

## **EXECUTIVE ORDER NO. 17-03**

(Civil Service and Exempt Employees Excluded From Bargaining Unit 11)

WHEREAS, under chapter 89C of the Hawaii Revised Statutes (HRS), the Governor is granted the authority to make adjustments to the wages, hours, benefits, and other terms and conditions of employment for elected and appointed officials, and employees in the executive branch who are excluded from collective bargaining coverage; and

WHEREAS, for excluded employees who are civil service employees under the same classification systems as employees within collective bargaining units, chapter 89C requires that the adjustments be “not less than” those provided under the collective bargaining agreements for employees hired on a comparable basis; and

WHEREAS, chapter 89C also requires that the adjustments for excluded civil service employees result in compensation and benefit packages that are “at least equal to” the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer’s jurisdiction; and

WHEREAS, chapter 89C provides that each appropriate authority shall determine the adjustments that are relevant for their respective excluded employees who are exempt from civil service in consideration of the compensation and benefit packages provided for other employees in comparable agencies; and

WHEREAS, the State, City and County of Honolulu, and counties of Hawai'i, Maui and Kauai have entered into tentative agreements with the Hawaii Fire Fighters Association (HFFA), as the exclusive representative for BU 11 for the collective bargaining agreement covering July 1, 2017 through June 30, 2019, and an interest

arbitration decision dated April 17, 2017, was rendered for all other outstanding issues;  
and

WHEREAS, HRS section 76-1(3) provides that the human resource program be administered to provide incentives for competent employees within the service, whether financial or promotional opportunities and other performance based group and individual awards that encourage continuous improvement to achieve superior performance; and

WHEREAS, chapter 89C provides for variable adjustments based on performance or other job criteria and further allows for specific adjustments based on the nature of work performed or working conditions; and

WHEREAS, HRS section 76-22.5 provides for the Director of Human Resources Development to seek continuous improvements to streamline the recruitment process including developing efficient alternatives to ensure the availability of qualified applicant pools; and

WHEREAS, consistent with the agreed-upon terms and conditions, the Director of Human Resources Development has recommended to the Governor the adjustments specified in this executive order for civil service and exempt employees within the executive branch who are excluded from BU 11.

NOW, THEREFORE, I, David Y. Ige, Governor of Hawai'i, pursuant to my executive authority under articles V and VII of the Constitution of the State of Hawai'i, the provisions of chapters 37 and 89C of the Hawaii Revised Statutes, and all other applicable authority, do hereby order effective July 1, 2017 through June 30, 2019, the following for civil service and exempt employees

excluded from BU 11; and Excluded Managerial Compensation Plan (EMCP)

employees excluded from BU 11.

### **Compensation**

1. **Salaries**
  - a. Adjustment for non-EMCP civil service and exempt employees excluded from BU 11 (Attachment A)
  - b. Adjustment for EMCP employees excluded from BU 11 (Attachment B)
2. **Compensation Programs**

Compensation programs for EMCP employees excluded from BU 11 (Attachment C)

### **Substitution**

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11 (Attachment D)

### **Overtime**

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11 (Attachment E)

### **Leave for Jury or Witness Duty**

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11 (Attachment F)

### **Safety Equipment**

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11 (Attachment G)

### **Tools**

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11 (Attachment H)

### **Alcohol and Controlled Substance Testing**

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11 (Attachment I)

IT IS FURTHER ORDERED that this executive order does not apply to:

- (1) employees of public charter schools, the Department of Education and the University of Hawai'i; (2) employees hired for 89 days or less; and (3) those executive branch


employees whom I later determine shall not receive the aforementioned adjustments;  
and

IT IS FURTHER ORDERED that this executive order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, or enforceable at law or in equity, against the State of Hawai'i or its agencies, departments, entities, employees, or any other person; and


IT IS FUTHER ORDERED that these provisions are subject to amendment by executive order.

