

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

2

3 **SECTION 23. WAGES.**

4

5 **23.01** **The salary schedule in effect on June 30, 2025 shall be designated as**
6 **Exhibit A.**

7

8 **23.02** **SALARY ADJUSTMENTS.**

9 **Subject to the approval of the respective legislative bodies:**

10

11 **23.02 a.** **Effective July 1, 2025, a three and five tenths percent (3.5%) per**
12 **month across-the-board salary increase shall be applied to Exhibit A.**
13 **This new schedule shall be designated as Exhibit B. Each Employee**
14 **shall be assigned from Exhibit A to the corresponding pay range and**
15 **step in Exhibit B.**

16

17 **Effective July 1, 2025, Employees not administratively assigned to**
18 **the salary schedule shall receive a three and five tenths percent**
19 **(3.5%) per month pay increase.**

20

21 **23.02 b.** **Effective July 1, 2026, a three and seventy-nine hundredths percent**
22 **(3.79%) per month across-the-board salary increase shall be applied**
23 **to Exhibit B. This new schedule shall be designated as Exhibit C.**
24 **Each Employee shall be assigned from Exhibit B to the**
25 **corresponding pay range and step in Exhibit C.**

26

1 Effective July 1, 2026, Employees not administratively assigned to
2 the salary schedule shall receive a three and seventy-nine
3 hundredths percent (3.79%) per month pay increase.

4
5 23.02 c. Effective July 1, 2027, a four percent (4%) per month across-the-
6 board salary increase shall be applied to Exhibit C. This new
7 schedule shall be designated as Exhibit D. Each Employee shall be
8 assigned from Exhibit C to the corresponding pay range and step in
9 Exhibit D.

10
11 Effective July 1, 2027, Employees not administratively assigned to
12 the salary schedule shall receive a four percent (4%) per month pay
13 increase.

14
15 23.02 d. Effective July 1, 2028, a four percent (4%) per month across-the-
16 board salary increase shall be applied to Exhibit D. This new
17 schedule shall be designated as Exhibit E. Each Employee shall be
18 assigned from Exhibit D to the corresponding pay range and step in
19 Exhibit E.

20
21 Effective July 1, 2028, Employees not administratively assigned to
22 the salary schedule shall receive a four percent (4%) per month pay
23 increase.

24
25 23.02 e. Employees receiving a Shortage Differential (SD) at the time of a pay
26 increase shall retain the differential for salary adjustments in 23.02 a,
27 b, c and d above. However, nothing herein shall preclude adjustment
28 of the shortage differential at a later date or preclude elimination of

1 **the SD upon termination of the shortage category declaration or**
2 **movement of an Employee to a class or position without SD.**

3
4 **This agreement does not constitute negotiation of shortage rates**
5 **and the Employer maintains the right to determine these amounts.**

1 **SECTION 34. MEAL ALLOWANCE.**

2
3 **34.01** **AMOUNT.**

4
5 **34.01 a.** An Employee who works overtime shall be provided a meal allowance of
6 ~~[six dollars (\$6.00)]~~ **eight dollars (\$8.00)** for breakfast, ~~[eight dollars~~
7 ~~(\$8.00)]~~ **ten dollars (\$10.00)** for lunch, and ~~[ten dollars (\$10.00)]~~ **twelve**
8 **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 provided a
12 meal allowance after the completion of two (2) hours of overtime work in
13 intervals of five (5) hours of overtime work rendered following the first
14 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 provided a meal allowance
20 for the overtime work and the workday.

21
22 **34.01 a.2.b)** An Employee shall be provided a meal allowance after the completion of
23 two (2) hours of overtime work and at intervals of five (5) hours of
24 continuous work after the first meal period.

