

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

2

3 **SECTION 23. WAGES.**

4

5 **23.01** **PREFIX DESIGNATION.**

6 The pay grades of Institutional, Health, and Correctional salary
7 schedules shall have a prefix designation of AM, CO and HE and
8 designated on three (3) separate salary schedules.

9

10 **23.02** The Institutional, Health and Correctional salary schedules in effect
11 on June 30, 2025 shall be designated as Exhibit 1, Exhibit 2, and
12 Exhibit 3.

13

14 **23.03** **SALARY ADJUSTMENTS.**

15 Subject to the approval of the respective legislative bodies:

16

17 **23.03 a.** Effective July 1, 2025, the salary schedule designated as Exhibit 1,
18 Exhibit 2, and Exhibit 3 shall reflect a three and five tenths percent
19 (3.5%) per month across-the-board salary increase and be
20 designated as Exhibit 1-A, Exhibit 2-A, and Exhibit 3-A, respectively.
21 Employees shall then be placed on the corresponding pay range and
22 step of the respective salary schedule.

23

24 Effective July 1, 2025, Employees not administratively assigned to
25 the salary schedule shall receive a three and five tenths percent
26 (3.5%) per month increase.

27

1 **23.03 b.** Effective July 1, 2026, the salary schedule designated as Exhibit 1-A,
2 Exhibit 2-A, and Exhibit 3-A shall reflect a three and seventy-nine
3 hundredths percent (3.79%) per month across-the-board salary
4 increase and be designated as Exhibit 1-B, Exhibit 2-B, and Exhibit 3-
5 B, respectively. Employees shall then be placed on the
6 corresponding pay range and step of the respective salary schedule.
7
8 Effective July 1, 2026, Employees not administratively assigned to
9 the salary schedule shall receive a three and seventy-nine
10 hundredths percent (3.79%) per month increase.
11
12 **23.03 c.** Effective July 1, 2027, the salary schedule designated as Exhibit 1-B,
13 Exhibit 2-B, and Exhibit 3-B shall reflect a four percent (4%) per
14 month across-the-board salary increase and be designated as
15 Exhibit 1-C, Exhibit 2-C, and Exhibit 3-C, respectively. Employees
16 shall then be placed on the corresponding pay range and step of the
17 respective salary schedule.
18
19 Effective July 1, 2027, Employees not administratively assigned to
20 the salary schedule shall receive a four percent (4%) per month
21 increase.
22
23 **23.03 d.** Effective July 1, 2028, the salary schedule designated as Exhibit 1-C,
24 Exhibit 2-C, and Exhibit 3-C shall reflect a four percent (4%) per
25 month across-the-board salary increase and be designated as
26 Exhibit 1-D, Exhibit 2-D, and Exhibit 3-D, respectively. Employees
27 shall then be placed on the corresponding pay range and step of the
28 respective salary schedule.
29

1 **Effective July 1, 2028, Employees not administratively assigned to**
2 **the salary schedule shall receive a four percent (4%) per month**
3 **increase.**
4

SECTION 34. MEAL ALLOWANCE.

34.01 AMOUNT.

34.01 a. An Employee who works overtime shall either be furnished a meal or be provided a meal allowance of [~~six dollars (\$6.00)~~] **eight dollars (\$8.00)** for breakfast, [~~eight dollars (\$8.00)~~] **ten dollars (\$10.00)** for lunch, and [~~ten dollars (\$10.00)~~] **twelve dollars (\$12.00)** for dinner as follows:

34.01 a.1. POST-SHIFT OVERTIME.

An Employee who works overtime after the workday shall be furnished a meal or provided a meal allowance after the completion of two (2) hours of overtime work in intervals of five (5) hours of overtime work rendered following the first overtime meal.

34.01 a.2. TWO (2) OR MORE HOURS OF PRE-SHIFT OVERTIME.

34.01 a.2.a) An Employee who works two (2) or more hours of pre-shift overtime and works continuously into the workday shall be furnished a meal or provided a meal allowance for the overtime work and the workday.

34.01 a.2.b) An Employee shall be furnished a meal or provided a meal allowance after the completion of two (2) hours of overtime work and at intervals of five (5) hours of continuous work after the first meal period.

34.01 a.3. LESS THAN TWO (2) HOURS OF PRE-SHIFT OVERTIME.

34.01 a.3.a) LESS THAN TWENTY-FOUR (24) HOURS PRIOR NOTICE.