The Director of Human Resources Development shall be responsible for the uniform administration of this executive order and is authorized to make any interpretations concerning the applicability of these adjustments to the employees of the State government executive branch who are excluded from collective bargaining coverage.

DONE at the State Capitol, Honolulu,  
State of Hawai'i, this 2<sup>nd</sup> day of  
August, 2017.

  
\_\_\_\_\_  
DAVID Y. IGE  
Governor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOUGLAS S. CHIN  
Attorney General

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 11.

Attachment A

### Section 32. WAGES

Delete the existing contract language and replace with the following:

- A. Subject to the approval of the respective legislative bodies and effective July 1, 2017:
1. The salary schedule in effect on June 30, 2017 shall be designated as Exhibit A.
  2. Exhibit A shall be amended to reflect a two percent (2%) across-the-board salary adjustment as shown in the salary schedule designated as Exhibit B.
  3. Employees on the salary schedule designated as Exhibit A as of June 30, 2017 shall be placed on the corresponding pay range and step of Exhibit B.
  4. Employees shall move or remain on Exhibit B as follows:
    - a. Catch-Up Step movements: All Employees who are on a step or receiving a basic rate of pay lower than warranted by their cumulative years of service as provided in Subsection O. Step Movements of Section 32-A. Compensation Adjustments shall move to the next higher step in their salary range on the Employees' service anniversary dates.
    - b. Service Step movements: All Employees who complete the cumulative years of service required for the next higher step in the pay range as provided in Subsection O. Step Movements of Section 32-A. Compensation Adjustments shall move to such step on the Employees' service anniversary dates, provided that the Employees did not receive a catch-up step movement in accordance with A.4.a. above.
    - c. All other Employees who are on or beyond their appropriate step based on their cumulative years of service shall remain at their respective step or rate until such time as the Employee's cumulative service corresponds with the next higher step on the salary schedule.
    - d. Notwithstanding the above, Employees with 25 or more years of service whose salaries are below Step L5 of the Employees' salary range shall be placed on Step L5 of the Employees' salary range on the Employees' service anniversary dates.
- B. Employees shall receive no more than one step movement under A.4.a. or A.4.b. above from July 1, 2017 to June 30, 2018.
- C. Subject to the approval of the respective legislative bodies and effective July 1, 2018:
1. Exhibit B shall be amended to reflect a two and a quarter percent (2.25%) across-the-board salary adjustment as shown in the salary schedule designated as Exhibit C.

2. Employees shall move or remain on Exhibit C as follows:
  - a. Catch-up Step movements: All Employees who are on a step or receiving a basic rate of pay lower than warranted by their cumulative years of service as provided in Subsection O. Step Movements of Section 32-A. Compensation Adjustments shall move to the next higher step in the salary range on the Employees' service anniversary dates.
  - b. Service Step movements: All Employees who complete the cumulative years of service required for the next higher step in the pay range as provided in Subsection O. Step Movements of Section 32-A. Compensation Adjustments shall move to such step on the Employees' service anniversary dates, provided that the Employees did not receive a catch-up step movement in accordance with C.2.a. above.
  - c. All other Employees who are on or beyond their appropriate step based on their cumulative years of service shall remain at their respective step or rate until such time as the Employees' cumulative service corresponds with the next highest step on the salary schedule.
  - d. Notwithstanding the above, Employees with 25 or more years of service whose salaries are below Step L5 of the Employees' salary range shall be placed on Step L5 of the Employees' salary range on the Employees' service anniversary dates.

D. Employees shall receive no more than one step movement under C.2.a. or C.2.b. above from July 1, 2018 to June 30, 2019.

E. Catch-up Step movements and Service Step movements as provided above shall be continued in successor agreements unless modified or terminated by mutual consent of the parties. All step movement costs under this section shall be included in the costs of collective bargaining and submitted to the respective legislative bodies for approval at the appropriate time.

F. For the purposes of the Agreement, the hourly rate of pay shall be derived by dividing the annual rate of pay by (the applicable average hours of work per week X 52).