25
26 **34.01 a.3.** **LESS THAN TWO (2) HOURS OF PRE-SHIFT OVERTIME.**

1 **34.01 a.3.a) LESS THAN TWENTY-FOUR (24) HOURS PRIOR NOTICE.**

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

6
7 **34.01 a.3.b) TWENTY-FOUR (24) HOURS OR MORE PRIOR NOTICE.**

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

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

15
16 **34.01 a.4.a) LESS THAN TWENTY-FOUR (24) HOURS PRIOR NOTICE.**

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

22
23 **34.01 a.4.b) TWENTY-FOUR (24) HOURS OR MORE PRIOR NOTICE.**

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

29

1 **34.01 a.5.** **OVERTIME WHILE ON STAND-BY.**

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

6
7 **34.02** **PAYMENT.**

8 The Employer shall provide the meal allowance to the Employee within
9 thirty (30) days (approximately two (2) pay periods) from the date on which
10 the claim for the allowance is filed with the Employer.

11
12 **34.03** **DEFINITION.**

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

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

19
20 **34.03 c.** Dinner shall mean a meal allowed an Employee after 3:00 p.m. but before
21 3:00 a.m.

22
23 **34.04** **CAFETERIA WORKERS.**

24
25 **34.04 a.** Cafeteria workers in the Department of Education and in the University of
26 Hawaii system shall be provided without charge the lunch meal which is
27 served to students during the school day in the school cafeterias.

28

1 **34.04 b.** Cafeteria workers in the Department of Education who are directly
2 involved in preparing meals under special feeding programs when school
3 is not in session shall be provided without charge the lunch meal which is
4 served during the workday under such programs.

5
6 **34.05** **DIETARY WORKERS.**

7
8 **34.05 a.** Dietary workers in the Departments of Health, Hawaii Health Systems
9 Corporation and Public Safety shall be provided without charge one (1)
10 meal per workday which is served as the house diet and the meal shall be
11 the meal that is consumed during the respective Employee's meal period.

12
13 **34.05 b.** Any institution in the Departments of Health, Hawaii Health Systems
14 Corporation and Public Safety that is presently providing its dietary
15 workers more than one (1) meal per workday without charge shall
16 continue.

1 **SECTION 35. HOLIDAYS.**

2

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

4

5 NAME OF HOLIDAY

DAY OF HOLIDAY

6

7 **35.01 a.** New Year's Day

First day of January

8

9 **35.01 b.** Dr. Martin Luther King, Jr. Day

Third Monday in January

10

11 **35.01 c.** Presidents' Day

Third Monday in February

12

13 **35.01 d.** Prince Jonah Kuhio Kalaniana'ole Day

Twenty-Sixth day of March

14

15 **35.01 e.** Good Friday

Friday preceding Easter Sunday

16

17 **35.01 f.** Memorial Day

Last Monday in May

18

19 **35.01 g.** King Kamehameha I Day

Eleventh day of June

20

21 **35.01 h.** Independence Day

Fourth day of July

22

23 **35.01 i.** Admission Day

Third Friday in August

24

25 **35.01 j.** Labor Day

First Monday in September

26

27 **35.01 k.** Veterans' Day

Eleventh day of November

28

1	<u>35.01 l.</u>	Thanksgiving Day	Fourth Thursday in November
2			
3	<u>35.01 m.</u>	Christmas Day	Twenty-Fifth day of December
4			
5	<u>35.01 n.</u>	All election days, except primary and special election days, in the	
6		County wherein the election is held.	
7			
8	<u>35.01 o.</u>	Any day designated by proclamation by the President of the United	
9		States or by the Governor as a holiday.	
10			
11	<u>35.02</u>	<u>OBSERVANCE OF HOLIDAYS.</u>	
12			
13	<u>35.02 a.</u>	An Employee whose workdays are Monday through Friday in the work	
14		week in which a holiday occurs shall observe the holiday as follows:	
15			
16		<u>DAY OF HOLIDAY</u>	<u>DAY HOLIDAY OBSERVED</u>
17			
18		Saturday	Friday preceding Holiday
19		Sunday	Monday following Holiday
20		Workday	Workday
21			
22	<u>35.02 b.</u>	An Employee whose workday is other than Monday through Friday in	
23		the work week in which a holiday occurs shall observe the holiday as	
24		follows:	
25			
26		<u>DAY OF HOLIDAY</u>	<u>DAY HOLIDAY IS OBSERVED</u>
27			
28		Day Off	First workday after the day off
29		Workday	Workday
30			
31	<u>35.02 c.</u>	<u>Two Holidays Observed on the Same Calendar Day.</u>	

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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 participate in holiday work assignments on an equitable basis insofar as the requirements of the mission will permit and in accordance with skills required.