1 An Employee who works less than two (2) hours of pre-shift overtime with
2 less than twenty-four (24) hours prior notice and works continuously into
3 the workday shall be furnished or provided a meal allowance at the
4 beginning of the workday and for the meal period in the workday.
5

6 **34.01 a.3.b) TWENTY-FOUR (24) HOURS OR MORE PRIOR NOTICE.**

7 An Employee shall not be entitled to a meal or a meal allowance when the
8 Employee works less than two (2) hours of pre-shift overtime with at least
9 twenty-four (24) hours prior notice and works continuously into the
10 workday.
11

12 **34.01 a.4. OVERTIME DURING OFF-DUTY HOURS, SCHEDULED DAY OFF OR**
13 **HOLIDAY.**

14

15 **34.01 a.4.a) LESS THAN TWENTY-FOUR (24) HOURS PRIOR NOTICE.**

16 An Employee who works overtime that is not post-shift or pre-shift
17 overtime on a day off or a holiday with less than twenty-four (24) hours
18 prior notice shall be furnished a meal or provided a meal allowance after
19 the completion of two (2) hours of overtime work and at intervals of five (5)
20 hours of continuous overtime work after the first overtime meal period.
21

22 **34.01 a.4.b) TWENTY-FOUR (24) HOURS OR MORE PRIOR NOTICE.**

23 An Employee who works overtime that is not post-shift or pre-shift
24 overtime on a day off or a holiday with at least twenty-four (24) hours prior
25 notice shall be furnished a meal or provided a meal allowance after the
26 completion of ten (10) hours of overtime work and at intervals of five (5)
27 hours of overtime work after the first overtime meal period.
28

29 **34.01 a.5. OVERTIME WHILE ON STAND-BY.**

1 An Employee who responds to a call to work as provided in Section 28
2 shall be furnished a meal or provided a meal allowance after the
3 completion of two (2) hours of work and at intervals of five (5) hours of
4 continuous work after the first meal period.

5

6 **34.02** **PAYMENT.**

7 The Employer shall provide a meal allowance to the Employee within thirty
8 (30) days (approximately two pay periods) from the date on which the
9 claim for the allowance is filed with the Employer.

10

11 **34.03** **DEFINITION.**

12

13 **34.03 a.** Breakfast shall mean a meal allowed an Employee from 3:00 a.m. to 9:00
14 a.m.

15

16 **34.03 b.** Lunch shall mean a meal allowed an Employee after 9:00 a.m. to 3:00
17 p.m.

18

19 **34.03 c.** Dinner shall mean a meal allowed an Employee after 3:00 p.m. but before
20 3:00 a.m.

Bargaining Unit 10
TENTATIVE AGREEMENT
Employer Wilbert Holck
Union [Signature]
Date 6/20/25

1 **SECTION 35. HOLIDAYS.**

2

3 **35.01** The following days of each year are established as holidays:

4

	<u>NAME OF HOLIDAY</u>	<u>DAY OF HOLIDAY</u>
<u>35.01 a.</u>	New Year's Day	First day of January
<u>35.01 b.</u>	Dr. Martin Luther King, Jr. Day	Third Monday in January
<u>35.01 c.</u>	Presidents' Day	Third Monday in February
<u>35.01 d.</u>	Prince Jonah Kuhio Kalaniana'ole Day	Twenty-Sixth day of March
<u>35.01 e.</u>	Good Friday	Friday preceding Easter Sunday
<u>35.01 f.</u>	Memorial Day	Last Monday in May
<u>35.01 g.</u>	King Kamehameha I Day	Eleventh day of June
<u>35.01 h.</u>	Independence Day	Fourth day of July
<u>35.01 i.</u>	Admission Day	Third Friday in August
<u>35.01 j.</u>	Labor Day	First Monday in September

35.01 k. Veterans' Day Eleventh day of November

35.01 l. Thanksgiving Day Fourth Thursday in November

35.01 m. Christmas Day Twenty-Fifth day of December

1 **35.01 n.** All election days, except primary and special election days, in the County
2 wherein the election is held.

3

4 **35.01 o.** Any day designated by proclamation by the President of the United
5 States or by the Governor as a holiday.

6

7 **35.02** **OBSERVANCE OF HOLIDAYS.**

8

9 **35.02 a.** An Employee whose workdays are Monday through Friday in the
10 workweek in which a holiday occurs shall observe the holiday as follows:

11

DAY OF HOLIDAY

DAY HOLIDAY OBSERVED

Saturday

Friday preceding Holiday

Sunday

Monday following Holiday

Workday

Workday

12

13 **35.02 b.** An Employee whose workday is other than Monday through Friday in the
14 workweek in which a holiday occurs shall observe the holiday as follows:

15

DAY OF HOLIDAY

DAY HOLIDAY IS
OBSERVED

Day Off

First workday after the day off

Workday

Workday

35.02 c.

Two Holidays Observed on the Same Calendar Day.

