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**IDnum** 383    **Language** English    **Country** United States    **State** HI

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

**Local** 152, Unit 6

Occupations Represented
Teachers—preschool, kindergarten, elementary, middle, and secondary

**Bargaining Agency** State of Hawaii Board of Education

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

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**UNIT 06  
AGREEMENT**

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UNIT 06  
AGREEMENT

This Agreement is made, pending funding appropriation from the 1998 Legislature, by and between the Hawaii Government Employees Association, AFSCME Local 152, AFL-CIO, hereinafter called the Union and the State of Hawaii, Board of Education including the Department of Education, hereinafter called the Board.

ARTICLE 1 - RECOGNITION

The Board recognizes the Union as the exclusive bargaining agent of a unit consisting of all educational officers employed by the Board as certified by the Hawaii Labor Relations Board pursuant to Chapter 89, Hawaii Revised Statutes.

ARTICLE 2 - NON-DISCRIMINATION

The Employer and the Union agree that neither party will discriminate against any Employee because of membership or non-membership or lawful activity in the Union or on the basis of race, national origin, color, religion, age, sex, ancestry, disability, marital or parental status, sexual orientation, for being a disabled veteran, veteran of the Vietnam era, or lawful political activity, except for bona fide occupational or legal requirements. The Employer and the Union agree to comply with all applicable federal and state laws.

ARTICLE 3 - CONFLICT

If there is any conflict between the provisions of this Agreement and any of the rules and regulations of the Board, other personnel regulations applicable to educational officers, or any contracts between the Board and educational officers, the terms of this Agreement shall prevail.

ARTICLE 4 - MAINTENANCE OF RIGHTS, BENEFITS AND PRIVILEGES

A. Except as modified herein, educational officers shall retain all rights, benefits, and privileges pertaining to their conditions of employment contained in the School Code at the time of the execution of this Agreement.

B. Subject to the foregoing paragraph, nothing contained herein shall be

interpreted as interfering with the Board's right to make, amend, revise, or delete any portion of the School Code; provided, however, that the Union shall be consulted on any changes to be made.

#### ARTICLE 5 - UNION REPRESENTATION RIGHTS

A. Full-time Union representatives shall be permitted to visit and confer with educational officers at their work sites regarding complaints and grievances and to assure that the Agreement is being properly administered. The Union representatives shall notify the appropriate supervisor prior to their arrival at the work site. While on the Board's premises or work sites, the Union representatives shall not interfere with normal operations.

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

C. The Union shall provide the Board with a list of Union representatives and Union stewards by September 1 of each school year and shall maintain its currency.

D. To enhance Employee involvement, the Union shall be allowed to appoint a reasonable number of educational officers to participate in discussions with the Employer regarding common issues, concerns, and problems during working hours without loss of pay or benefits. The parties shall mutually agree to the implementation process of Section D.

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

#### ARTICLE 6 - RIGHTS OF THE EMPLOYER

The Board retains sole authority and right to operate the State of Hawaii, Department of Education. The rights retained include, but are not limited to, the right to determine the goals, purposes, and policies of the State of Hawaii, Board of Education, and the Department of Education; the right to determine the facilities, methods, means, and numbers of personnel required for the implementation of the State's educational programs; the right to hire, direct, promote, transfer, assign, and retain employees in

positions within the department and to suspend, demote, discharge, or take other disciplinary action against employees; the right to relieve employees from duties because of lack of work or for other legitimate reasons, the right to examine, select, certify, recruit, hire, evaluate, train, retain, promote, assign, or transfer employees; the right to utilize and direct the work force; the right to classify and reclassify positions, assign or reassign classes to pay scales; the right to discipline or discharge employees; the right to maintain the efficiency of the State operation entrusted to them; and the right to take whatever action may be necessary in situations of emergency, except those as may be modified under this Agreement.

#### ARTICLE 7 - NO STRIKES OR LOCKOUTS

A. The Union agrees that during the life of this Agreement, the Union, its agents, or its bargaining unit members, will not authorize, instigate, condone, aid, or engage in any work stoppage, slow down, sickout, refusal to work, picketing, or strike against the Board.

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

C. Any violation of this Article by the Union or the Board shall not be subject to Article 15, Grievance Procedure, and either party may pursue such legal remedies as provided by law.

D. Disciplinary action taken against an educational officer for violation of this Article shall be subject to Article 15, Grievance Procedure.

#### ARTICLE 8 - PERSONNEL POLICY CHANGES

A. All matters affecting major personnel policy changes in employee-employer relations concerning educational officers, including those that are, or may be, the subject of a regulation promulgated by the Board are subject to consultation with the Union.

B. Task Force Studies which may affect personnel policy matters shall have educational officer participants appointed by the Union.