35.03 c. The Employer shall maintain records to assure that holiday work

1 assignments are shared equitably among Employees.
2
3 **35.03 d.** Section 35.03 shall not apply to an Employee who chooses workdays,
4 days off or shifts as provided in Section 25.03 a.5. and Section
5 25.03 b.5.
6
7 **35.04** Upon request of the Union, the Employer shall meet and consult with
8 the Union when developing the equitable holiday work assignments.

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	<u>41.02 a.7.</u>	Grandparents.
3		
4	<u>41.02 a.8.</u>	Grandchildren.
5		
6	<u>41.02 a.9.</u>	An individual who has become a member of a family through the
7		Hawaiian hanai custom or a step relationship.
8		
9	<u>41.02 b.</u>	The leave of absence with pay can only be used for <u>two parents</u> [one
10		mother and one father] regardless of whether the parent relationship is
11		natural, hanai, step or legal guardians.
12		
13	<u>41.02 c.</u>	The Hawaiian Dictionary, revised and enlarged, copyright 1986 defines
14		hanai.
15		
16	<u>41.03</u>	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 50. WORKING CONDITION DIFFERENTIAL.

50.01 **~~WAIMANO TRAINING SCHOOL AND HOSPITAL.]RESERVED.~~**

50.01 a. ~~[An Employee who does janitorial work in Building 4, Wings 1 and 2, and Building 6 of Waimano Training School and Hospital shall be paid, in addition to the Employee's basic rate of pay, the working condition differential for each hour of work.]~~**RESERVED.**

50.01 b. ~~[In the event that all of the residents of either or both buildings must be relocated elsewhere, the Employer will locate the residents as a group in another building. When this occurs, the Employer in consultation with the Union shall review and determine which Employee will be entitled to a differential because of unusual or unique working conditions.]~~**RESERVED.**

50.01 c. ~~[In the event for professional reasons, a dispersal of the residents is determined to be in the best interest of the residents, the Employer will meet and consult with the Union and determine how and to which personnel the working condition differential will apply.]~~**RESERVED.**

50.02 **AUTOPSY.**

An Employee who does clean-up work after an autopsy shall be paid, in addition to the Employee's basic rate of pay the working condition differential for each hour of work.

50.03 **CORRECTIONS.**

An Employee who works in a corrections institution shall be paid, in addition to the Employee's basic rate of pay, the working condition differential.

1 **50.04** **DIFFERENTIAL.**

2

3 **50.04 a.** The working condition differential shall be twenty-five cents (\$.25) for each
4 hour or fraction of thirty (30) minutes or more of work and thirteen cents
5 (\$.13) for less than thirty (30) minutes of work for an Employee subject to
6 ~~[Sections 50.01 and]~~ Section 50.02.

7

8 **50.04 b.** The working condition differential shall be thirty cents (\$.30) for each hour
9 or fraction of thirty (30) minutes or more of work and fifteen cents (\$.15)
10 for less than thirty (30) minutes of work for an Employee subject to Section
11 50.03.

12

13 **50.05** **RECLASSIFICATION.**

14 The Employer in consultation with the Union may terminate the differential
15 as provided in Section 50. upon reclassification of an affected Employee's
16 position to a higher classification because of the unusual or unique
17 working conditions which qualified the Employee for the differential.

SECTION 62. BENEFIT PLANS.

