

**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.~~

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

4  
5           e. ~~Priority for appointments]~~ **To fill any State and District level**  
6           **educational officer vacancy, first priority** shall be given to qualified and  
7           tenured educational officers in that class who wish to move to that position  
8           through lateral transfer or a voluntary demotion and second to all other qualified  
9           educational officers with tenure.

10  
11           B. All appointments of tenured educational officers shall be permanent,  
12           except in cases where an educational officer is "vicing", is on probation, is in a  
13           temporary position, or is otherwise appointed specifically for a limited term.

14  
15           C. If temporary or probational appointees are not converted to permanent  
16           appointees in accordance with established procedures, they shall be returned to the  
17           positions they held prior to their temporary or probational appointments. In the event  
18           the last clear positions they held have been abolished, then Section D shall apply.

19  
20           D. Department procedures to implement provisions of this agreement shall  
21           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

1           being altered by the exact number of calendar days absent.

2

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

10

11           F.     Only tenured educational officers, who have accepted appointive positions  
12     (Superintendent, Deputy Superintendent, Assistant Superintendent, [District] **Complex**  
13     **Area** Superintendent, **and** Deputy [District] Superintendent and Administrative  
14     Assistant) in which tenure is not earned, shall be entitled to return to educational officer  
15     positions for which they have tenure and/or qualify.

16

17           G.     Educational officers shall not be eligible to apply for, request, or be  
18     considered for voluntary movement from one educational officer position to another  
19     during the educational officer's probationary period.

**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

1 General.

2  
3 C. In the event the Employer decides not to provide legal counsel, the  
4 Employer shall provide the reasons for the denial in writing within 5 working days upon  
5 receipt of the written response from the Attorney General's Office.

6  
7 D. When grievances are filed against educational officers for actions taken by  
8 them in the course of their employment and within the scope of their duties and  
9 responsibilities, the Board shall provide them with necessary staff support and  
10 representation. When such assistance is requested by the educational officer and the  
11 Board fails to furnish such assistance, the educational officer may also request the  
12 presence of a Union representative who shall be allowed to attend any grievance  
13 hearing against the educational officer.

14  
15 E. The Board shall provide educational officers with advice and assistance in  
16 the interpretation and administration of collective bargaining contracts or agreements  
17 covering their subordinates. Whenever educational officers perform or carry out their  
18 assigned duties and responsibilities based on such advice and assistance, the Board  
19 agrees to provide full support to the educational officer should conflicts or grievances  
20 arise.

21  
22 F. The Board shall inform the Union of any litigations or grievances filed  
23 against an educational officer.

24  
25 G. If a judgment or court approved settlement is made against an educational  
26 officer in a civil suit for actions taken by the Employee in the course of the Employee's  
27 employment and within the scope of the Employee's duties and responsibilities, the  
28 Board agrees to do no more than submit to the Legislature or the County Council any  
29 judgment (or court approved settlement) against the educational officer, with the Board  
30 retaining the discretion of recommending or not recommending legislative approval.

1           H.     Bill of Rights

2

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

7

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

10

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

16

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

20

21          ~~[I. — The Union shall be sent by U.S. Postal Service or be informed that the~~  
22 ~~following items may be picked up by the Union, as the items become available for~~  
23 ~~distribution: one (1) copy each of the Board of Education's official agenda and minutes,~~  
24 ~~and the Board's Personnel Committee's official agenda, minutes, and Committee's~~  
25 ~~appointment recommendations. Educational officers being recommended for~~  
26 ~~appointment shall be sent by U.S. Postal Service a notification of such appointment~~  
27 ~~recommendation in conjunction with the appointment recommendation being submitted~~  
28 ~~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



1 informally between the complaining educational officer and the immediate supervisor  
2 within twenty (20) working days as provided for in paragraph C of this Article.

3  
4 E. Step 1. If the matter is not settled on an informal basis in a manner  
5 satisfactory to the educational officer involved, then the educational officer or the Union  
6 may file a formal grievance by setting forth in writing on a form provided by the Board,  
7 the nature of the complaint, the specific provision(s) of the Agreement allegedly  
8 violated, the date of the alleged violation, and the remedy sought within the twenty (20)  
9 working days specified in paragraph C above in accordance with the following  
10 procedure:

11  
12 1. If the grievant is an educational officer in a district, the grievance shall be  
13 submitted to the District Superintendent.