#### ARTICLE 9 - FACULTY AND STAFF

A. Principals shall have authority and responsibility to select all division, grade level, and department chairpersons in their schools after consulting with staff members in the respective divisions, grade levels, and departments.

B. Educational officers shall have the right to make recommendations for the selection of their subordinates which will be considered by the appointing authorities in selection of their staff members.

C. Principals shall have authority and responsibility to schedule, as needed, a faculty meeting on one (1) day each week. Emergency faculty meetings may be held at any time prior to, during, or after regular student hours.

D. Reductions of certificated staff personnel in schools may be made, as practicable or feasible, prior to May 15 for the next school year. Reduction may be made after May 15 to alleviate and correct educational and operational problems caused by a difference between projected and actual student enrollment in schools.

E. The Board or its designee shall consult with the Union on the formulation of foundation staffing.

#### ARTICLE 10 - STUDENTS

A. Principals and their designees shall have the right to determine the assignment of students.

B. The final disposition of student referrals shall be made by principals except in cases of student expulsion.

#### ARTICLE 11 - APPOINTMENTS

A. All appointments shall be based on requirements of the position and experience and qualification of the educational officer.

##### 1. School Level Educational Officer Vacancy

a. To fill any school level educational officer vacancy, first priority shall be given to educational officers with tenure in that class who wish to move to that position through a lateral transfer or a voluntary demotion; second, to educational officers with tenure as principals in other classes; third, to educational officers with tenure as vice principals; fourth, to other qualified educational officers.

b. For school level educational officer positions, all educational officers shall be considered for appointments in accordance with the procedure developed and agreed to by the Board and the Union.

c. If there is no qualified candidate for a vacant school level position, the vacant position may be filled on a temporary assignment condition not to exceed the current school year.

## 2. State and District Educational Officer Vacancy

All vacancies for State and District level educational officer positions shall be advertised as follows:

a. If the vacancy is advertised during the period from June 1 to August 31 it shall be advertised for thirty (30) days prior to selection.

b. If the vacancy is advertised during the period from September 1 to May 31 it shall be advertised for twenty (20) days prior to selection.

c. Priority for appointments shall be given to qualified and tenured educational officers in that class who wish to move to that position through lateral transfer or a voluntary demotion and second to all other qualified educational officers with tenure.

B. All appointments of tenured educational officers shall be permanent, except in cases where an educational officer is "vicing", is on probation, is in a temporary position, or is otherwise appointed specifically for a limited term.

C. If temporary or probational appointees are not converted to permanent appointees in accordance with established procedures, they shall be returned to the positions they held prior to their temporary or probational appointments. In the event the last clear positions they held have been abolished, then Section D shall apply.

D. Department procedures to implement provisions of this agreement shall be developed collaboratively by the Board and the Union.

## ARTICLE 12 - TENURE

A. School level educational officers shall be on two (2) years probation on their first entry into the Department of Education. Completion by a school level educational



officer of the probationary period as a teacher shall constitute satisfaction of this entry requirement.

B. On promotion to a new position, an educational officer's probation shall not exceed one (1) year. Should, however, the rating of the educational officer for the probationary period be marginal (less than satisfactory), the Employer shall extend the probationary period of the educational officer for one (1) additional year.

C. All new appointees to State and District educational officer positions shall be on probation for one (1) year. Should, however, the rating of the educational officer for the probationary period be marginal (less than satisfactory), the Employer shall extend the probationary period of the educational officer for one (1) additional year.

D. Definition of probationary year.

1. A year of probation shall be determined as service for a full twelve (12) months period commencing from the effective date of appointment.

2. The probationary year may be interrupted by any leave approved by the Department.

a. Approved leaves with full pay will not alter the probationary period.

b. Long-term leaves of absence shall result in the probationary period being altered by the exact number of calendar days absent.

E. On satisfactory completion of the educational officer's probationary period, an educational officer shall have tenure in any position in the same class and salary range or lower salary range upon reappointment and reporting to duty in a position in that same class and salary range or lower salary range. Educational officers with tenure shall not be suspended, demoted, discharged, or terminated without proper cause provided, however, that the foregoing is not intended to interfere with the right of the Board to relieve employees from duties for lack of work or other legitimate reasons.

F. Only tenured educational officers, who have accepted appointive positions (Superintendent, Deputy Superintendent, Assistant Superintendent, District Superintendent, Deputy District Superintendent and Administrative Assistant) in which tenure is not earned, shall be entitled to return to educational officer positions for which they have tenure and/or qualify.

G. Educational officers shall not be eligible to apply for, request, or be considered for voluntary movement from one educational officer position to another

during the educational officer's probationary period.

