determining patterns.

37.17 b.1.d) To establish a pattern, the Employer shall conduct a historical review and analysis of Employee absences due to sickness for the duration specified below:

37.17 b.1.d)1) Six (6) months for regular Employees.
Three (3) months for non-regular Employees.

**37.12 b.1.e** The Employer shall identify Employees with an established pattern of absences due to sickness which warrant an investigation for suspected abuse of sickness.

**37.17 b.2** INVESTIGATION PROCEDURES FOR PATTERNS OF ABSENCES DUE TO SICKNESS

**37.12 b.2.a** The Employer shall notify the Employee with an established pattern of absences due to sickness that an investigation for suspected abuse of sickness is being conducted. The notice of investigation to the Employee and the Union shall include the following:

**37.17 b.2.a(1)** A proposed time, date, and place for a meeting to explain the specific allegations of suspected abuse of sickness and to provide the Employee an opportunity to respond to the specific allegations.

**37.17 b.2.a(2)** A copy of materials used to support the specific allegations of suspected abuse of sickness.

**37.17 b.2.a(3)** An opportunity for the Union representative to be present at the meeting and notice of the Employee's responsibility to inform the Union of the meeting.

**37.17 b.2.b** The Employer shall meet with the Employee to determine whether the established pattern of absences due to sickness is unacceptable. The determination of an unacceptable pattern shall be made on a case-by-case basis after reviewing specific facts and circumstances.
The Employer shall document the meeting and provide a copy to the Employee. The Employer shall be notified that the documentation will be placed in the personnel file and that the Employee may submit explanatory remarks for the file as provided in Section 17.

If a determination is made that the pattern of absences is unacceptable, the Employer may require a follow-up evaluation as provided in Section 37.17 b.3.

**FOLLOW-UP EVALUATION FOR UNACCEPTABLE PATTERNS OF ABSENCES DUE TO SICKNESS.**

An Employee with an unacceptable pattern of absences due to sickness may be placed on a follow-up evaluation for a specific period of time not to exceed six (6) months. The follow-up evaluation period may be adjusted by the same length of time as the duration of a leave without pay or an industrial injury leave as provided in the Hawaii Workers Compensation Law at the discretion of the Employer. The Employee shall be given written notice of an extension.

The Employee shall be notified in writing of the following:

1. The specific dates of the follow-up evaluation period.
2. The requirement to undergo medical evaluation to verify all absences due to sickness, unless the requirement is waived or modified by the supervisor for a specific absence due to sickness.
3. The name of the physician or medical group to whom the Employee shall report to for the medical evaluation and the period that the Employee shall report for the medical evaluation.
The Employer shall assume the cost of the medical evaluation and reimburse the Employee for travel expenses as provided in Section 59.

**DISCIPLINARY ACTION FOR ABUSE OF SICKNESS.**

Employees who are subject to Section 37.17 b.3.a)2) and Section 37.17 b.3.a)3) shall be disciplined for abuse of sickness for just and proper cause as provided in Section 11.01 as follows:

37.17 b.4.a) Each day of not reporting as directed by letter to undergo a medical evaluation by a physician selected by the department head shall be considered one (1) violation.

37.17 b.4.b) Each day of not providing notification of an absence due to a workers compensation injury shall be considered one (1) violation.

37.17 b.4.c) Each day the Employee does not report to the treating physician for an absence due to a workers compensation injury shall be considered one (1) violation unless the requirement to report is waived or modified by the supervisor upon the recommendation by the treating physician.

37.17 b.4.d) Each day the medical evaluation does not substantiate the Employee's sickness shall be considered one (1) violation.

37.17 b.4.e) Each violation of a), b), c) and d) shall be considered as unauthorized leave without pay for payroll purposes and shall result in discipline as provided in the following schedule.

