



BLUE COLLAR CONTRACT GOES TO UNIT 1 MEMBERSHIP RATIFICATION VOTE THIS WEEK

Summary of Contract Sections

Section 1. RECOGNITION

- A. UPW is the exclusive bargaining agent.
- B. Employees have a choice of being a Union member or not.
- C. The Employer will furnish contracts to all new employees.
- D. The Employer will consult the Union when formulating and implementing personnel policies, practices and any matter affecting working conditions.
- E. No changes in wages, hours or other working conditions may be made except by mutual consent.
- F. The Employer shall furnish the Union each month, the names of employees, position numbers, classification titles, rates of pay, dates of hire and the departments or divisions.
- G. The Employer shall provide the Union names of employees, most recent dates of hire, classification titles and departments at least twice a year.
- H. The Employer will make available to the Union relevant personnel information needed to chart personnel transactions.

Section 2. UNION SECURITY

- A. Dues, service fees, insurance fees and other fees will be by payroll deduction.
- B. The Employer will provide the Union a list of Bargaining Unit employees monthly.
- C. The Employer will provide the Union a list of employees paying service fees monthly.

Section 3. DISCRIMINATION

- A. Employees will not be discriminated against because of union or non-union membership or union activity, race, color, creed, sex or political activity.

Section 4. RIGHT OF ACCESS TO EMPLOYER'S PREMISES

- 1. Union representatives shall be permitted on the Employer's premises during working hours for the purposes of investigating grievances and to see to it that the contract is being observed.
- 2. The Union shall provide the Employer with a list of its representatives.

Section 5. UNION STEWARDS AND UNION REPRESENTATIVES

- A. The Employer agrees to deal with accredited Union Stewards and representatives of the Union in all matters covered by the contract during working hours.
- B. The Union will provide the Employer with a list of stewards.

Section 6: LEAVES OF ABSENCE

- 1. An employee elected or appointed to a full time office in the Union will be given a leave of absence without pay not to exceed one year. An extension of one year may be granted.
- 2. An employee elected or appointed to a Union convention or conference may be given a leave of absence without pay or vacation leave.
- 3. An employee on leave of absence without pay shall not lose seniority for the purposes of determining length of service.

Section 7. BULLETIN BOARDS

- 1. The Employer will provide bulletin boards for posting of Union notices.

Section 8. EDUCATION AND INFORMATIONAL MEETINGS

- 1. The Union may hold educational and informational meetings once every quarter.
- 2. The meetings shall be open to all employees of the bargaining unit.
- 3. Employees shall be allowed not more than two hours off with pay to attend such meetings.
- 4. The Employer shall provide a meeting site if it is not provided by the Union.

Section 9. RIGHTS OF THE EMPLOYER

- A. The Employer retains the right to manage except as provided in the contract.

Section 10. NO STRIKE OR LOCKOUT

- A. The Union agrees not to strike during the life of the contract.
- B. The Employer agrees not to lockout employees during the life of the contract.

Section 11. DISCIPLINE

- 1. Employees are subject to discipline by the Employer.
- 2. Employees who are disciplined shall be furnished the reasons for the discipline in writing.
- 3. Disciplinary actions are subject to the grievance procedure.

Section 12. LAYOFF

- A. Layoffs shall be subject to the retention points system set up in this section.

HIGHLIGHTS OF AGREEMENT

WAGES—5.5% raise on July 1, 1972; 1.5% "catch-up" raise on July 1, 1972; 5.5% raise on July 1, 1973; wage increases are subject to legislative approval.

EFFECTIVE DATE—Except for wages, all sections go into effect on July 1, 1972, after approval by employees.

NIGHT-SHIFT DIFFERENTIAL—Raised to 20¢ per hour.

SPLIT-SHIFT DIFFERENTIAL—Raised to 20¢ per hour.

FUNERAL LEAVE—Increased to 3 days; Hawaiian "Hanai" relationship recognized.

KALAUPAPA TRAIL—Employees given new deal on travel time or monthly plane trip "topside".

MATERNITY LEAVE—Six weeks of paid sick leave may be used.

SENIORITY—When other factors are relatively equal, seniority to prevail on promotions. Seniority recognized on temporary assignments and assignment of replacement equipment.

JURY DUTY—Employee may keep jury or witness fees in addition to regular pay.

VACATIONS—Employee may accumulate first 42 days. Overtime to be paid if a worker is recalled to work during his vacation. All employees to be treated equally on vacations, including Education Department workers.

OVERTIME—To be paid from 7th day on when an employee doesn't get a day off.

LODGING—Choice of food or \$12.00 per day for food when camping out.

HOLIDAYS—All State holidays which fall on a Saturday to be observed on Friday.

ADEQUATE STAFFING—Committee to study staffing in Department of Education and recommend solutions.

SICK LEAVE—Committee to study ways of paying for accumulated sick leave or adding leave to retirement credits. May be used for medical, dental, optical appointments when they cannot be scheduled during non-work time.

ADEQUATE RELIEF—Employer to endeavor to provide adequate relief when given level of service is essential.

