

Bargaining Unit 10
TENTATIVE AGREEMENT
Employer *Wilbert Holik*
Union *AM*
Date *6/1/2025*

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

Bargaining Unit 10
TENTATIVE AGREEMENT
Employer Wilbert Hock
Union XU
Date 6/20/25

1 **SECTION 34. MEAL ALLOWANCE.**

2

3 **34.01 AMOUNT.**

4

5 **34.01 a.** An Employee who works overtime shall either be furnished a meal or be
6 provided a meal allowance of [six dollars (\$6.00)] eight dollars (\$8.00) for
7 breakfast, [eight dollars (\$8.00)] ten dollars (\$10.00) for lunch, and [ten
8 dollars (\$10.00)] twelve dollars (\$12.00) for dinner as follows:

9

10 **34.01 a.1. POST-SHIFT OVERTIME.**

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

15

16 **34.01 a.2. TWO (2) OR MORE HOURS OF PRE-SHIFT OVERTIME.**

17

18 **34.01 a.2.a)** An Employee who works two (2) or more hours of pre-shift overtime and
19 works continuously into the workday shall be furnished a meal or provided
20 a meal allowance for the overtime work and the workday.

21

22 **34.01 a.2.b)** An Employee shall be furnished a meal or provided a meal allowance after
23 the completion of two (2) hours of overtime work and at intervals of five (5)
24 hours of continuous work after the first meal period.

25

26 **34.01 a.3. LESS THAN TWO (2) HOURS OF PRE-SHIFT OVERTIME.**

27

28 **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 PSU
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 Kalanianaole 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

Workday

Workday

1

35.02 c. Two Holidays Observed on the Same Calendar Day.

3

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

6

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

8

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.

18

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

21

22 35.03

SHARED EQUITABLY.

23

24 35.03 a.

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

26

27 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.

Bargaining Unit 10
TENTATIVE AGREEMENT
Employer Wilbert Holck
Union CU
Date 6/20/25

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

2

3 **41.01 LEAVE WITH PAY.**

4

5 **41.01 a.** An Employee shall be allowed three (3) working days as leave of
6 absence with pay for death in the family which shall not be deducted
7 from any other leaves, with or without pay including absences from work
8 due to an injury as provided in the Hawaii Workers Compensation Law.

9

10 **41.01 b.** The leave of absence with pay shall be granted on days designated by
11 the Employee provided it is within a reasonable period of time after a
12 death in the family.

13

14 **41.02 FAMILY.**

15

16 **41.02 a.** Family is defined as:

17

18 **41.02 a.1.** Parents, Step-Parents, or Legal Guardians

19

20 **41.02 a.2.** Brothers

21

22 **41.02 a.3.** Sisters

23

24 **41.02 a.4.** Spouse

25

26 **41.02 a.5.** Children

27

28 **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

14

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19

20

41.02 a.7. Grandparents

41.02 a.8. Grandchildren

41.02 a.9. An individual who has become a member of a family through the Hawaiian hanai custom or a step relationship.

41.02 b. The leave of absence with pay can only be used for two parents [~~one mother and one father~~] regardless of whether the parent relationship is natural, hanai, step or legal guardians.

41.02 c. The Hawaiian Dictionary, revised and enlarged, copyright 1986 defines hanai.

41.03 An Employee shall be granted a reasonable number of days of vacation leave or leave of absence without pay in addition to leave of absence with pay as provided in Section 41.01 for travel to attend a funeral outside the State of Hawaii or to make necessary arrangements for a funeral in the State of Hawaii.

Bargaining Unit 10
TENTATIVE AGREEMENT
Employer Wilbert Holck
Union X
Date 6/20/25

1 SECTION 62. BENEFIT PLANS.

2

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

5

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

8

9 B. Effective July 1, 2025

10

16

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

19

	<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY</u>
20		
21		<u>CONTRIBUTION</u>

22

23	<u>a. Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$534.36</u>
24	<u>b. Dental</u>	<u>\$ 24.22</u>
25	<u>c. Vision</u>	<u>\$ 2.52</u>
26	<u>d. Dual coverage (medical & drug)</u>	<u>\$ 21.58</u>

27

28 The Employer shall pay the same monthly contribution for each
29 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</u>
	<u>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>

10
11
12
13
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
21 3. For each Employee-Beneficiary with two or more dependent-
beneficiaries enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY</u>
	<u>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:

(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 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)

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

G. If an agreement covering periods beyond the term of this Agreement is executed by June 30, 2027, Employer contributions to the Trust Fund shall be the same monthly contribution amounts paid in plan year 2026-2027 for the Benefit Plan approved by the Trust Fund including any monthly administrative fees.

Bargaining Unit 10
TENTATIVE AGREEMENT
Employer *Wilbert Holck*
Union *CU*
Date *6/20/25*

1 **SECTION 68. DURATION.**

2

3 **68.01 EFFECTIVE DATES.**

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

10

11 In the event the parties reach agreement on the Employer's contribution to
12 EUTF, such amended section shall be effective no earlier than
13 July 1, [2023] **2027**, and shall remain in effect to and including
14 June 30, [2025] **2029**. The entire Unit 10 Agreement shall be renewed
15 thereafter in accordance with statutes unless either party hereto gives written
16 notice to the other party of its desire to modify, amend, or terminate the Unit
17 10 Agreement.

18

19 **68.02 NOTICES AND PROPOSALS.**

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

24

25 **68.03 RESERVED.**