<table>
<thead>
<tr>
<th>Violation</th>
<th>Discipline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>One day suspension</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>Two days suspension</td>
</tr>
</tbody>
</table>
3rd
4th
5th
6th

Four days suspension
Eight days suspension
Twenty days suspension
Discharge

37.17 b.4.f) Repeat patterns of absence due to sickness which are discovered after the end of three (3) months shall be considered one (1) violation and subject to the discipline schedule in e).

37.17 b.4.g) Violations shall be counted continuously for a period of two (2) years retroactive from the date of the most current violation.

37.18 PROLONGED SICKNESS.

37.18 a. In the event that the Employer believes that an Employee who reports to work following a prolonged sickness is not medically able to commence work, the Employee may be required to request the Employee’s physician to cooperate and consult with a physician of the Employer’s choice to review the nature of work to be performed as well as the physical limitations of the Employee.

37.18 b. After consultation, the Employee may be medically examined at the option of the physician of the Employer’s choice.
SECTION 38A. FAMILY LEAVE.

38A.01 LEAVE.

38A.01 a. Employee entitlement to state family leave is set forth in chapter 398, Hawaii Revised Statutes. Accrued vacation leave and/or sick leave may be substituted for any part or all of the allowable state family leave up to a maximum of four (4) weeks per designated twelve month period.

38A.01 b. Employee entitlement to federal family leave is set forth in the Family and Medical Leave Act of 1993.

38A.02 ADMINISTRATION AND APPEALS.

38A.02 a. Administration and enforcement of the state and federal family leave provisions shall be in accordance with applicable laws and regulations.

38A.02 b. Appeals with regard to state and federal family leave shall be filed with the appropriate state or federal agency that is responsible for administering and enforcing the respective provisions mentioned herein, i.e., State of Hawaii Department of Labor and Industrial Relations; or United States Department of Labor, Wage and Hour Division. Appeals shall not be filed through the grievance procedure found in this Agreement.

38A.02 c. In the event an appeal is filed with the applicable state or federal agency and a representative of such agency first determines that the state or federal agency, as the case may be, does not have jurisdiction over such an appeal because the appeal concerns the interpretation and/or application of this Section, the appellant or the Union may file a grievance through the grievance procedure contained in this Agreement.
SECTION 44. TRAVEL.

Sections 44.01 through 44.02a.2. – No change to existing language.

44.02a.3. At the Employee’s option, the Employer shall also provide adequate stores of food or pay each Employee [twenty dollars ($20.00)] twenty-four dollars per day in lieu thereof.

44.02 a.4. The [twenty dollars ($20.00)] twenty-four dollars ($24.00) per day shall be applicable for each twenty-four (24) hour period or portion thereof, calculated from the beginning of the Employee’s work day until the Employee’s return to the Employee’s permanent workplace from the mountainous or other remote area.

Section 44.02 b. through 44.03 – No change to existing language.

44.03a. An Employee who is required to travel on official business to another island shall be provided with per diem of [eighty dollars ($80.00)] ninety dollars ($90.00) per twenty-four (24) hour day.

Section 44.03b. – No change to existing language.

44.03c. Official travel time shall begin [thirty (30) minutes] one (1) hour before the scheduled flight departure time and shall end upon the Employee’s return to the Employee’s home airport. This computation shall be applicable to all trips, including one day trips leaving and returning on the same day. In the case of one-day trips, [effective January 1, 1998] the Employees shall be provided a meal allowance of twenty dollars ($20.00) in lieu of per diem.

Sections 44.03d. through 44.04 – No change to existing language.

44.04a. An Employee who is required to travel on business to areas outside the State of Hawaii shall be provided per diem of [one hundred thirty dollars ($130.00)] one hundred forty-five dollars ($145.00) per twenty-four (24) hour day.