14  
15 2. If the grievant is an educational officer in a State Office, the grievance  
16 shall be submitted to the Assistant Superintendent.

17  
18 3. If the grievant is an educational officer in the Office of the Superintendent,  
19 the grievance shall be submitted to the Deputy Superintendent.

20  
21 A meeting shall be held between the grievant and a Union representative with the  
22 appropriate representative of the Board within seven (7) working days after the written  
23 grievance is received. Either side may present witnesses. The Board representative  
24 shall submit a written answer to the grievant and the Union within seven (7) working  
25 days after the meeting.

26  
27 Time Limits: By mutual consent of the Union and the Employer, any time limits  
28 may be extended after the filing at Step 1.

29  
30 F. Step 2. If the grievance is not satisfactorily resolved at Step 1, or if the  
31 grievance pertains to disciplinary action taken by the Superintendent, the grievant

1 or the Union may appeal the grievance in writing to the Superintendent or the  
2 Superintendent's designee, within seven (7) working days after receiving the written  
3 answer. A meeting to discuss the grievance shall be held within seven (7) working days  
4 after receipt of the appeal. The Superintendent or the Superintendent's designee shall  
5 reply in writing to the grievant and the Union within seven (7) working days after the  
6 meeting.

7  
8 G. If the Union has a class grievance, it may submit the grievance in writing  
9 as follows:

10  
11 1. To the appropriate District Superintendent if the grievance involves only  
12 educational officers in one district.

13  
14 2. To the appropriate Assistant Superintendent if it involves educational  
15 officers in the same State Office.

16  
17 3. To the Superintendent in the case of all other class grievances.

18  
19 4. Time limits shall be the same as in individual grievances, and the  
20 procedures for appeal from unsatisfactory answers of District Superintendents and  
21 Assistant Superintendents shall be the same as in Step 2.

22  
23 H. If a grievance involving interpretation or application of this Agreement is  
24 not satisfactorily resolved at Step 2, the Union may submit to the Superintendent a  
25 request for arbitration of the grievance within twenty (20) working days after receipt of  
26 the answer at Step 2.

27  
28 I. Representatives of the parties shall immediately thereafter attempt to  
29 select an arbitrator. If agreement on an arbitrator is not reached within ten (10) days  
30 after the request for arbitration is submitted, either party may request the Hawai'i Labor  
31 Relations Board to submit a list of five (5) arbitrators. Selection of an arbitrator shall be

1 made by each party alternately deleting one (1) name at a time from the list. The first  
2 party to delete a name shall be determined by lot. The person whose name remains on  
3 the list shall be designated the arbitrator. The decision of the arbitrator shall be final  
4 and binding upon the Union, its members, the educational officers involved in the  
5 grievance, and the Board; provided, however, that the arbitrator shall have no  
6 jurisdiction to alter, amend, or modify the terms of this Agreement.

7  
8 J. The arbitrator shall not consider an alleged violation of any provision of the  
9 Agreement which was not presented in Step 2 of the grievance appeal.

10  
11 K. The fees and expenses of the arbitrator shall be shared equally by the  
12 Board and the Union, including the cost of the arbitrator's transcript if one is supplied.  
13 Each party will pay the cost of presenting its own case.

14  
15 L. If the Board disputes the arbitrability of any grievance submitted to  
16 arbitration, the arbitrator shall first determine the question of arbitrability. If the arbitrator  
17 finds that it is not arbitrable, the grievance shall be referred back to the parties without  
18 decision or recommendation on its merits.

19  
20 M. When the arbitrator finds that any disciplinary action was improper, the  
21 action may be set aside, reduced, or otherwise modified by the arbitrator. The arbitrator  
22 may award back pay to compensate the educational officer wholly or partially for any  
23 salary lost.

Bargaining Unit 06  
TENTATIVE AGREEMENT  
Employer W.H.  
Union RP  
Date 7/9/2025

**ARTICLE 17 – EDUCATIONAL OFFICERS GOVERNANCE**

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

The Superintendent, ~~[/]~~Deputy Superintendents, Assistant Superintendents, and ~~[District]~~ **Complex Area** 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 24 – TRAVEL**

A. Applicable rules, ordinances, and policies. Except as modified by this Article, Chapter 3-10, Hawai'i 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 \$90 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 one (1) hour 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 Hawai'i, they shall be provided a per diem of \$145 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

1 destination. The Employee shall be scheduled to arrive at the out-of-state destination  
2 (applicable airport) at least 10 hours before reporting for duty. The official travel time  
3 shall end upon the Employee's return to the Employee's home airport. All calculations  
4 will be based on Hawaiian Standard Time.