SALARIES

*Applicable to EMCP employees excluded from BU 11*

1. The salary schedule in effect on June 30, 2017 shall be designated as Exhibit 1.
2. Subject to the approval of the respective legislative bodies and effective July 1, 2017
  - a. The salary schedule designated as Exhibit 1 shall be amended to reflect a two percent (2%) increase and such amended schedule shall be designated as Exhibit 2.
  - b. Employees who are employed as of June 30, 2017 shall receive a two percent (2%) increase to their basic rate of pay.
3. Subject to the approval of the respective legislative bodies and effective January 1, 2018, Employees who are employed as of December 31, 2017 shall receive a one and two-tenths percent (1.2%) increase to their basic rate of pay.
4. Subject to the approval of the respective legislative bodies and effective July 1, 2018
  - a. The salary schedule designated as Exhibit 2 shall be amended to reflect a two and twenty-five one-hundredths percent (2.25%) increase and such amended schedule shall be designated as Exhibit 3.
  - b. Employees who are employed as of June 30, 2018 shall receive a two and twenty-five one-hundredths percent (2.25%) increase to their basic rate of pay.
5. Subject to the approval of the respective legislative bodies and effective January 1, 2019, Employees who are employed as of December 31, 2018 shall receive a one and two-tenths percent (1.2%) increase to their basic rate of pay.
6. For the period July 1, 2017 to June 30, 2019 there shall be no WIRP increases.

## COMPENSATION PROGRAMS

*Applicable to EMCP employees excluded from BU 11*

All current and future costs of the compensation programs below shall be accommodated from existing program budget allocations and shall not require or serve as the sole basis for future supplemental program budget requests. Certification of availability of funds is required.

The Director of Human Resources Development will issue additional policies and procedures that shall be used in conjunction with the policies below.

The following EMCP pay programs shall continue beyond June 30, 2019 or until modified by a successor executive order.

### **A. Performance Bonus**

*(This section supersedes section B. Performance Bonus in EO 15-02)*

1. Effective October 1 of each year, Employees employed on October 1, who receive an overall evaluation of "Exceptional" on their annual EMCP Performance Evaluations for the immediately preceding fiscal year, may receive a one-time lump sum bonus of two percent (2%) of their June 30 annual basic rate of pay. The bonus shall not increase the Employees' base pay.
2. The Employee must have occupied an EMCP position for at least six months of the applicable July 1 to June 30 evaluation period to be eligible for the performance bonus.
3. If the Employee occupied an EMCP position for at least six months, but less than twelve months, the bonus shall be prorated on the basis of the number of whole months (drop fractions of a month) the Employee occupied an EMCP position.
4. If the Employee was compensated at different EMCP salary ranges during the evaluation period, the amount of the bonus shall be prorated based on the highest salary at each level, based upon the number of months at each level. In the event of the fractions of a month, round to the nearest whole month, not to exceed a total of twelve months.
5. The bonus shall not be applied to Employees retroactively reallocated to EMCP classifications from non-EMCP classifications.



**B. Professional Growth In-Grade Compensation Adjustment**

*(Effective October 1, 2017, this section supersedes section C. In-Grade Compensation Adjustment for Increase in the Scope and Complexity of Work in EO 15-02)*

1. Effective October 1, 2017, a four percent (4%) professional growth in-grade compensation adjustment, not to exceed the maximum of the salary range, may be authorized by the appointing authority for the following:
  - a. Increased Scope and Complexity of Work
    - 1) This adjustment is for employees whose scope and complexity of work has expanded, but remains characteristic of their existing pay range.  
  