Sections 44.04b. through 44.07. – No change to existing language.
SECTION 45. KALAUPAPA TRAIL

45.01 TRAVEL.

45.01 a. An Employee of Kalaupapa Settlement whose permanent residence is on the topside of Molokai and who are provided quarters in Kalaupapa as a matter of convenience will be granted one of the following choices:

45.01 a.1. Three (3) round trips by air to topside (Molokai Airport) per month, or

45.01 a.2. One (1) hour travel pay for traveling down the trail once a week and one (1) hour of travel pay for traveling up the trail once a week. Travel time will not be included as hours worked or for overtime determination.

45.01 b. Employees of Kalaupapa Settlement whose permanent residence is in Kalaupapa will be granted one (1) round trip by air to topside (Molokai Airport) per month. In lieu of three (3) monthly round trips topside, Employees who are permanent residents of the Settlement shall be granted one (1) intrastate round trip by air each quarter of the calendar year. Accumulated intrastate round trips must be taken within the calendar year in which the trips were earned.

45.02 CHOICE.
45.02 a. The Employee must choose at the beginning of each month.

45.02 b. An Employee who elects to travel by trail will not be able to enjoy the benefits of travel by air until the next month, or vice-versa.

45.03 MAINTENANCE WORK.
When an Employee is assigned to maintenance work on the Kalaupapa Trail the Employee shall be credited with work and one (1) hour of travel pay as provided in Section 45.01 a.2.

45.04 TRAVEL PAY.
Travel pay will be computed at the Employee's straight time pay.

45.05 TRAIL MAINTENANCE.
The Kalaupapa Trail shall be properly maintained for Employees who use the trail to commute in and out of Kalaupapa Settlement.
SECTION 59. MILEAGE REIMBURSEMENT.

59.01 RATE.
The Employer’s present rules and regulations, policy and/or resolution of reimbursing an Employee for use of a personal vehicle while working shall be modified to provide for reimbursement for each mile traveled for business purposes at the standard mileage rate [of thirty seven cents ($ .37 ) per mile] prescribed by the Internal Revenue Service for each mile traveled for business purposes.

59.02 to 59.05 No change to existing language.
SECTION 62. BENEFIT PLANS.

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

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

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

B. "Prevalent Medical Benefit Plan" shall mean the medical PPO, HMO, or HDHP as determined by the EUTF Board of Trustees to have the largest number of total active Employee enrollments as of December 31 of the previous fiscal year.

C. Effective 7/1/07

Effective July 1, 2007 for plan year 2007 – 2008, the Employer shall pay monthly contributions which include the cost of the Trust Fund administrative fees to the Trust Fund not to exceed the monthly contribution amounts as specified below:

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

<table>
<thead>
<tr>
<th>BENEFIT PLAN</th>
<th>TOTAL MONTHLY CONTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Medical (PPO, HMO or HDHP)(drug &amp; chiro)</td>
<td>$149.44</td>
</tr>
<tr>
<td>b. Dental</td>
<td>$16.46</td>
</tr>
<tr>
<td>c. Vision</td>
<td>$3.64</td>
</tr>
<tr>
<td>d. Dual coverage (medical, drug, chiro):</td>
<td>$86.36</td>
</tr>
<tr>
<td>(1)HMSA</td>
<td></td>
</tr>
</tbody>
</table>
(2) Royal State $31.16

e. Stand-alone Drug Plan $27.12

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

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

<table>
<thead>
<tr>
<th>BENEFIT PLAN</th>
<th>TOTAL MONTHLY CONTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Medical (PPO HMO or HDHP)(drug &amp; chiro)</td>
<td>$372.92</td>
</tr>
<tr>
<td>b. Dental</td>
<td>$32.94</td>
</tr>
<tr>
<td>c. Vision</td>
<td>$6.74</td>
</tr>
<tr>
<td>d. Dual coverage (medical, drug, chiro)</td>
<td></td>
</tr>
<tr>
<td>(1)HMSA</td>
<td>$216.26</td>
</tr>
<tr>
<td>(2) Royal State</td>
<td>$76.10</td>
</tr>
<tr>
<td>e. Stand-alone Drug Plan</td>
<td>$68.48</td>
</tr>
</tbody>
</table>