#### ARTICLE 13 - PERSONNEL INFORMATION

A. An educational officer shall be permitted to examine the educational officer's personnel file and be given a copy of all materials placed in it. It is understood and agreed that there shall be one personnel file maintained at the school, at the district, and at the state office.

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

C. All derogatory material in an educational officer's file shall be destroyed after two (2) years, unless the educational officer's superior makes a determination of the current validity of such material. If the superior determines that the material is valid currently, it may remain in the file for another year and again reviewed. Any derogatory material more than five (5) years old must be destroyed.

#### ARTICLE 14 - REPRESENTATION

A. The Board shall provide legal counsel for an educational officer upon request when:

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

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

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

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

In addition, the educational officer's required presence in any of the foregoing situations during off duty hours shall be compensated in accordance with Article 25, Compensation.

B. The educational officer against whom such civil action or proceeding is brought shall deliver immediately after date of service all process or complaint served upon the Employee or an attested true copy thereof to the Employee's immediate supervisor who shall promptly furnish copies of documents therein to the Attorney General.

C. In the event the Employer decides not to provide legal counsel, the Employer shall provide the reasons for the denial in writing within 5 working days upon receipt of the written response from the Attorney General's Office.

D. When grievances are filed against educational officers for actions taken by them in the course of their employment and within the scope of their duties and responsibilities, the Board shall provide them with necessary staff support and representation. When such assistance is requested by the educational officer and the Board fails to furnish such assistance, the educational officer will not be penalized for any improper action taken. The educational officer may also request the presence of a Union representative who shall be allowed to attend any grievance hearing against the educational officer.

E. The Board shall provide educational officers with advice and assistance in the interpretation and administration of collective bargaining contracts or agreements covering their subordinates. Whenever educational officers perform or carry out their

assigned duties and responsibilities based on such advice and assistance, the Board agrees to provide full support to the educational officer should conflicts or grievances arise.

F. The Board shall inform the Union of any litigations or grievances filed against an educational officer.

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

H. Bill of Rights.

1. The educational officer shall be informed of any complaint including repeated and anonymous complaints filed against the educational officer. The complaint shall be reported immediately to the educational officer by the supervisor receiving the complaint.

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

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

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

I. The Union shall be sent by U.S. Postal Service or be informed that the following items may be picked up by the Union, as the items become available for distribution: one (1) copy each of the Board of Education's official agenda and minutes, and the Board's Personnel Committee's official agenda, minutes, and Committee's appointment recommendations. Educational officers being recommended for appointment shall be sent by U.S. Postal Service a notification of such appointment recommendation in conjunction with the appointment recommendation being submitted to the Board for action.

## ARTICLE 15 - GRIEVANCE PROCEDURE

A. The term "grievance" as used in this Agreement shall mean a complaint filed by a bargaining unit educational officer covered hereunder or on an educational officer's behalf by the Union alleging a violation concerning the interpretation or application of a specific provision of this Agreement occurring after its effective date. Any relevant information specifically identified by the grievant or the Union in the possession of the Board needed by the grievant or the Union to investigate and process a grievance shall be provided to them on request within seven (7) working days.

B. An individual educational officer may present a grievance to the immediate supervisor and have the grievance heard without intervention of the Union, provided that the Union has been afforded an opportunity to be present at the conference(s) on the grievance. Any adjustment made shall not be inconsistent with the terms of this Agreement.

C. The grievance must be filed with the appropriate superior within twenty (20) working days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) working days after the alleged violation first became known or should have become known to the educational officer involved, or the grievance may not be considered.

For school level educational officers all time limits herein shall consist of school days, Monday through Friday, except that when a grievance is submitted on or after the last work day of the school year, and before the first work day of the next school year, time limits shall consist of all week days, Monday through Friday, except holidays.

D. Discussion Stage. A grievance shall, whenever possible, be discussed informally between the complaining educational officer and the immediate supervisor within twenty (20) working days as provided for in paragraph C of this Article.

E. Step 1. If the matter is not settled on an informal basis in a manner satisfactory to the educational officer involved, then the educational officer or the Union may file a formal grievance by setting forth in writing on a form provided by the Board, the nature of the complaint, the specific provision(s) of the Agreement allegedly violated, the date of the alleged violation, and the remedy sought within the twenty (20) working days specified in paragraph C above in accordance with the following procedure:

1. If the grievant is an educational officer in a district, the grievance shall be submitted to the District Superintendent.

2. If the grievant is an educational officer in a State Office, the grievance shall be submitted to the Assistant Superintendent.

3. If the grievant is an educational officer in the Office of the Superintendent, the grievance shall be submitted to the Deputy Superintendent.

A meeting shall be held between the grievant and a Union representative with the appropriate representative of the Board within seven (7) working days after the written grievance is received. Either side may present witnesses. The Board representative shall submit a written answer to the grievant and the Union within seven (7) working days after the meeting.