It may be used when there is a significant change in responsibilities, an addition to the predominant duties of the position, or a new significant function is added. The significant change must be substantial as demonstrated in an increase in the accountability; critical thinking; problem solving; decision making; knowledge, skills and expertise; and/or communication skills of the employee.
    - 2) An increase in workload shall not be a basis for an in-grade compensation adjustment.
  - b. Increased Competencies
    - 1) Professional growth of an employee as demonstrated on an on-going basis in increased skills, knowledge, abilities, etc.
    - 2) Consideration may be given to the attainment of additional training or certification relevant to the area of professional specialization where the employee demonstrates application of the newly gained professional skills, knowledge and expertise in the performance of his/her duties and responsibilities.
2. Professional growth in-grade adjustment shall be limited to once every 12 months from the last in-grade adjustment. The appointing authority may, on an exception and special circumstance basis, waive the 12 month requirement with documented supporting rationale; provided the exception shall occur no earlier than 6 months after the last adjustment.

**D. Retention Adjustment**

*(Effective October 1, 2017, this section supersedes Retention Adjustments Under the Flexible Hiring Rates Program in EO 13-03.)*

1. Effective October 1, 2017, a retention adjustment may be authorized by the appointing authority, not to exceed the maximum of the salary range, to retain a key employee who has received a bona fide job offer and whose knowledge, skills, abilities and competencies are critical to the department's operations.
2. The bona fide job offer must be in writing and include the salary information.
3. The employee must have at least a satisfactory performance rating on the last evaluation period.
4. A counteroffer may be made, provided that:
  - a. It shall not be greater than the amount of the job offer from the other employer or agency, and
  - b. It shall not exceed the maximum of the employee's pay range.

**E. Internal Alignment Adjustment**

*(Effective October 1, 2017, this section supersedes Equity Adjustments for Existing Employees in EO 13-03.)*

Effective October 1, 2017, an internal alignment adjustment may be authorized by the appointing authority, not to exceed the maximum of the salary range, to adjust the pay rate of an existing employee when it is determined that the employee's rate of pay is significantly less than one or more employees in the same or lower pay grade who have similar responsibilities. Compensation adjustments shall be based on a comparison of the employees' education, training, experience, knowledge, skills, abilities and competencies.

**F. Flexible Hiring Rates**

*(Effective October 1, 2017, this section supersedes Transfers and Promotions Under the Flexible Hiring Rates Program in EO 13-03.)*

1. Effective October 1, 2017, the appointing authority may authorize a hiring rate for an EMCP candidate based on the DHRD salary matrix. The salary matrix is used to score the individual's education, work experience, and work performed; to determine the employee's salary.

2. In exceptional cases, when the salary determined by the salary matrix points does not adequately account for the individual's credentials, the appointing authority may authorize a higher salary, provided appropriate documentation and justification is given for the additional credentials, and the salary does not exceed the salary range maximum.
3. At the discretion of the appointing authority, the pay for an existing EMCP employee who is transferred or promoted to a vacant position, may be determined using the DHRD salary matrix, provided the salary shall not be less than the amount the employee would have customarily received if compensated according to existing compensation adjustment language in the applicable executive order, rules, or policies and procedures.

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11.

Bargaining Unit 11  
Tentative Agreement

Attachment D

Union: RA  
Employer: [Signature]  
Date: 1/9/2017

1 **Section 11. SUBSTITUTION.**

2 In conformance to the Fair Labor Standards Act (FLSA), 29 U.S.C. §207(p)(3) and  
3 29 CFR §553.3, Employees may request to substitute for one another during scheduled  
4 work hours. Substitution or "trading time" may only take place between Employees  
5 performing work in the same capacity.

6 **For the purpose of this section, the terms below shall have the stated**  
7 **meaning:**

8 **A. "Same Capacity" shall mean a qualified Employee (whether of the same**  
9 **or different rank) who is capable of performing the work of the person he**  
10 **or she is substituting for.**

11 **B. "Qualified Employee" shall mean an Employee who has demonstrated,**  
12 **through training, experience or performance, the ability to assume**  
13 **substantially all of the significant duties and responsibilities of the**  
14 **position as determined by the Employer or its designated representatives**  
15 **within the Fire Department. Employees that substitute in positions that**  
16 **require specific certifications and/or licenses – i.e., Rescue, HAZMAT,**  
17 **Tiller Operator, etc. – must also possess those certifications to be eligible**  
18 **to substitute.**

19 The request shall demonstrate that there is an agreement to substitute or "trade  
20 time" between the Employees involved, that the agreement was made freely, without  
21 coercion and solely at the option of the Employees involved. The agreement shall also  
22 set forth where and when the work will be done. The request shall be approved by the  
23 department head or his or her designee prior to the work being done. The department  
24 may permit such substitutions if it does not interfere with normal departmental operations.