Whenever two holidays are to be observed on the same calendar day in accordance with Section 35.02 above:

The first holiday shall be observed in the normal manner; and

The second holiday shall be observed on a date mutually agreed to between the Employee and the Employee's supervisor provided that such mutual agreement shall be reached at least sixty (60) calendar days prior to the date the two holidays were to be observed. If an agreement is not reached, the matter shall be referred to the Employee's appointing authority or designee other than the Employee's supervisor for a final and binding decision. The decision shall be made at least thirty (30) calendar days prior to the date the two holidays were to be observed.

The mutually agreed upon date shall occur within the same calendar year.

35.03

SHARED EQUITABLY.

35.03 a.

Holiday work assignments shall be shared equitably among Employees in a work unit.

35.03 b.

A rotational system by seniority will be established whereby every Employee within an organizational unit will be given the opportunity to

1 participate in holiday work assignments on an equitable basis insofar as
2 the requirements of the mission will permit and in accordance with skills
3 required.
4
5 **35.03 c.** The Employer shall maintain records to assure that holiday work
6 assignments are shared equitably among Employees.
7
8 **35.03 d.** Section 35.03 shall not apply to an Employee who chooses workdays,
9 days off or shifts as provided in Section 25.03 b., 61.04 a. and 61.04 b.
10
11 **35.04** Upon request of the Union, the Employer shall meet and consult with the
12 Union when developing the equitable holiday work assignments.

Employer Wilbert Holck
Union [Signature]
Date 6/20/25

SECTION 41. LEAVE OF ABSENCE FOR DEATH IN THE FAMILY.

41.01 LEAVE WITH PAY.

41.01 a. An Employee shall be allowed three (3) working days as leave of absence with pay for death in the family which shall not be deducted from any other leaves, with or without pay including absences from work due to an injury as provided in the Hawaii Workers Compensation Law.

41.01 b. The leave of absence with pay shall be granted on days designated by the Employee provided it is within a reasonable period of time after a death in the family.

41.02 FAMILY.

41.02 a. Family is defined as:

41.02 a.1. Parents, Step-Parents, or Legal Guardians

41.02 a.2. Brothers

41.02 a.3. Sisters

41.02 a.4. Spouse

41.02 a.5. Children

41.02 a.6. Parents-in-law

1
2 **41.02 a.7.** Grandparents
3
4 **41.02 a.8.** Grandchildren
5
6 **41.02 a.9.** An individual who has become a member of a family through the
7 Hawaiian hanai custom or a step relationship.
8
9 **41.02 b.** The leave of absence with pay can only be used for **two parents** ~~[one~~
10 ~~mother and one father]~~ regardless of whether the parent relationship is
11 natural, hanai, step or legal guardians.
12
13 **41.02 c.** The Hawaiian Dictionary, revised and enlarged, copyright 1986 defines
14 hanai.
15
16 **41.03** An Employee shall be granted a reasonable number of days of vacation
17 leave or leave of absence without pay in addition to leave of absence
18 with pay as provided in Section 41.01 for travel to attend a funeral
19 outside the State of Hawaii or to make necessary arrangements for a
20 funeral in the State of Hawaii.

SECTION 62. BENEFIT PLANS.

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

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

B. Effective July 1, 2025

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of any Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2025, 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:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$534.36</u>
<u>b. Dental</u>	<u>\$ 24.22</u>
<u>c. Vision</u>	<u>\$ 2.52</u>
<u>d. Dual coverage (medical & drug)</u>	<u>\$ 21.58</u>

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

1 plan is chosen; provided that the dollar amount contributed by the Employer shall
2 not cause the employer share to exceed 90% of the total premium.

3
4 2. For each Employee-Beneficiary with one dependent-beneficiary
5 enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
a. <u>Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$1,297.92</u>
b. <u>Dental</u>	<u>\$ 48.46</u>
c. <u>Vision</u>	<u>\$ 4.68</u>
d. <u>Dual coverage (medical & drug)</u>	<u>\$ 38.50</u>

14
15 The Employer shall pay the same monthly contribution for each member
16 enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is
17 chosen; provided that the dollar amount contributed by the Employer shall not
18 cause the employer share to exceed 90% of the total premium.

19
20 3. For each Employee-Beneficiary with two or more dependent-
21 beneficiaries enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
a. <u>Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$1,654.70</u>
b. <u>Dental</u>	<u>\$ 72.70</u>
c. <u>Vision</u>	<u>\$ 6.12</u>
d. <u>Dual coverage (medical & drug)</u>	<u>\$ 41.70</u>

1 The Employer shall pay the same monthly contribution for each member
2 enrolled in a family medical plan (PPO or HMO), regardless of which plan is
3 chosen; provided that the dollar amount contributed by the Employer shall not
4 cause the employer share to exceed 90% of the total premium.