5  
6 3. When an authorized leave is added before or after the official travel, the  
7 per diem amount shall be the same as that which would have been allowed if the  
8 authorized leave had not been taken.

9  
10 F. Reimbursement for commercial lodging expenses in excess of the lodging  
11 allowance.

12  
13 Included in the per diem rate designated in paragraphs D and E shall be a daily  
14 allowance for commercial lodging.

15  
16 For intra-state travel, this lodging allowance shall be \$50 per 24-hour day. For  
17 out-of-state travel, this allowance shall be \$85 per 24-hour day.

18  
19 Whenever an Employee's commercial lodging cost exceeds the applicable  
20 lodging allowance, the Employee shall be entitled to an additional amount added to the  
21 Employee's per diem. This amount shall be equal to the difference of the actual daily  
22 cost of commercial lodging and the applicable allowance provided herein, multiplied by  
23 the number of days spent on commercial lodging. Unless otherwise waived by the  
24 Employer, request for commercial lodging expenses in excess of the lodging allowance  
25 shall be made in advance of the Employee's trip.

26  
27 G. Advanced per diem and reimbursements.

28  
29 Whenever possible, an Employee shall receive advanced per diem for official  
30 travel. The Employer shall reimburse Employees who request reimbursement for  
31 excess lodging expenses as soon as possible.

1           H.       Furnished meals and/or lodging.

2  
3           When lodging or meals are provided at no cost to the Employees, the Employer  
4 shall continue its existing practices in adjusting the per diem amounts. However, the  
5 per diem allowance provided herein shall not be adjusted when meals are included in  
6 conference programs.

7  
8           I.       Mileage reimbursement.

9  
10          1.       The term "vehicles" as used in this paragraph only applies to automobiles,  
11 trucks, vans, or buses.

12  
13          2.       Employees who are authorized to use their private vehicles to carry out  
14 their duties and responsibilities shall be reimbursed at the standard mileage rate  
15 prescribed by the Internal Revenue Service for each mile traveled for business  
16 purposes.

17  
18          3.       Employees who are presently being provided automobile allowance for the  
19 required use of their private vehicles in the performance of their official duties shall  
20 continue receiving such allowances, provided that the amount of the allowance may be  
21 modified through a separate memorandum of agreement mutually agreed to by the  
22 Union and the Employer concerned. However, allowances shall be terminated when  
23 the Employer no longer requires the Employees to use their private vehicles in the  
24 performance of their official duties.

25  
26          4.       Mileage reimbursement to and from home to work site shall be allowed for  
27 all call back work and when school level educational officers return to the work site from  
28 home for police or fire emergencies, for Employee selection interviews conducted  
29 during school recesses or holidays, or for other activities during recesses or holidays for  
30 which prior approval has been secured from the educational officer's supervisor.



1 Effective July 1, 2026, all of the above shall be replaced in its entirety with the  
2 following:

3  
4 A. Professional Meetings/Trainings.

5  
6 In recognition of the value in Employees attending professional  
7 meetings/trainings as part of their normal professional activity and their  
8 professional development, the Employer will endeavor to facilitate the travel of  
9 Employees to professional meetings/trainings, as determined by the Employer  
10 insofar as is possible without interfering with maintaining the efficiency of  
11 operations within available funds.

12  
13 B. Applicable rules, ordinances, and policies. Except as modified by  
14 this Article, Chapter 3-10, Hawai'i Administrative Rules, in the case of the State,  
15 and applicable rules, regulations, ordinances, or policies, in the case of the  
16 county jurisdictions, shall remain applicable for the duration of this Agreement.

17  
18 C. Overnight Travel On-Island, Inter-Island and Out-of-State.