25 The hours worked shall be excluded by the Employer in the calculation of the hours  
26 for which the substituting Employee would otherwise be entitled to overtime  
27 compensation under the FLSA, State law and/or any other applicable law. Where  
28 substitution or "trading time" takes place, the substituted Employee will still be credited

1 as if he or she worked his or her normal work schedule. The substituting Employee will  
2 not be paid for the time he or she works the substituted Employee's normal work  
3 schedule. However, if after the substituted Employee's normal work schedule ends and  
4 the substituting Employee continues to work additional hours, it is the substituting  
5 Employee who shall be credited with such additional hours of work.

6 As provided under the FLSA, the Employer is not required to keep a record  
7 of the hours of the substitute work. ~~[r-h]~~ However, the Employer in consultation with  
8 the Union may elect to adopt procedures to keep a record of the hours of the  
9 substitute work.

10 Under the FLSA, the Employer is not responsible in any way for ensuring that  
11 an Employee "returns the substitution" to the other Employee. At no time will the  
12 Employer be responsible for reimbursing or paying any money to an Employee who  
13 did not receive a "returned substitution." Relieved or substituted Employees shall  
14 not engage in any work-related duties during the period of time they are relieved  
15 from work.

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11.

Bargaining Unit 11  
Tentative Agreement  
Union: RLL  
Employer: [Signature]  
Date: 4/21/2017

1 **Section 21. OVERTIME.**

2 A. Overtime work will occur when an Employee performs service at the direction of or as  
3 scheduled by proper authority (including while attending training sessions required by  
4 the Employer) if the performance of such service is:

- 5 1. in excess of the normal scheduled work hours on a day or shift;
- 6 2. on the Employee's scheduled day or shift off and there has been no permanent  
7 change in the Employee's work schedule;
- 8 3. as a witness who is summoned or subpoenaed in a judicial proceeding on any  
9 matter within the scope of the Employee's official duties and responsibilities where  
10 such requires the Employee to be in attendance on the Employee's scheduled day  
11 or shift off;
- 12 4. considered scheduled overtime.

13 B. In the case of an Employee assigned to twenty-four (24) hour shifts; if a change in  
14 schedule results in the Employee being scheduled to work more than seventy-two (72)  
15 hours during the Employee's existing work period, all such excess hours shall be  
16 considered over-time occurring at the beginning of the new assignment. For purposes  
17 of this section, an Employee's existing work period shall be the work period  
18 commencing at the start of the Employee's last scheduled work shift immediately  
19 preceding the change in assignment.

20 Such Employee shall be entitled to time off with pay which shall be taken within the  
21 existing work period on the following basis:

- 22 1. time off on a straight time basis for all such hours worked; or
- 23 2. if the Employee was not given forty-eight (48) hours advance notice of the change  
24 in schedule, time off at the rate of one and one-half hours for all such hours worked  
25 up to twenty-four (24) hours and on a straight time basis for all such hours worked  
26 thereafter.

27 If the Employee cannot be permitted to take such time off within the existing work  
28 period, such hours shall be considered overtime work subject to the other applicable  
29 overtime provisions of this section.

1 C. Continuous Duty. An Employee who is required to be on duty for more than thirty-six  
2 (36)~~[thirty-four (34)]~~ hours, without a minimum of eight (8) consecutive hours off-duty  
3 for rest, shall be paid at the rate of two (2) times the hourly rate of pay for all on-duty  
4 hours in excess of thirty-six (36)~~[thirty-four (34)]~~ hours until the Employee is allowed  
5 a minimum of eight (8) consecutive hours off-duty for rest. An Employee shall be  
6 entitled to receive straight time pay and benefits for any portion of the eight (8) hours  
7 off-duty for rest which falls on the Employee's next scheduled shift which the  
8 Employee is required to work.