5
6 4. For each Employee-Beneficiary enrolled in the Trust Fund group life
7 insurance plan, the Employer shall pay \$4.12 per month which reflects one
8 hundred percent (100%) of the monthly premium and any administrative fees.

9
10 C. Effective July 1, 2026

11
12 Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised
13 Statutes, effective July 1, 2026 for plan year 2026-2027, with the exception of
14 items C1d., C2d., C3d., and C4., which shall be as described below, the Employer
15 shall pay a specific dollar amount equivalent to sixty percent (60%) of the final
16 premium rates established by the Trust Fund Board for the respective health
17 benefit plan, plus sixty percent (60%) of any administrative fees.

18
19 1. The amounts paid by the Employer shall be based on the plan year
20 2026-2027 final monthly premium rates established by the Trust Fund for each
21 Employee-Beneficiary with no dependent-beneficiaries enrolled in the following
22 Trust Fund health benefit plans:

23
24 BENEFIT PLAN

25 a. Dental
26 b. Vision
27 c. Dual coverage (medical & drug)
28 d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall
29 pay the same monthly contribution for each member enrolled in a self only

1 medical plan, regardless of which plan is chosen. The amount shall be based on
2 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro),
3 provided that the dollar amount contributed by the Employer shall not cause the
4 employer share to exceed 90% of the total premium.

5
6 2. The amounts paid by the Employer shall be based on the plan year
7 2026-2027 final monthly premium rates established by the Trust Fund for each
8 Employee-Beneficiary with one dependent-beneficiary enrolled in the following
9 Trust Fund health benefit plans:

10
11 BENEFIT PLAN

- 12 a. Dental
13 b. Vision
14 c. Dual coverage (medical & drug)
15 d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall
16 pay the same monthly contribution for each member enrolled in a two-party
17 medical plan, regardless of which plan is chosen. The amount shall be based on
18 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro),
19 provided that the dollar amount contributed by the Employer shall not cause the
20 employer share to exceed 90% of the total premium.

21
22 3. The amounts paid by the Employer shall be based on the plan year
23 2026-2027 final monthly premium rates established by the Trust Fund for each
24 Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the
25 following Trust Fund health benefit plans:

26
27 BENEFIT PLAN

- 28 a. Dental
29 b. Vision

1 c. Dual coverage (medical & drug)

2 d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall
3 pay the same monthly contribution for each member enrolled in a family medical
4 plan, regardless of which plan is chosen. The amount shall be based on 60% of
5 the total premium of the HMSA 80-20 medical plan (with drug & chiro), provided
6 that the dollar amount contributed by the Employer shall not cause the employer
7 share to exceed 90% of the total premium.

8

9 4. For each Employee-Beneficiary enrolled in the Trust Fund group life
10 insurance plan, the Employer shall pay one hundred percent (100%) of the
11 monthly premium and any administrative fees.

12

13 D. No later than three (3) weeks after the Trust Fund Board formally
14 establishes and adopts the final premium rates for Fiscal Year 2026 – 2027, the
15 Office of Collective Bargaining shall distribute the final calculation of the
16 Employers' monthly contribution amounts for each health benefit plan.

17

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

21

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

27

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

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

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

3

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

7

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

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

10

11 All employer contributions effective July 1, 2025 reflect the rounding
12 described in item F. Employer contributions effective July 1, 2026 shall be
13 rounded as described in item F. after the Trust Fund Board formally establishes
14 and adopts the final premium rates for Fiscal Year 2026-2027.

15

16 G. If an agreement covering periods beyond the term of this Agreement
17 is not executed by June 30, 2027, Employer contributions to the Trust Fund shall
18 be the same monthly contribution amounts paid in plan year 2026-2027 for the
19 Health Benefit Plan approved by the Trust Fund including any monthly
20 administrative fees.

SECTION 68. DURATION.

68.01 EFFECTIVE DATES.

The Unit 10 Agreement shall be effective July 1, ~~[2024]~~ **2025** and shall remain in effect to and including June 30, ~~[2025]~~ **2029**. During the term of this Agreement, the parties shall meet on the Employer EUTF contributions for the plan years ~~[2023-2024]~~ **2027-2028** and ~~[2024-2025]~~ **2028-2029** by giving written notice to the other party of its intent to reopen by January 31, ~~[2023]~~ **2027**.

In the event the parties reach agreement on the Employer's contribution to EUTF, such amended section shall be effective no earlier than July 1, ~~[2023]~~ **2027**, and shall remain in effect to and including June 30, ~~[2025]~~ **2029**. The entire Unit 10 Agreement 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 10 Agreement.

68.02 NOTICES AND PROPOSALS.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, ~~[2024]~~ **2028**. When the notice is given, negotiations for a new Unit 10 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

68.03 RESERVED.