19  
20 The Employer's present rules and regulations on Travel Policies and  
21 Procedures shall be amended to provide for the following:

22  
23 1. When Employees are required to travel on official business and such  
24 travel requires an overnight stay, they shall be provided with a travel allowance  
25 consisting of: (1) the applicable federal (U.S. General Services Administration)  
26 allowance for meals and incidental expenses (M&IE); plus (2) reimbursement of  
27 actual lodging expenses, which shall not exceed the federal (U.S. General  
28 Services Administration) lodging allowance. Lodging expenses in excess of the  
29 federal lodging allowance may be requested on an exception basis. Such  
30 requests for lodging expenses in excess of the applicable federal rate shall be  
31 reasonable, shall be approved in advance of the Employee's trip, and shall

1 require submittal of receipts prior to reimbursement.

2  
3 2. Nothing in this paragraph shall preclude Employees from accepting  
4 M&IE and reimbursement for actual lodging expenses which are less than the  
5 federal allowable rates.

6  
7 3. In the case of official travel time involving a fraction of a day, the  
8 allowable claim for M&IE shall be prorated in terms of quarter-day periods  
9 measured from midnight. In computing the amount of per diem, the official travel  
10 time shall begin ninety (90) minutes before the scheduled flight departure time  
11 and shall end thirty (30) minutes after the return to the Employee's home airport.  
12 Unless otherwise authorized by the Employer, allowable travel time is the time  
13 necessary to travel by the most direct route to and from the points specified in  
14 the approved travel plan or request, plus the time necessary to conduct the  
15 required official business.

16  
17 D. Inter-Island Travel not involving an Overnight Stay.

18  
19 For inter-island travel not involving an overnight stay, the Employer will  
20 provide the Employee with an allowance of thirty dollars (\$30.00).

21  
22 E. Travel to mountainous or other remote areas.

23  
24 1. Whenever an Employee is required to travel on official business to  
25 mountainous or other remote areas where no commercial lodging is available, the  
26 Employer shall provide cabins, tentage, or shall arrange for lodging within  
27 available facilities, and shall provide adequate stores of food or pay the Employee  
28 thirty dollars (\$30.00) per day in lieu thereof.

1        2.        Notwithstanding the provisions of this paragraph, a mutual  
2 agreement may be arranged among Employees with the Employer to provide for  
3 M&IE expenses in lieu of this paragraph.

4  
5        F.        Advanced M&IE and Reimbursements.  
6

7        Whenever possible, an Employee shall receive advanced M&IE for  
8 official travel. The Employer shall reimburse Employees who request  
9 reimbursement for lodging expenses as soon as possible.  
10

11        G.        Furnished Meals and Lodging.  
12

13        When lodging or meals are provided at no cost to the Employees, the  
14 Employer shall continue its existing practices in adjusting the M&IE amounts.  
15 However, the M&IE allowance provided herein shall not be adjusted when meals  
16 are included in conference programs.  
17

18        H.        Mileage Reimbursement.  
19

20        1.        The term "vehicles" as used in this paragraph only applies to  
21 automobiles, trucks, vans, or buses.  
22

23        2.        Employees who are authorized to use their private vehicles to carry  
24 out their duties and responsibilities shall be reimbursed at the standard mileage  
25 rate prescribed by the Internal Revenue Service for each mile traveled for  
26 business purposes.  
27

28        3.        Employees who are presently being provided with automobile  
29 allowance for the required use of their private vehicles in the performance of their  
30 official duties shall continue receiving such allowances, provided that the amount  
31 of the allowance may be modified through a separate memorandum of agreement

1 mutually agreed to by the Union and the Employer concerned. However,  
2 allowances shall be terminated when the Employer no longer requires the  
3 Employees to use their private vehicles in the performance of their official duties.  
4

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

ARTICLE 25 - COMPENSATION

A. Vacation.

~~[Ten-month (10) School level Educational Officers:~~

~~1. School level educational officers in the ten-month (10) salary schedule 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 assigned positions as of the start of the new school year for their respective school. Beginning School Year 1998-1999 regular rate of pay shall be calculated at 1/191.~~

~~2. Ten-month 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. Ten-month (10) school level educational officers shall be entitled to winter, spring, and summer vacation.~~

12-month Principals:

~~1. To align with the provisions of School Code Regulation 5403 and to assure consistent application of vacation leave among all 12-month educational officers, all 12-month principals]~~ **All Educational Officers** shall be entitled to 21 days of vacation leave per work year, earned at the rate of 1-3/4 days per work month, and credited at the end of each work month. Vacation leave allowance shall be administered on a calendar year basis.