9 D. Compensation for Overtime Work

- 10 1. Compensation for overtime work shall be at the rate of one and one-half hours for  
11 each hour of overtime worked except as provided by subsection B. and C. above  
12 or as otherwise provided in this Agreement. Except as is clearly provided otherwise  
13 in this Agreement, the hourly rate for overtime compensation for all Employees  
14 assigned to twenty-four (24) hour shifts (including compensation provided for  
15 scheduled overtime) shall be at the fifty-three (53) hour rate including any  
16 applicable differential. Scheduled overtime may be annualized and paid  
17 semimonthly.
- 18 2. Except as otherwise provided in this Agreement, Employees shall be entitled to  
19 payment in cash for overtime hours unless the Employee requests in writing and  
20 the Employer approves compensatory time credit in lieu of cash payment.
- 21 3. Leaves with pay shall be considered time worked for the purpose of computing  
22 overtime.

23 E. Compensatory time credit in lieu of cash payments as provided above may continue  
24 to be requested, approved and taken as provided in this section and Section 31 of this  
25 Agreement provided that the total compensatory time credits shall not exceed four  
26 hundred and eighty (480) hours for any Employee. At the time of termination or  
27 resignation from service, an Employee shall be paid in cash for all compensatory time  
28 credits earned but not yet taken or compensatory time off based upon the Employee's  
29 rate of pay at the termination or resignation.

30 F. Employees who are paid at salary range 31 and above shall not be entitled to receive  
31 cash payment or compensatory time credit because of overtime work. Related

- 1 sections of this Agreement shall be appropriately amended to reflect any changes
- 2 implemented by this section.



This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11.

Attachment F

**Bargaining Unit 11**  
**Tentative Agreement**  
Union: UAW  
Employer: UAW  
Date: 1/9/2017

1 **Section 37. LEAVE FOR JURY OR WITNESS DUTY.**

2

3 Any Employee who is summoned as a juror or witness in any judicial proceeding (subject  
4 to any claim for exemption from jury duty as in the law provided) shall, if the Employee serves,  
5 be entitled to leave of absence with pay for the period required for such service.

6 An Employee who serves as a witness or a juror and who receives a fee or mileage  
7 allowance shall not suffer the loss of such monies or have it off-set against the Employee's salary  
8 account.

9 When an Employee is summoned as a witness in a proceeding involving or arising from  
10 the Employee's outside employment or personal business affairs, the Employee shall not be  
11 entitled to leave of absence with pay as provided herein. An Employee shall, however, be  
12 entitled to use the Employee's ~~annual~~ vacation leave or elect to take leave without pay.

**Section 37. Leave for Jury or Witness Duty**

**HFFA FINAL Proposal**  
**September 2, 2016**

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11.

Bargaining Unit 11  
Tentative Agreement  
Union: PSL  
Employer: [Signature]  
Date: 1/9/2017

Attachment G

1 **Section 43. SAFETY EQUIPMENT.**

2 The Employer shall furnish, at no expense to Employees, personal safety  
3 equipment (including two (2) pairs of station boots) which is required in connection with  
4 the Employee's official duties by the Employer, by this Agreement, by law or by rules and  
5 regulations. ~~[This requirement shall be met no later than January 1, 2009.]~~ **In addition,**  
6 **the Employer shall make available replacement personal safety equipment when**  
7 **needed.** Wherever Hawaii Occupational Safety and Health Standards exist relating to  
8 such safety equipment, the Standard shall be met or exceeded.

9 Each self contained breathing apparatus (SCBA) furnished by the Employer shall  
10 be equipped with a personal alert safety system (PASS) device and shall endeavor to  
11 meet NFPA guidelines and recommendations. Each Employee assigned to a unit carrying  
12 SCBA's shall be issued as personal protective equipment an individually fitted mask, to  
13 be utilized exclusively by such Employee.