STAND-BY—To be paid for calendar day or portion of a day.

DURATION—Contract to run for three years to June 30, 1975.

REOPENING—On Wages and two other sections between July 1, 1973 and August 31, 1973.

SUMMARY OF CONTRACT SECTIONS (continued):

Section 13. **PLACEMENT OF LAID OFF EMPLOYEE ON THE REEMPLOYMENT LIST**

- A. After a layoff, employees will be placed on the reemployment list according to this section.

Section 14. **PRIOR RIGHTS, BENEFITS AND PERQUISITES**

1. All prior rights, benefits and perquisites presently covered by statutes or rules and regulations presently in existence shall continue except as superseded by the contract.
2. The employer must consult with Union prior to modifying or terminating perquisites.
3. The Union shall have the right to process a grievance in the event a perquisite is modified or terminated.

Section 15. **GRIEVANCE PROCEDURE**

- A. Any violation, misinterpretation or misapplication of the contract will be subject to the grievance procedure.
- B. Grievances of interpretation shall be referred directly to the Labor-Management Committee.
- C. Grievances may be filed by the Union or the employee.
- D. The union representative must be informed of the time and place of all grievance hearings in order to be present.
- E. All grievance settlements must be in accordance with the contract.
- F. The Employer shall provide any information needed by the Union or the employee to process the grievance within 3 working days of the request.
- G. Grievances must be filed within 14 days after it occurs or within 14 days after the violation of the contract became known.
- H. The Grievance procedure consists of 5 steps:
 1. Division Head or his designee
 2. Department Head or Agency Head or his designee
 3. Employer or his representative
 4. Labor-Management Committee
 5. Arbitration
- I. Grievance meetings may be held between each step of the procedure in order to settle the grievance.

Section 16. **SENIORITY**

- A. When making temporary assignments, the qualified employee in the next lower class in the same series earned at the baseyard or institution work place will receive the first offer to take the temporary assignment.
- B. Seniority among employees in the class earned in a baseyard or institution work place shall determine the assignment of replacement equipment, provided the operator is physically capable and qualified to operate the equipment.
- C. On promotions:
 - (1) All promotions shall be posted on appropriate bulletin boards for at least 72 hours;
 - (2) Other factors being relatively equal, seniority shall prevail; and
 - (3) In the event a senior employee applies for a promotion and is denied the promotion, he shall be given a written statement of the reasons for denial upon his request.



Blue Collar committee studies proposals.

Section 17. **PERSONNEL INFORMATION**

1. An employee shall be allowed to examine his personnel file.
2. An employee must be given a copy of any derogatory material before it is placed in his personnel file.
3. An employee shall have the opportunity to submit explanatory remarks for the record.
4. An employee may request that derogatory material be destroyed after three years.
5. If the Department Head refuses to destroy the derogatory material, the Personnel Director will make a final decision.

Section 18. **REST PERIODS AND LUNCH PERIODS**

- A. Employees shall be allowed rest periods of ten minutes during each half of the workday, and before each two hours of continuous overtime work after the regular workday.
- B. Employees shall be allowed a lunch period of at least twenty minutes but not more than forty-five minutes during each workday.
- C. The length of the lunch period shall be determined through consultation.
- D. Lunch periods shall occur no later than five hours after the start of the workday.

Section 19. **CLEAN-UP TIME**

- A. Employees shall be permitted 10 minutes personal clean-up time prior to the end of the workday and 10 minutes before meals if the work assignments are noxious or involves poisonous chemicals.
- B. Additional clean-up time may be allowed where work assignments are noxious or involves poisonous chemicals.

Section 20. **TRANSPORTATION**

1. The Employer shall continue to provide transportation to employees from pick-up points to base-yards and from base-yards to pick-up points.

Section 21. **SUPERVISORS PERFORMING BARGAINING UNIT WORK**

1. Supervisors shall not perform bargaining unit work assignments except:
 - A. When the duties are part of the written job descriptions.
 - B. When the duties are because of an emergency, training or no temporary relief is available.

Section 22. **UNIFORMS**

1. The present practices on uniforms shall be continued.

Section 23. **WAGES.**

- A. Effective July 1, 1972, there shall be an across-the-board salary increase of 5.5 percent (5.5%) for all blue collar employees in Unit one (1), subject to legislative approval.
- B. Effective July 1, 1972, there shall be a "catch-up" increase of 1.5 percent (1.5%) across the board for all blue collar employees in Unit one (1), subject to legislative approval.
- C. Effective July 1, 1973, there shall be an across-the-board salary increase of 5.5 percent (5.5%) for all blue collar employees in Unit one (1), subject to legislative approval.

Section 24. **PAY FORMULA**

- A. The wage board schedules attached to the Agreement shall be used for the purposes of compensation.

Section 25. **HOURS OF WORK**

- A. Present practices on hours of work during the workday and the work week shall be continued for the life of the Agreement. Where changes are required, the Employer shall notify the Union 30 days prior to the tentative date of the anticipated changes in order to afford the Union a chance to negotiate with the Employer in reference to the change.