The Employer shall pay the same monthly contribution for each Employee-Beneficiary enrolled in a two-party medical plan (PPO, HMO or HDHP), 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:

<table>
<thead>
<tr>
<th>BENEFIT PLAN</th>
<th>TOTAL MONTHLY CONTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Medical (PPO HMO or HDHP)(drug &amp; chiro)</td>
<td>$484.00</td>
</tr>
<tr>
<td>b. Dental</td>
<td>$68.16</td>
</tr>
<tr>
<td>c. Vision</td>
<td>$8.82</td>
</tr>
</tbody>
</table>
d. Dual coverage (medical, drug, chiro)
   (1) HMSA $283.98
   (2) Royal State $86.74
   e. Stand-alone Drug Plan $93.88

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

**D. Effective July 1, 2008**

Effective July 1, 2008 for plan year 2008-2009, with the exception of items 5 and 6, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus one hundred percent (100%) of all administrative fees:

1. The amounts paid by the Employer shall be based on the plan year 2008-2009 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

   a. Medical (PPO HMO or HDHP) (drug & chiro)
   b. HMSA Dual coverage medical, drug, chiro
   c. Stand-alone Drug

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

2. The amounts paid by the Employer shall be based on the plan year 2008-2009 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

   a. Medical (PPO HMO or HDHP) (drug & chiro)
b. HMSA Dual coverage medical, drug, chiro  
c. Stand-alone Drug

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

3. The amounts paid by the Employer shall be based on the plan year 2008-2009 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

   a. Medical (PPO HMO or HDHP) (drug & chiro)  
   b. HMSA Dual coverage medical, drug, chiro  
   c. Stand-alone Drug

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

4. The amounts paid by the Employer for the following health benefit plans shall be based on the plan year 2008-2009 final monthly premium rates established by the Trust Fund. Monthly contributions shall not exceed the amounts specified in items 4a and 4b for Vision and Dual Coverage Medical plans offered by Royal State.

   MAXIMUM MONTHLY PREMIUM ONLY CONTRIBUTIONS

a. Vision  
   Self $3.59  
   2-party $6.64  
   Family $8.67

b. Dual coverage (medical, drug, chiro)  
   Royal State $32.32  
   2-party $80.38  
   Family $89.38

5. a. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the Trust Fund's Dental plan, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the 2008-2009 Dental plan (self-only) plus one hundred percent (100%) of the administrative fee.
b. For each Employee-Beneficiary with one dependent beneficiary enrolled in the Trust Fund’s Dental plan, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the 2008-2009 Dental plan (two-party) plus one hundred percent (100%) of the administrative fee.

c. For each Employee-Beneficiary with two or more dependent beneficiaries enrolled in the Trust Fund’s Dental plan, the Employer shall pay a specific dollar amount based on the actual 2008-2009 Dental plan rates established by the Trust Fund Board, adjusted and calculated as described in Exhibit A.

d. In no case will employer contributions for Dental plan premiums exceed the following:

<table>
<thead>
<tr>
<th></th>
<th>Self-only</th>
<th>2-party</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dental</td>
<td>$16.76</td>
<td>$33.53</td>
<td>$69.73</td>
</tr>
</tbody>
</table>

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

E. No later than three (3) weeks after the Trust Fund Board formally establishes and adopts the final premium rates for Fiscal Years 2008-2009, the Office of Collective Bargaining shall distribute the final calculation of the Employers’ monthly contribution amounts for each health benefit plan.

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

G. Rounding Employer’s Monthly Contribution. Whenever the Employer’s monthly contribution (premium plus administrative fee) to the Trust Fund is less than one hundred percent (100%) of the monthly premium amount, such monthly contribution shall be rounded to the nearest cent as provided below:
1. When rounding to the nearest cent results in an even amount, such even amount shall be the Employer's monthly contribution. For example:
   (a) $11.397 = $11.40 = $11.40 (Employer's monthly contribution)
   (b) $11.382 = $11.38 = $11.38 (Employer's monthly contribution).