14 Whenever safety devices or personal protective equipment are furnished, the  
15 Employee shall be required to use them. Violation of safety rules and regulations and/or  
16 the misuse or disregard of safety devices or equipment furnished by the Employer shall  
17 be just cause for disciplinary action.

18 ~~[Except in cases of negligence or improper use and care on the part of the~~  
19 ~~Employee, such s]~~ **Safety devices, [or ]equipment, or PPEs** which are lost or damaged or  
20 which are worn out through normal wear and tear shall be replaced by the Employer. In  
21 cases of negligence or improper use and care, the Employer shall replace the lost or  
22 damaged safety devices, ~~[and ]equipment~~ **and PPE [at the Employee's expense]** **and the**  
23 **Fire Chief or designee may take appropriate disciplinary action in concurrence with**  
24 **Section 16.** ~~[Replacement of all required personal safety devices or equipment shall be~~  
25 ~~made as soon as possible.]~~

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11.

Attachment H

**Bargaining Unit 11  
Tentative Agreement**

Union: RAL  
Employer: [Signature]  
Date: 1/9/2017

1 Section 46. TOOLS.

2

3 The Employer shall furnish, at no expense to Employees, all tools and equipment which it  
4 requires Employees to use in connection with their official duties.

5 Except in cases of negligence or improper use and care on the part of Employees, such  
6 tools and equipment which are lost or damaged or which are worn out through normal wear and  
7 tear shall be replaced by the Employer. In cases of negligence or improper use and care,  
8 ~~Employees shall replace the lost or damaged tools and equipment at their own expense~~ the Fire  
9 Chief or designee may take appropriate disciplinary action in concurrence with Section 16.

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Section 46. Tools

HFFA FINAL Proposal  
September 2, 2016

This adjustment is applicable to civil service and exempt employees excluded from BU 11 and EMCP employees excluded from BU 11.

Bargaining Unit 11  
Tentative Agreement  
Union: BU 11  
Employer: [Signature]  
Date: 1/9/2017

Attachment I

- 1 **Section NEW ALCOHOL AND CONTROLLED SUBSTANCE TESTING.**
- 2 **The Employer and Union recognize that the abuse and use of controlled**
- 3 **substance and/or alcohol may adversely affect the health, safety and job**
- 4 **performance of the employees, its co-workers and the general public. Hence, the**
- 5 **parties have agreed to implement and administer a Memorandum of Agreement**
- 6 **titled Employer's Drug and Alcohol Testing (DAT) Policy, subject to the provision**
- 7 **in the DAT Policy that either party may give 30 days prior written notice of its**
- 8 **intent to terminate this agreement.**

State of Hawaii  
 DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
 SALARY SCHEDULE

Effective Date: 01/01/2017

Bargaining Unit: 30, 31, 32, 33, 34, 35 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	72,624	120,864	EM 07	Annual	97,332	161,976
	Monthly	6,052	10,072		Monthly	8,111	13,498
	8 hour	279.36	464.88		8 hour	374.32	622.96
	Hourly	34.92	58.11		Hourly	46.79	77.87
EM 02	Annual	76,224	126,936	EM 08	Annual	102,192	170,100
	Monthly	6,352	10,578		Monthly	8,516	14,175
	8 hour	293.2	488.24		8 hour	393.04	654.24
	Hourly	36.65	61.03		Hourly	49.13	81.78
EM 03	Annual	80,076	133,272	ES 01	Annual	105,276	175,200
	Monthly	6,673	11,106		Monthly	8,773	14,600
	8 hour	308.00	512.56		8 hour	404.88	673.84
	Hourly	38.5	64.07		Hourly	50.61	84.23
EM 04	Annual	84,072	139,920	ES 02	Annual	108,420	180,420
	Monthly	7,006	11,660		Monthly	9,035	15,035
	8 hour	323.36	538.16		8 hour	417.04	693.92
	Hourly	40.42	67.27		Hourly	52.13	86.74
EM 05	Annual	88,308	146,916	ES 03	Annual	111,696	185,868
	Monthly	7,359	12,243		Monthly	9,308	15,489
	8 hour	339.68	565.04		8 hour	429.6	714.88
	Hourly	42.46	70.63		Hourly	53.7	89.36
EM 06	Annual	92,688	153,180				
	Monthly	7,724	12,765				
	8 hour	356.48	589.12				
	Hourly	44.56	73.64				