Time Limits: By mutual consent of the Union and the Employer, any time limits may be extended after the filing at Step 1.

F. Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievant or the Union may appeal the grievance in writing to the Superintendent or the Superintendent's designee, within seven (7) working days after receiving the written answer. A meeting to discuss the grievance shall be held within seven (7) working days after receipt of the appeal. The Superintendent or the Superintendent's designee shall reply in writing to the grievant and the Union within seven (7) working days after the meeting.

G. If the Union has a class grievance, it may submit the grievance in writing as follows:

1. To the appropriate District Superintendent if the grievance involves only educational officers in one district.

2. To the appropriate Assistant Superintendent if it involves educational officers in the same State Office.

3. To the Superintendent in the case of all other class grievances.

4. Time limits shall be the same as in individual grievances, and the procedures for appeal from unsatisfactory answers of District Superintendents and Assistant Superintendents shall be the same as in Step 2.

H. If a grievance involving interpretation or application of this Agreement is not

satisfactorily resolved at Step 2, the Union may submit to the Superintendent a request for arbitration of the grievance within twenty (20) working days after receipt of the answer at Step 2.

I. Representatives of the parties shall immediately thereafter attempt to select an arbitrator. If agreement on an arbitrator is not reached within ten (10) days after the request for arbitration is submitted, either party may request the Hawaii Labor Relations Board to submit a list of five (5) arbitrators. Selection of an arbitrator shall be made by each party alternately deleting one (1) name at a time from the list. The first party to delete a name shall be determined by lot. The person whose name remains on the list shall be designated the arbitrator. The decision of the arbitrator shall be final and binding upon the Union, its members, the educational officers involved in the grievance, and the Board; provided, however, that the arbitrator shall have no jurisdiction to alter, amend, or modify the terms of this Agreement.

J. The arbitrator shall not consider an alleged violation of any provision of the Agreement which was not presented in Step 2 of the grievance appeal.

K. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union, including the cost of the arbitrator's transcript if one is supplied. Each party will pay the cost of presenting its own case.

L. If the Board disputes the arbitrability of any grievance submitted to arbitration, the arbitrator shall first determine the question of arbitrability. If the arbitrator finds that it is not arbitrable, the grievance shall be referred back to the parties without decision or recommendation on its merits.

M. When the arbitrator finds that any disciplinary action was improper, the action may be set aside, reduced, or otherwise modified by the arbitrator. The arbitrator may award back pay to compensate the educational officer wholly or partially for any salary lost.

#### ARTICLE 16 - LAYOFF

A. When there is an impending layoff because of lack of funds or other legitimate reasons, the Board shall inform the affected educational officer or educational officers and the Union, in writing, as soon as possible but in any case at least sixty (60) calendar days before the impending layoff will take place.

B. The Board shall consult with the Union on its plans for layoff.

C. Waiver of Displacement Rights. The educational officer affected by layoff may waive displacement rights, in writing, to the Board, thereby limiting placement to vacant positions.

D. When the Board determines that layoffs are required because of lack of funds or other legitimate reasons, the following procedures shall be applied:

1. In the event that educational officers must be laid off, retention points based on months of service as an educational officer for the Board shall be used to determine displacements. Retention points shall be computed on the basis of one (1) point for each full month of service. A fraction of a month of service shall be used to break "ties." Service rendered up to the day prior to the day on which layoff is to take place will be included in the computation. The following periods of leaves without pay are creditable for computing retention points:

- a. Educational-professional improvement.
- b. Employment at the State Legislature.
- c. Loan to other government agencies.
- d. Industrial injury.
- e. United States military service.
- f. Child care.
- g. Union.
- h. Illness.



2. Educational officers shall have rights to positions held by other bargaining unit educational officers in the following order:

a. To positions occupied by temporary educational officers who are in the same class and at the same salary range.

b. To positions occupied by educational officers in their initial probationary period who are in the same class and at the same salary range.

c. To positions occupied by educational officers in their promotional probationary period who are in the same class and at the same salary range.

d. To positions occupied by regular educational officers with the least retention points who are in the same class and at the same salary range.

e. To positions occupied by temporary educational officers who are in another class and at the same salary range.

f. To positions occupied by educational officers in their initial probationary period who are in another class and at the same salary range.

g. To positions occupied by educational officers in their promotional probationary period who are in another class and at the same salary range.

h. To positions occupied by regular educational officers with the least retention points who are in another class and at the same salary range.

i. To positions occupied by temporary educational officers who are in another class and at a lower salary range.

j. To positions occupied by educational officers in their initial probationary period who are in another class and at a lower salary range.

k. To positions occupied by educational officers in their promotional probationary period who are in another class and at a lower salary range.

l. To positions occupied by regular educational officers with least retention points who are in another class and at a lower salary range.