2. When rounding to the nearest cent results in an odd amount, round to the lower even cent, and such even amount shall be the Employer's monthly contribution. For example:
   (a) $11.392 = $11.39 = $11.38 (Employer's monthly contribution)
   (b) $11.386 = $11.39 = $11.38 (Employer's monthly contribution)

Employer contributions effective July 1, 2007 reflect the rounding described in item G.

Employer contributions effective July 1, 2008, shall be rounded as described in item G after administrative fees have been determined by the Trust Fund Board.

H. Should the Union consider establishment of a Voluntary Employees' Beneficiary Association Trust (VEBA) pursuant to Act 245, Session Laws of Hawaii 2005, this Agreement is subject to reopening by mutual consent, for the purpose of negotiating Employer contributions. The Union will provide written notification of its intent and the parties will meet not later than 15 working days after receipt of notification for the purpose of renegotiating the affected provisions and execution of a Memorandum of Understanding.
1. Determine the Family Dental Rate without the Administrative Fee. Determine the Two-Party Dental Rate without the Administrative Fee.

2. Subtract the Two-Party Dental Rate from the Family Dental Rate. This results in the attributable Children Dental Cost.

   The Employer will pay 100% of the attributable Children Dental Cost, rounded to the lower even cent.

3. The Employer will also pay 60% of the Two-Party Dental Rate plus 100% of the administrative fee, rounded to the lower even cent.

4. In summary, the Employer will pay (rounded as provided in Section 62, paragraph G):

   - 100% of the attributable Children Dental Cost
   - 60% of the Two-Party Dental Rate, rounded to the lower even cent
   - 100% of Administrative Fee
NEW SECTION 63A - ALCOHOL AND CONTROLLED SUBSTANCE TEST FOR EMPLOYEES NOT COVERED UNDER SECTION 63 – COMMERCIAL MOTOR VEHICLE (CMV) ALCOHOL AND CONTROLLED SUBSTANCE TEST

Notwithstanding Section 14.01, the Employer and Union agree that the Employer may conduct random and reasonable suspicion alcohol and controlled substance tests on all Employees not covered by Section 63.

Section 63A is intended to help keep the workplace free from the hazards resulting from the use of alcohol and controlled substances. The workplace shall be free from the risks posed by the use of alcohol and controlled substances for the safety of the public and the Employees. Employees are expected to report to work in a physical and mental condition consistent with this agreement which enables them to perform their duties in a safe and productive manner. Employees subject to alcohol and controlled substance tests and who are subject to disciplinary action shall be afforded “due process” as provided in the alcohol and controlled substance testing Memorandum of Agreement (“MOA”).

All current and new Employees subject to the MOA shall receive a copy of the MOA and educational material from the Employer before being required to submit to an alcohol or controlled substance test.

The Employer shall obtain a signed acknowledgement from each Employee that indicates that the Employee has been advised of the provisions and requirements of the MOA. Whether the Employee signs or refuses to sign the acknowledgement, the Employer shall be considered to have given proper notice and information in accordance with this Section. The Employee’s refusal to sign shall be noted on the acknowledgement form.
SECTION 66. DURATION.

66.01 EFFECTIVE DATES.

The Unit 1 Agreement shall be effective [July 1, 2005] July 1, 2007 and shall remain in full force and effect to and including [June 30, 2007] June 30, 2009. It shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend or terminate the Unit 1 Agreement.

66.02 NOTICES AND PROPOSALS.

Notices and proposals shall be in writing and shall be presented to the other party between [July 1 and August 30, 2006.] June 15 and June 30, 2008. When the notice is given, negotiations for a new Unit 1 Agreement shall commence on [or about September 1 following the giving of the notice.] a mutually agreeable date following the exchange of written proposals.