2. If ~~[a 12-month principal]~~ **an educational officer** renders less than a month of service, his/her vacation allowance for such month shall be computed as follows:

Actual Days of Service	Working Days of Leave
For 1 to 3	0
For 4 to 6	$\frac{1}{2}$
For 7 to 9	$\frac{3}{4}$
For 10 to 12	1
For 13 to 15	$1\frac{1}{4}$
For 16 to 18	$1\frac{1}{2}$
For 19 or more	$1\frac{3}{4}$

3. Unused annual vacation shall be automatically accumulated for succeeding years, except:

- a) ~~[Effective July 1, 2013, the]~~ **The** total recorded accumulation shall in no event be more than 90 working days (720 hours) as of December 31 of any calendar year;
- b) Not more than 15 days a year may be accumulated as of December 31 of any calendar year.

4. ~~[All 12-month principals who have accumulated vacation greater than 90 days/720 hours of vacation as of the date of this award shall be paid for their accumulated vacation days as of the date of this award in excess of 90 days (720 hours) at their salary rate effective on the date of this award, which includes the salary increase effective July 1, 2013.]~~

5. ~~Effective the date of this award,]~~ ~~[vacation]~~ **Vacation** accumulation during a calendar year that causes ~~[a 12-month principal]~~ **an educational officer** to accumulate vacation in excess of 90 days (720 hours) by December 31 of that calendar

1 year must be used by December 31 of that calendar year or be forfeited, subject to 5  
2 and 6, ~~7, and 8~~ below.

3  
4 ~~[6. Any vacation used by the 12-month principal pursuant to this provision~~  
5 ~~must be in increments of one (1) day (8 hours), exclusive of legal holidays or holidays~~  
6 ~~declared by executive order.~~

7  
8 ~~7.]~~ 5. The ~~[12-month principal]~~ educational officer and the person to whom the  
9 ~~[12-month principal]~~ educational officer reports shall consult on the vacation days that  
10 the ~~[12-month principal]~~ educational officer shall use during the calendar year, taking  
11 into account the number of vacation days the ~~[12-month principal]~~ educational officer  
12 must use in the calendar year, the operational needs of the Employer, and the personal  
13 and professional needs (e.g., professional development) of the ~~[12-month principal]~~  
14 educational officer. Formal application for vacation shall be on the appropriate form  
15 and within the deadlines established by the Employer. In the event that a formal  
16 vacation request is denied, the ~~[12-month principal]~~ educational officer shall be  
17 furnished the reason for the denial. In the event that the operational needs of the  
18 Employer and/or the professional needs of the 12-month principal prevent the 12-month  
19 principal from using all the vacation in a calendar year, required by this article by  
20 December 31 of that calendar year, the 12-month principal shall be paid for said  
21 vacation at the salary rate effective for the 12-month principal on December 31 of that  
22 calendar year, such that the vacation accumulation of the 12-month principal on  
23 December 31 of the calendar year is no greater than 90 days (720 hours).

24  
25 ~~[8.]~~ 6. If ~~[a 12-month principal]~~ an educational officer is unable to take  
26 scheduled vacation because of illness, the ~~[12-month principal]~~ educational officer  
27 shall be permitted to reschedule the vacation. If the duration of the illness is such that  
28 the vacation cannot be rescheduled within the calendar year, the ~~[12-month principal]~~  
29 educational officer shall be permitted to substitute vacation for sick leave or take such  
30 excess vacation immediately upon the conclusion of such sick leave.

1           ~~[9-]~~ **7.** ~~[Twelve-month principals]~~ **Educational officers** who retire or otherwise  
2 separate from employment on or before December 31 of a calendar year will be paid in  
3 a lump sum for their total accumulated unused vacation.  
4

5           ~~[10-]~~ **8.**       If ~~[a 12-month principal]~~ **an educational officer** permanently  
6 transfers to a 10-month~~[-(10)]~~ position, the transferring ~~[principal]~~ **educational officer**  
7 shall be paid his/her accumulated vacation in a lump sum at the salary rate the ~~[12-~~  
8 ~~month principal]~~ **educational officer** was earning on the last day prior to transfer.  
9