3. When an educational officer cannot be placed in another position or refuses to accept a position offered under this procedure, the educational officer will be laid off and the educational officer's name placed on the reemployment list.

On recall, educational officers on the reemployment list will be rehired in the reverse order of their placement on the list.

4. The educational officer must meet the minimum qualification requirement for the position in which the educational officer is to be placed. The minimum qualification requirements for all educational officer positions will be established and supplied to the Union no later than on the execution date of the Agreement.

5. Educational officers who have not completed their initial probationary period or who have temporary appointments are not subject to this Article unless they have tenure in another position in the bargaining unit.

6. The Board shall attempt to place educational officers who are laid off in other vacant positions for which they are qualified.

#### ARTICLE 17 - EDUCATIONAL OFFICERS GOVERNANCE

Educational Officers shall be involved in decisions which impact their functions and responsibilities.

The Superintendent/Deputy Superintendent, Assistant Superintendents, and District Superintendents will collaboratively agree with their respective educational officers on agenda and scheduling of quarterly union-management meetings entirely devoted to educational officer initiated issues.

#### ARTICLE 18 - CAREER DEVELOPMENT

A. The Board and the Union mutually agree to recognize educational officers for their efforts to obtain advanced degrees in a field related to education and/or responsibilities.

B. Based on the aforementioned, the parties shall develop guidelines to implement the provisions of this article.

C. The parties mutually agree that the implementation of this article is subject to the availability of funds.

## ARTICLE 19 - TEMPORARY ASSIGNMENT

A. Educational officers may be assigned to fill a position at a higher salary level than their own on an "acting basis."

B. A temporary assignment on an "acting basis" shall mean the assignment by a competent authority and the assumption, without a formal change in position assignment, of the significant duties and responsibilities of another position due to the incumbent of the position not being able to perform the duties of that position or serving on another temporary assignment.

C. Salary adjustments for temporary assignment shall be in accordance with Article 25, Compensation.

## ARTICLE 20 - PROFESSIONAL IMPROVEMENT

A. For the purpose of improving professional services, the Employer shall endeavor to:

1. increase the number of educational officers participating in staff development;
2. provide a wide range of professional development opportunities including self-initiated development activities; and
3. ensure equitable procedures to provide opportunities for all educational officers.

B. The Board may grant professional improvement leaves of absence under conditions set forth in this article:

1. Leaves Up to Twelve (12) Months
  - a. An educational officer who has served six (6) continuous years with the Board may qualify for such leave of absence. Such leave shall be for a period not to exceed one (1) year and may not be granted again to the same educational officer until the educational officer has served an additional period of six (6) continuous years with the Board.

b. The Board shall consider the following in reviewing a request for such leave:

1) The purpose of the leave is mutually beneficial to the educational officer and the Board;

2) The nature, length, and pertinency of professional educational course work, research, or other professional activity which the educational officer plans to undertake during such leave are consistent with the needs of the Board;

3) The educational officer's absence will not adversely affect the operations of the Board;

4) The educational officer's work performance record and seniority (continuous length of service with the Board);

5) The Board shall grant not less than seven (7) professional improvement leaves to educational officers per school year.

c. In the event a request for such leave is denied, the educational officer may request and shall be provided the reasons for denial in writing from the Board.

d. Professional improvement leave may be for a period of up to six (6) months at full pay; or a period of up to twelve (12) months at half pay, based upon the program submitted and approved.

1) Leave requirements must be completed within the effective dates of the leave, provided however;

2) Those taking one (1) semester only may use the summer following the school year they take professional improvement leave to fulfill a part of the leave requirement.

e. Before being granted such leave, an educational officer shall enter into a contract with the Board which shall provide the following:

1) The educational officer shall agree to return to work upon termination of such leave or any other leave which may be granted by the Board immediately following such leave. If the educational officer fails to report for work

upon termination of this leave and if no subsequent authorized leave is granted, the

educational officer shall be considered to have resigned and shall refund all monies received while on such leave.

2) Upon return from this leave granted under this Agreement, the educational officer shall agree to work for a period of one (1) continuous year. If the educational officer fails to do so, the educational officer shall refund all monies received from the Board while on this leave.

3) The educational officer shall be guaranteed a return to the educational officer's position or an equivalent position at the expiration of this leave.

4) The educational officer shall not accrue any vacation or sick leave credits during the period of such leave.