State of Hawaii  
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
SALARY SCHEDULE

Effective Date: 07/01/2017

Bargaining Unit: 34 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	74,076	123,276	EM 07	Annual	99,276	165,216
	Monthly	6,173	10,273		Monthly	8,273	13,768
	8 hour	284.88	474.16		8 hour	381.84	635.44
	Hourly	35.61	59.27		Hourly	47.73	79.43
EM 02	Annual	77,748	129,480	EM 08	Annual	104,232	173,508
	Monthly	6,479	10,790		Monthly	8,686	14,459
	8 hour	299.04	498.00		8 hour	400.88	667.36
	Hourly	37.38	62.25		Hourly	50.11	83.42
EM 03	Annual	81,672	135,936	ES 01	Annual	107,376	178,704
	Monthly	6,806	11,328		Monthly	8,948	14,892
	8 hour	314.16	522.80		8 hour	412.96	687.36
	Hourly	39.27	65.35		Hourly	51.62	85.92
EM 04	Annual	85,752	142,716	ES 02	Annual	110,592	184,032
	Monthly	7,146	11,893		Monthly	9,216	15,336
	8 hour	329.84	548.88		8 hour	425.36	707.84
	Hourly	41.23	68.61		Hourly	53.17	88.48
EM 05	Annual	90,072	149,856	ES 03	Annual	113,928	189,588
	Monthly	7,506	12,488		Monthly	9,494	15,799
	8 hour	346.40	576.40		8 hour	438.16	729.20
	Hourly	43.30	72.05		Hourly	54.77	91.15
EM 06	Annual	94,536	156,240				
	Monthly	7,878	13,020				
	8 hour	363.60	600.96				
	Hourly	45.45	75.12				

State of Hawaii  
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
SALARY SCHEDULE

Effective Date: 07/01/2018

Bargaining Unit: 34 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	75,744	126,048	EM 07	Annual	101,508	168,936
	Monthly	6,312	10,504		Monthly	8,459	14,078
	8 hour	291.36	484.80		8 hour	390.40	649.76
	Hourly	36.42	60.60		Hourly	48.80	81.22
EM 02	Annual	79,500	132,396	EM 08	Annual	106,572	177,408
	Monthly	6,625	11,033		Monthly	8,881	14,784
	8 hour	305.76	509.20		8 hour	409.92	682.32
	Hourly	38.22	63.65		Hourly	51.24	85.29
EM 03	Annual	83,508	138,996	ES 01	Annual	109,788	182,724
	Monthly	6,959	11,583		Monthly	9,149	15,227
	8 hour	321.20	534.64		8 hour	422.24	702.80
	Hourly	40.15	66.83		Hourly	52.78	87.85
EM 04	Annual	87,684	145,932	ES 02	Annual	113,076	188,172
	Monthly	7,307	12,161		Monthly	9,423	15,681
	8 hour	337.28	561.28		8 hour	434.88	723.76
	Hourly	42.16	70.16		Hourly	54.36	90.47
EM 05	Annual	92,100	153,228	ES 03	Annual	116,496	193,848
	Monthly	7,675	12,769		Monthly	9,708	16,154
	8 hour	354.24	589.36		8 hour	448.08	745.60
	Hourly	44.28	73.67		Hourly	56.01	93.20
EM 06	Annual	96,660	159,756				
	Monthly	8,055	13,313				
	8 hour	371.76	614.48				
	Hourly	46.47	76.81				