10          ~~[11-]~~ **9.**       When an educational officer ~~[in the 12-month salary schedule]~~  
11 requests vacation, it shall be granted at such time or as close to the requested period as  
12 conditions in the department will permit so as to prevent any forfeiture of vacation  
13 allowance. In the event that a vacation request is denied, the educational officer shall  
14 be furnished the reasons for denial in writing.  
15

16          ~~[12-]~~ **10.**       Educational officers shall not be assigned duties during their  
17 vacation unless they agree to perform such duties and are compensated as follows:  
18

19           ~~[a]—~~ ~~Educational officers in the ten month (10) salary schedule shall be~~  
20 ~~compensated for any work they perform during their vacation at their regular rate of pay~~  
21 ~~for each day of work assigned.~~  
22

23           ~~b)~~       On the authorization of the Superintendent, educational officers ~~[on the~~  
24 ~~twelve month (12) salary schedule]~~ may be called to duty before the expiration of any  
25 granted vacation. In such event the educational officer shall be paid for all work  
26 performed at the rate of one and one half (1 1/2) times the educational officer's regular  
27 rate of pay during such period the educational officer's services are required and shall  
28 be granted unused vacation days at a time mutually agreed upon.  
29

30           **B.       Weekends.**  
31



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

4  
5 C. Holidays.

6  
7 All educational officers who are requested to perform duties on holidays shall be  
8 paid at their regular rate of pay for all hours worked.

9  
10 D. Compensation Adjustments

11  
12 1. Promotions and Voluntary Demotions

13  
14 [a] Section [297-37] 302A-629, Hawai'i Revised Statutes (HRS) reads in  
15 pertinent parts as follows:

16  
17 "Any educational officer demoted to a position in a lower salary range shall  
18 continue to be paid the educational officer's previous salary range for the first year of  
19 the educational officer's demotion, after which the educational officer shall be  
20 compensated at the appropriate step in the salary range to which the educational officer  
21 has been demoted."

22  
23 Notwithstanding such statutory provision any educational officer who is demoted  
24 shall be placed on the appropriate step on the lower salary range as provided for in  
25 School Code Regulation #5206, which shall also govern salary adjustments upon  
26 promotion.

27  
28 ~~[b] For purposes of salary adjustments, an increment shall be equivalent to~~  
29 ~~four percent (4%) provided that such movement does not exceed three (3) steps or the~~  
30 ~~maximum step available.]~~

1           2.     Temporary Assignment

2

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

6

7           b)]    When the [Board] **Superintendent** or its designee authorizes a temporary  
8 assignment for [twelve-month] educational officers to a higher level position, the  
9 educational officer shall be paid from the first day of the assignment provided for under  
10 Regulation #5206. **There shall be no partial-day temporary assignments for**  
11 **educational officers.**

12

13           [e)] **b)** An educational officer who performs a temporary assignment to a lower  
14 position shall continue to be compensated at the educational officer's existing rate prior  
15 to the temporary assignment.

16

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

21

22           4.]    Salary placement resulting from other personnel actions shall be governed  
23 by School Code Regulation #5206.

24

25           E.     Rewards and Recognition Program

26

27           1.     Subject to funding and approval by the legislative body, there shall be  
28 established a program called the Bargaining Unit 06 Rewards and Recognition Program  
29 (RRP). The purpose of the RRP is to provide rewards and recognition to BU 06  
30 members who are employed by the Department of Education based on their ratings on  
31 the performance evaluation system for that classification. ~~[Effective with the date of this~~

1 ~~Award, there]~~ **There** shall be established a committee called the Rewards and  
2 Recognition Program Committee (RRPC). The charge of the RRPC is to determine the  
3 annual distribution of rewards from the RRP.  
4

5 2. The RRPC shall consist of four members representing the DOE and four  
6 members representing the HGEA. One of the members representing the DOE shall be  
7 designated by the DOE as the Employer Co-Chair and one of the members  
8 representing the HGEA shall be designated by the HGEA as the Union Co-Chair. ~~{Dr.~~  
9 ~~Joyce Najita from the University of Hawai'i shall}~~ **The parties shall agree on the**  
10 **selection of two individuals, one shall** serve as the facilitator of the RRPC **and the**  
11 **other shall serve as** ~~[In the event Dr. Najita is unavailable,]~~ an alternate facilitator  
12 ~~shall be selected by the parties].~~  
13