## 2. Leaves Up to Thirty (30) Days

a. Educational officers may be permitted leaves up to thirty (30) days with pay.

b. The Board shall consider the following in reviewing a request for such leave:

1) The purpose of the leave is mutually beneficial to the educational officer and the Board;

2) The nature, length and pertinency of professional educational course work, research, or other professional activity which the educational officer plans to undertake during such leave are consistent with the needs of the Board;

3) The educational officer's absence will not adversely affect the operations of the Board.

c. In the event a request for such leave is denied, the educational officer may request and shall be provided reasons for denial in writing from the Board.

d. The educational officer shall agree to return to work upon termination from such leave.

e. The educational officer shall be guaranteed a return to the educational officer's position at the expiration of this leave.

### 3. Leaves Up to Five (5) Days

Educational officers may be permitted to attend conferences, seminars and workshops, during working hours, relating to the area of their responsibilities. Permission to attend shall not be unreasonably denied. Upon approval, educational officers shall be granted up to five (5) days of paid leave a year at their applicable rate of pay for this purpose. When attendance at any time is mandatory, they shall be paid at their applicable rate of pay. Unused paid leave days are not cumulative.

## ARTICLE 21 - SURVEYS AND QUESTIONNAIRES

A. District superintendents shall coordinate the distribution of surveys and questionnaires to educational officers so as to allow reasonable time for thoughtful answers.

B. Membership of the committee on surveys, questionnaires, tests, and any other types of inventories shall include educational officers from the school, district, and state levels. Selection of representatives shall be collaboratively determined by the Union and the Employer.

## ARTICLE 22 - LEAVE FOR JURY OR WITNESS DUTY

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

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

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

## ARTICLE 23 - ADMINISTRATOR'S CONFERENCE

Educational officers shall be allowed to attend an annual Administrator's Conference sponsored by the Hawaii Government Employees Association, provided

such attendance does not adversely disrupt the operations of the State and District offices. The Board shall schedule the date of the annual conference.

The Union may be permitted to use the Employer's conference rooms or other similar facilities for the annual Administrator's Conference.

## ARTICLE 24 - TRAVEL

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

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

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

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

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

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

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

D. Intra-state travel.

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

2. In the case of official travel time involving a fraction of a day, the allowable claim shall be in terms of quarter-day periods, with the quarter-day periods measured from midnight. In computing the amount of per diem, the official travel time shall begin 30 minutes before the scheduled flight departure time and shall end upon the Employee's return to the Employee's home airport. This paragraph shall be applicable to all trips, including one-day trips (leaving and returning on the same day); however, in the case of one-day trips, the allowable claim shall not exceed two (2) quarter-day periods.

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

E. Out-of-state travel.

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

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

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

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

Included in the per diem rate designated in paragraphs D and E shall be a daily allowance for commercial lodging.

For intra-state travel, this lodging allowance shall be \$50 per 24-hour day. For out-of-state travel, this allowance shall be \$85 per 24-hour day.

Whenever an Employee's commercial lodging cost exceeds the applicable



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

G. Advanced per diem and reimbursements.

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

H. Furnished meals and/or lodging.

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

I. Mileage reimbursement.

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

2. Employees who are authorized to use their private vehicles to carry out their duties and responsibilities shall be reimbursed \$.37 for each mile traveled for business purposes.

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

4. Mileage reimbursement to and from home to work site shall be allowed for all call back work and when school level educational officers return to the work site from home for police or fire emergencies, for employee selection interviews conducted during school recesses or holidays, or for other activities during recesses or holidays for which prior approval has been secured from the educational officer's supervisor.

## ARTICLE 25 - COMPENSATION

### A. Vacation.

1. School level educational officers shall report to their schools no less than two (2) weeks prior to the beginning of the school year. They shall be compensated at their regular rate of pay for the two-week (2) period based on the salary range and step to be assumed for their officially appointed or temporarily assigned positions as of the start of the new school year for their respective school. Beginning School Year 1998-1999 the regular rate of pay shall be calculated at 1/191.

2. School level educational officers shall be required to complete all required tasks in June, not to exceed one (1) week after the school is closed for teachers.

3. When an educational officer in the twelve-month (12) salary schedule requests vacation, it shall be granted at such time or as close to the requested period as conditions in the department will permit so as to prevent any forfeiture of vacation allowance. In the event that a vacation request is denied, the educational officer shall be furnished the reasons for denial in writing.

4. Educational officers shall not be assigned duties during their vacation unless they agree to perform such duties and are compensated as follows:

a. Educational officers in the ten-month (10) salary schedule shall be compensated for any work they perform during their vacation at their regular rate of pay for each day of work assigned.

b. On the authorization of the Superintendent, educational officers on the twelve-month (12) salary schedule may be called to duty before the expiration of any granted vacation. In such event the educational officer shall be paid for all work performed at the rate of one and one-half (1 1/2) times the educational officer's regular rate of pay during such period the educational officer's services are required and shall be granted unused vacation days at a time mutually agreed upon.

B. Weekends. All educational officers who are requested to perform duties on weekends shall be given compensatory time off for all hours worked which must be taken within six (6) months.