Delete the existing language in this Section 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>

1 The Employer shall pay the same monthly contribution for each member
2 enrolled in a self only 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 2. For each Employee-Beneficiary with one dependent-beneficiary
7 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>

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

21
22 3. For each Employee-Beneficiary with two or more dependent-
23 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>

1	<u>c. Vision</u>	<u>\$ 6.12</u>
2	<u>d. Dual coverage (medical & drug)</u>	<u>\$ 41.70</u>

3

4 The Employer shall pay the same monthly contribution for each member
5 enrolled in a family medical plan (PPO or HMO), regardless of which plan is
6 chosen; provided that the dollar amount contributed by the Employer shall not
7 cause the employer 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 \$4.12 per month which reflects one
11 hundred percent (100%) of the monthly premium and any administrative fees.

12

13 C. Effective July 1, 2026

14

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

21

22 1. 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 no dependent-beneficiaries enrolled in the following
25 Trust Fund health benefit plans:

26

27 BENEFIT PLAN

28 a. Dental

29 b. Vision

1 c. Dual coverage (medical & drug)

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

9
10 2. The amounts paid by the Employer shall be based on the plan year
11 2026-2027 final monthly premium rates established by the Trust Fund for each
12 Employee-Beneficiary with one dependent-beneficiary enrolled in the following
13 Trust Fund health benefit plans:

14
15 BENEFIT PLAN

16 a. Dental

17 b. Vision

18 c. Dual coverage (medical & drug)

19 d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall
20 pay the same monthly contribution for each member enrolled in a two-party
21 medical plan, regardless of which plan is chosen. The amount shall be based on
22 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro),
23 provided that the dollar amount contributed by the Employer shall not cause the
24 employer share to exceed 90% of the total premium.

25
26 3. The amounts paid by the Employer shall be based on the plan year
27 2026-2027 final monthly premium rates established by the Trust Fund for each
28 Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the
29 following Trust Fund health benefit plans:

1
2 **BENEFIT PLAN**

3 **a. Dental**

4 **b. Vision**

5 **c. Dual coverage (medical & drug)**

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

12
13 **4. For each Employee-Beneficiary enrolled in the Trust Fund group life**
14 **insurance plan, the Employer shall pay one hundred percent (100%) of the**
15 **monthly premium and any administrative fees.**

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

21
22 **E. Payment for Plans Eliminated or Abolished. The Employer shall**
23 **make no payments for any and all premiums for any portion or part of a Trust**
24 **Fund health benefit plan that the Trust Fund Board eliminates or abolishes.**

25
26 **F. Rounding Employer's Monthly Contribution. Whenever the**
27 **Employer's monthly contribution (premium plus administrative fee) to the Trust**
28 **Fund is less than one hundred percent (100%) of the monthly premium amount,**

1 such monthly contribution shall be rounded to the nearest cent as provided
2 below:

3
4 1. When rounding to the nearest cent results in an even amount, such
5 even amount shall be the Employer's monthly contribution. For example:

6
7 (a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)

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

9
10 2. When rounding to the nearest cent results in an odd amount, round
11 to the lower even cent, and such even amount shall be the Employer's monthly
12 contribution. For example:

13
14 (a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)

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

16
17 All employer contributions effective July 1, 2025 reflect the rounding
18 described in item F. Employer contributions effective July 1, 2026 shall be
19 rounded as described in item F. after the Trust Fund Board formally establishes
20 and adopts the final premium rates for Fiscal Year 2026-2027.

21
22 G. If an agreement covering periods beyond the term of this Agreement
23 is not executed by June 30, 2027, Employer contributions to the Trust Fund shall
24 be the same monthly contribution amounts paid in plan year 2026-2027 for the
25 Health Benefit Plan approved by the Trust Fund including any monthly
26 administrative fees.

SECTION 66. DURATION.

66.01 EFFECTIVE DATES.

The Unit 1 Agreement shall be effective July 1, [2024] **2025** and shall remain in full force and 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 1 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 1 Agreement.

66.02 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 1 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

66.03 RESERVED.