14 3. ~~[During the 2014-15 work year, the]~~ **The** RRPC shall develop guidelines,  
15 criteria, and procedures for determining the distribution of rewards from the RRPC.  
16 These guidelines, criteria, and procedures ~~[shall be effective for the 2015-16 work year~~  
17 ~~and]~~ shall be distributed to the Employer and the Union no later than ~~[June 30, 2015]~~  
18 **the last day (June 30) of the applicable work year.** ~~[No rewards will be distributed~~  
19 ~~from the RRP based on performance evaluations from the 2014-15 work year.]~~ **Using**  
20 **its experience from prior years, the RRPC shall make any revisions in the**  
21 **guidelines, criteria, and procedures applicable in future years for determining the**  
22 **distribution of rewards from the RRP as it deems appropriate.**  
23

24 4. ~~Using the guidelines, criteria, and procedures distributed on or before~~  
25 ~~June 30, 2015, the RRPC shall determine the distribution of rewards from the RRP~~  
26 ~~based on performance evaluations from the 2015-16 work year. Rewards from the~~  
27 ~~performance evaluations from the 2015-16 work year shall be distributed no later than~~  
28 ~~December 31, 2016, unless otherwise agreed by the RRPC. The total amount available~~  
29 ~~to the RRPC to be distributed to BU-06 members who are employed by the Department~~  
30 ~~of Education for the 2015-16 work year shall be \$200,000. Unused amounts will not~~  
31 ~~carry forward to the following year.~~

1  
2       5. ~~Using its experience from 2015-16, the RRPC shall make any revisions in~~  
3 ~~the guidelines, criteria, and procedures for determining the distribution of rewards from~~  
4 ~~the RRP as it deems appropriate. These revisions of the guidelines, criteria, and~~  
5 ~~procedures, if any, shall be effective for the 2016-17 work year and shall be distributed~~  
6 ~~to the Employer and the Union no later than June 30, 2016. If there are no revisions in~~  
7 ~~the guidelines, criteria, and procedures, the Employer and the Union shall be so notified~~  
8 ~~no later than June 30, 2016.~~

9  
10       6. ~~Using the guidelines, criteria, and procedures distributed on or before~~  
11 ~~June 30, 2016, the RRPC shall determine the distribution of rewards from the RRP~~  
12 ~~based on performance evaluations from the 2016-17 work year. Rewards from the~~  
13 ~~performance evaluation from the 2016-17 work shall be distributed no later than~~  
14 ~~December 31, 2017, unless otherwise agreed by the RRCP. The total amount available~~  
15 ~~to the RRPC to be distributed to BU 06 members who are employed by the Department~~  
16 ~~of Education for the 2016-17 work year shall be \$200,000. Unused amounts will not~~  
17 ~~carry forward to the following year.~~

18  
19       7. ~~The Employer and the Union shall determine how they wish to proceed~~  
20 ~~with respect to the RRP for school years subsequent to 2016-17.~~

21  
22       8. ~~Pursuant to the Comprehensive Evaluation System for School~~  
23 ~~Administrators (CESSA) MOU of December 28, 2012, the version of the CESSA that is~~  
24 ~~in existence on the effective date of this award shall be the version that shall be used by~~  
25 ~~the RRPC during the 2014-15 work year. This shall not prohibit the Employer and the~~  
26 ~~Union from jointly making changes in the CESSA after the effective date of this award.~~

27  
28       9.]     The RRCP may also consider the performance ratings of non-principal BU  
29 06 members in making decisions on the distribution of awards.

ARTICLE 30 - SALARIES

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

A. Subject to the approval of the respective legislative bodies and effective July 1, 2025:

1. The salary schedule in effect on June 30, 2025, shall be designated as Exhibit A – 12-Month Vice Principals; Exhibit B – Principals; and Exhibit C – State and District Educational Officers.

2. Exhibit A and Exhibit B shall be replaced by a new salary schedule that contains the Cohort Interns, Vice Principals, and Principals and shall be designated as Exhibit D.

3. Following A.2. above, Employees shall retain their current step and be placed on the salary range corresponding with their position in Exhibit D.

4. The salary schedule designated as Exhibit C shall be amended to reflect a three and two tenths percent (3.2%) across-the-board salary increase, and such amended schedule shall be designated as Exhibit E.

5. Following A.4. above, Employees shall retain their current step and be placed on the salary range corresponding with their position in Exhibit E.