C. Holidays. All educational officers who are requested to perform duties on

holidays shall be paid at their regular rate of pay for all hours worked.

D. Compensation Adjustments

1. Promotions and Voluntary Demotions

a. Section 297-37, Hawaii Revised Statutes (HRS) reads in pertinent parts as follows:

"Any educational officer demoted to a position in a lower salary range shall continue to be paid the educational officer's previous salary range for the first year of the educational officer's demotion, after which the educational officer shall be compensated at the appropriate step in the salary range to which the educational officer has been demoted."

Notwithstanding such statutory provision any educational officer who is demoted shall be placed on the appropriate step on the lower salary range as provided for in School Code Regulation #5206, which shall also govern salary adjustments upon promotion.

b. For purposes of salary adjustments, an increment shall be equivalent to four percent (4%) provided that such movement does not exceed three (3) steps or the maximum step available.

2. Temporary Assignment

a. Ten-month educational officers assigned temporarily to a higher position shall be compensated from the first day of the assignment according to the procedures contained in Regulation #5206 if such assignment exceeds five (5) days.

b. When the Board or its designee authorizes a temporary assignment for twelve-month educational officers to a higher level position, the educational officer shall be paid from the first day of the assignment provided for under Regulation #5206.

c. An educational officer who performs a temporary assignment to a lower position shall continue to be compensated at the educational officer's existing rate prior to the temporary assignment.

3. Beginning School Year 1998-99, seven (7) additional instructional days shall be added to the 10-month educational officers work year. The compensation for the seven (7) additional instructional days has been incorporated into the July 1, 1998 Salary Schedule (Exhibit 11-A).

4. Salary placement resulting from other personnel actions shall be governed by

School Code Regulation #5206.

## ARTICLE 26 - MEALS

Upon the prior approval of the assistant or district superintendent, an educational officer shall be provided a dinner allowance not to exceed six dollars and seventy-five cents (\$6.75) when the educational officer is required to work beyond the dinner time.

## ARTICLE 27 - PARKING

### A. Parking Rates.

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

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

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

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

### STATE OF HAWAII

#### Island of Oahu

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

#### Neighbor Islands

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

### CITY AND COUNTY OF HONOLULU

All Parking	\$ 7.50/month
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B. It is understood and agreed that Employees who are required to provide a personal automobile as a condition of employment and who are parking in commercial parking facilities shall be offered a parking assignment in a DAGS or City Building Department facility, as applicable, and as space becomes available. Until such time that the Employer can offer such parking assignment, the Employer agrees to reimburse each Employee a monthly sum as follows:

STATE OF HAWAII

Island of Oahu

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

Neighbor Islands

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

CITY AND COUNTY OF HONOLULU

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

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

ARTICLE 28 - SAFETY AND HEALTH

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

1. When feasible in the renovation or construction of government buildings, the Employer shall endeavor to include in the Employer's specifications, provisions to provide, but not limited to the following: air conditioning; cold water fountains; restrooms for Employees separate from public restrooms; areas for meals.

2. When adequate lighting is essential to the performance of a specific function, the Employer shall provide necessary lighting equipment.

B. The Employer shall endeavor to provide security and protection for educational officers in offices where there have been experiences of frequent threats or violence.

#### ARTICLE 29 - MISCELLANEOUS

A. The Board shall either reimburse educational officers for the reasonable value, or pay for the actual cost of repair, of personal clothing, prescription glasses, (maximum reimbursement: \$48 total or \$30 for lens, \$30 for frame), and watches (maximum reimbursement: \$50), which are maliciously damaged or destroyed by another person or animal while the educational officer is acting in the discharge of the educational officer's duties and without negligence. The cost of an eye examination shall be reimbursed to an educational officer whenever there is no available optical dispenser to accept existing prescriptions without a new examination (maximum reimbursement: \$50).

#### ARTICLE 30 - SALARIES

A. Subject to the approval of the respective legislative bodies, effective July 1, 1997:

1. The salary schedules in effect on January 1, 1997 identified as Exhibit 7 for 10-month Educational Officers and Exhibit 8 for 12-month Educational Officers shall be amended to reflect an across-the-board salary adjustment of one and twenty-one one hundredths percent (1.21%) and shall be designated as Exhibit 9 for 10-month Educational Officers and Exhibit 10 for 12-month Educational Officers respectively.

Any Employee compensated on the salary schedule designated as Exhibit 7 shall be assigned to the corresponding salary range and step of the salary schedule designated as Exhibit 9 for 10-month Educational Officers. Any Employee compensated on the salary schedule designated as Exhibit 8 shall be assigned to the corresponding salary range and step of the salary schedule designated as Exhibit 10 for 12-month Educational Officers. Any Employee whose rate of pay exceeds the maximum step of their corresponding salary range and step in Exhibit 9 for 10-month Educational Officers and Exhibit 10 for 12-month Educational Officers shall have their rate of pay increased by one and twenty-one one hundredths percent (1.21%).