6. Employees not administratively assigned to the salary schedule shall receive a three and two tenths percent (3.2%) pay increase.

1        B. Subject to the approval of the respective legislative bodies and effective  
2        July 1, 2026:

3  
4        1. The salary schedules designated as Exhibits D and E shall be amended to  
5        reflect one and two hundredths percent (1.02%) across-the-board increase, and  
6        such amended salary schedules shall be designated as Exhibits F and G.

7  
8        2. Following B.1. above, Employees shall be placed on the corresponding  
9        salary range and step of Exhibits F and G.

10  
11       3. Employees not administratively assigned to the salary schedule shall  
12       receive a one and two hundredths percent (1.02%) pay increase.

13  
14       4. Employees shall receive a two-step adjustment on their applicable salary  
15       range of Exhibits F and G; provided that an employee shall not be placed beyond  
16       the maximum step of the Employee's salary range.

17  
18       5. Employees not administratively assigned to the salary schedule shall  
19       receive a one-time lump sum payment equal to two and eight tenths percent  
20       (2.8%) of their annual salary base pay as of June 30, 2026.

21  
22       6. Employees at the maximum step as of June 30, 2026 shall receive a one-  
23       time lump sum payment equal to two and eight tenths percent (2.8%) of their  
24       annual salary base pay as of June 30, 2026.

25  
26       7. Employees at the penultimate step pursuant to B.4. above as of June 30,  
27       2026, shall receive a one-step adjustment on their applicable salary range of  
28       Exhibits F and G and a one-time lump sum payment equal to one and four tenths  
29       percent (1.4%) of their annual salary base pay as of June 30, 2026.  
30

1        C. Subject to the approval of the respective legislative bodies and effective  
2 July 1, 2027:

3  
4        1. The salary schedule designated as Exhibits F and G shall be amended to  
5 reflect a two and sixty-one hundredths percent (2.61%) across-the-board  
6 increase and such amended salary schedules shall be designated as Exhibits H  
7 and I.

8  
9        2. Following C.1. above, Employees shall be placed on the corresponding  
10 salary range and step of Exhibits H and I.

11  
12        3. Employees not administratively assigned to the salary schedule shall  
13 receive a two and sixty-one hundredths percent (2.61%) pay increase.

14  
15        D. Subject to the approval of the respective legislative bodies and effective  
16 January 1, 2028:

17  
18        1. Employees shall receive a one-step adjustment on their applicable salary  
19 range of Exhibits H and I; provided that an employee shall not be placed beyond  
20 the maximum step of the Employee's salary range.

21  
22        2. Employees at the maximum step as of December 31, 2027 shall receive a  
23 one-time lump sum payment equal to one and four tenths percent (1.4%) of their  
24 annual salary base pay as of December 31, 2027.

25  
26        3. Employees not administratively assigned to the salary schedule shall  
27 receive a one-time lump sum payment equal to one and four tenths percent  
28 (1.4%) of their annual salary base pay as of December 31, 2027.

29  
30        E. Subject to the approval of the respective legislative bodies and effective  
31 July 1, 2028:

1  
2 1. The salary schedule designated as Exhibits H and I shall be amended to  
3 reflect a two and sixty-two hundredths percent (2.62%) across-the-board  
4 increase and such amended salary schedule shall be designated as Exhibits J  
5 and K.

6  
7 2. Following E.1. above, Employees shall be placed on the corresponding  
8 salary range and step of Exhibits J and K.

9  
10 3. Employees not administratively assigned to the salary schedule shall  
11 receive a two and sixty-two hundredths percent (2.62%) pay increase.  
12

13 F. Subject to the approval of the respective legislative bodies and effective  
14 January 1, 2029:  
15

16 1. Employees shall receive a one-step adjustment on their applicable salary  
17 range of Exhibits J and K; provided that an employee shall not be placed beyond  
18 the maximum step of the Employee's salary range.

19  
20 2. Employees at the maximum step as of December 31, 2028 shall receive a  
21 one-time lump sum payment equal to one and four tenths percent (1.4%) of their  
22 annual salary base pay as of December 31, 2028.

23  
24 3. Employees not administratively assigned to the salary schedule shall  
25 receive a one-time lump sum payment equal to one and four tenths percent  
26 (1.4%) of their annual salary base pay as of December 31, 2028.