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

1998:

1. The salary schedules in effect on July 1, 1997 for 10-month Educational Officers identified as Exhibit 9 and 12-month Educational Officers identified as Exhibit 10 shall be amended and designated as Exhibit 11 for 10-month Educational Officers and Exhibit 12 for 12-month Educational Officers (integrated salary schedules with 26 steps, 4.26% between ranges and 1.4% between steps) respectively.

2. Following B.1 above, 10-month Educational Officers on Exhibit 9 and 12-month Educational Officers on Exhibit 10 shall be placed on their respective salary schedules, designated as Exhibit 11 for 10-month Educational Officers and Exhibit 12 for 12-month Educational Officers, on the corresponding salary range at the step with a pay rate closest to but not less than the Educational Officer's current rate.

3. Following B.1 and B.2 above, Employees shall move or remain on Exhibit 11 for 10-month Educational Officers and Exhibit 12 for 12-month Educational Officers as follows:

a. Employees shall move from their salary range and step based on their cumulative years of service as an Educational Officer as of June 30, 1997, provided movement shall not be beyond the maximum step of their respective salary range.

b. Each step of the salary schedule represents one year of services as an Educational Officer for a total of twenty-six (26) steps for twenty-five (25) years of service. One year of service as an Educational Officer, whether serving a 10 month or 12 month appointment, shall be determined as service for a full twelve (12) months period commencing from the effective date of appointment.

c. Employees in the bargaining unit as of June 30, 1997 who are on a step or receiving a basic rate of pay lower than warranted by their total number of years as an Educational Officer shall move to the steps in their salary range which are halfway between their existing steps and the steps corresponding to their total number of years as an Educational Officer. If the number of steps between the Employee's existing step and the step corresponding to their total number of years of service as an Educational Officer is an odd number, round to the higher whole number in determining the number of steps to which the Employee is entitled to move. (Examples: (1) An Employee with 10 years of service as an educational officer on Step 4 is eligible to move to Step 11, a difference of 7 steps. Employee moves 4 steps to Step 8. (2) An Employee with 10 years of service as an educational officer on Step 1 is eligible to move to Step 11, a difference of 10 steps. Employee moves 5 steps to Step 6).

d. Employees in the bargaining unit as of June 30, 1997 who are on or beyond the maximum steps corresponding to their total numbers of years of service as an Educational Officer shall remain at their respective rate of pay.

e. Employees who enter the bargaining unit on or after July 1, 1997 shall remain at their respective steps or pay rates.

f. The salary schedule designated as Exhibit 11 for 10-month Educational Officers shall be amended to reflect an across-the-board salary adjustment of five and thirteen one-hundredths percent (5.13%) and shall be designated as Exhibit 11-A.

Any Employee compensated on the salary schedule designated as Exhibit 11 shall be assigned to the corresponding salary range and step of the salary schedule designated as Exhibit 11-A for 10-month Educational Officers. Any Employee whose rate of pay exceeds the maximum step of their corresponding salary range and step in Exhibit 11-A for 10-month Educational Officers shall have their rate of pay increased by five and thirteen one-hundredths percent (5.13%).

## ARTICLE 31 - HEALTH FUND

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

A. Effective July 1, 1997:

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

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

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

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

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

6. One hundred percent (100%) of the monthly premium for the Health Fund's



group life insurance plan for each employee-beneficiary enrolled in the group life insurance plan.

B. Effective July 1, 1998:

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

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

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

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

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

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

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

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

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

C. Whenever the Employer's monthly contribution to the Hawaii Public

Employees Health Fund is less than one hundred percent (100%) of the monthly premium amount, such monthly contribution shall be rounded to the nearest cent as provided below:

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

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

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

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

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

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

#### ARTICLE 32 - ENTIRETY CLAUSE

The Employer and the Union agree that the terms and provisions herein contained, including all the agreements reached through the collaborative process, constitute the entire Agreement between the parties and supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto with respect to the subject matter herein. The Employer and the Union agree that all negotiable items have been discussed during the negotiations leading to this Agreement and, therefore, agree that negotiations will not be reopened on any item during the life of this Agreement except as provided in Article 33, Duration, or by mutual consent.

#### ARTICLE 33 - DURATION

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

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

STATE OF HAWAI`I

HAWAI`I GOVERNMENT EMPLOYEES  
ASSOCIATION, AFSCME LOCAL  
152, AFL-CIO

By: \_\_\_\_\_  
Its: Governor

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By: \_\_\_\_\_  
Its: Executive Director

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