If the parties are unable to agree to the proposed change, the Employer may implement the change and the Union may process its objections to the change through the grievance procedure.

- B. The work schedules of employees shall be prepared and prominently posted at least one week in advance. Such schedules shall not be considered changed unless the affected employees are given 48 hours prior notice. Whenever possible, work schedules shall permit an employee to enjoy a holiday on the day it is observed.
- C. The work day for an employee who is required to report for duty at a corporation yard or any other central pick-up point shall begin at the time he is required to report for duty at the designated place and shall end at the time he returns to the designated place upon the conclusion of his daily work period.
- D. An employee who suffers a disabling personal injury shall be credited with a full work day, regardless of the time such employee is injured.

Section 26. **OVERTIME**

- A. Employees are entitled to receive cash payment or compensatory time credit because of overtime work.
- B. Employees will be credited with overtime work under the conditions of this section.

Section 27. **SHOW-UP TIME AND REPORTING PAY**

An employee who reports to work but who is unable to perform his normal work because of inclement weather, breakdown or unavailability of equipment, or other conditions beyond his control, shall be considered and credited with his normal day of work; provided, however, the employee may be assigned to perform other work as determined by the employer or his designee.

Section 28. **STAND-BY TIME PAY**

- A. The employee shall be paid an additional amount equal to 25% of his daily pay rate for each calendar day or portion thereof of stand-by duty.

Section 29. **TEMPORARY ASSIGNMENT PAY**

- A. An employee assigned temporarily to a higher position shall be paid at the lowest step of the higher position which exceeds his present pay rate.

Section 30. **TEMPORARY HAZARD PAY**

- A. Upon recommendation of a department head, the Personnel Director, in consultation with the Union, may grant hazard pay to employees who are temporarily exposed to unusually hazardous working conditions.
- B. Hazard Pay Differentials are—Most Severe: 20 or 25% and Severe: 10 or 15%.

Section 31. **SPLIT-SHIFT PAY**

- A. Employees on split shifts shall be paid 20 cents (20¢) per hour for each hour.
- B. The employee's basic compensation plus the split-shift differential will be used in determining the cash payment for overtime.
- C. Split-shift pay for one-half or less will be ten cents (10¢).
- D. An employee who works a split-shift which exceeds ten (10) hours exclusive of meal periods, calculated from the time he starts and ends his workday, will be paid overtime.

Section 32. **EVENING AND NIGHT SHIFT DIFFERENTIAL**

- A. Employees shall be paid, in addition to his basic compensation, the amount of twenty cents (20¢) per hour for each hour.
- B. The employee's basic compensation plus the night shift differential will be used in determining the cash payment for overtime.
- C. Night shift pay for one-half hour or less will be 10 cents (10¢).

Section 33. **EMERGENCY CALL-OUT PAY**

- A. An employee on off duty status who is called back to duty because of an emergency will be credited with either:
- (a) A minimum of two (2) hours regular pay, calculated from the time he leaves his home and until he returns home from work, or
- (b) Overtime work calculated from the time he leaves his home and until he returns home, whichever is greater in value.

Section 34. **MEALS OR COMPENSATION FOR MEALS**

- A. When employees are required with less than 24 hours prior notice, to work overtime because of an emergency and therefore are unable to go home for meals they usually consume at home, the Employer shall furnish them with such meals or reimburse them for the reasonable cost of such meals, provided they do not exceed two dollars for breakfast and lunch, and three dollars for dinner. Meals shall be allowed after the first two hours of actual overtime work performed and after intervals of five hours following the first meal. When employees are called to perform emergency overtime work before the start of their normal workday, and are required to work continuously into their normal workday, they shall be entitled to meals for the period of the emergency overtime work as well as their



normal workday. Overtime work necessary in the usual operational routines, to meet deadlines, or to overcome a backlog of work shall not be considered as emergency duty.

Section 35. **HOLIDAY**

- A. Employees have 14 holidays.

Section 36. **VACATION LEAVE**

- A. Employees shall earn 1½ working days of vacation for each month of service.
- B. Employees may accumulate up to 21 days of vacation per calendar year until he accumulates his first 42 days.
- C. After his first 42 days accumulation, the employee may accumulate only 15 days per year unless approved by the department head.
- D. Total vacation accumulation shall be 90 days. Payment for vacation in excess of 90 days may be made in accordance with law.
- E. Employees shall submit vacation request in advance.
- F. The department head shall furnish the employee the reasons for a denial of a vacation request in writing.
- G. Whenever two or more employees request for a vacation are in conflict, the employee with the longest continuous service in the work unit shall be given preference.
- H. Whenever an employee is called back to work while on vacation, he will be paid overtime for all work performed and his unused vacation days shall be granted on a mutually agreed time.
- I. Employees may be granted advance vacation.

Section 37. **SICK LEAVE**

- A. Sickness is any physical or mental disability not wilfully or intentionally provoked by the employee.
- B. Sick leave accumulation is unlimited.
- C. Notification of sickness shall be given as soon as possible on the first day or as soon as possible.
- D. Application for sick leave shall be made within five working days after the employee returns to duty.
- E. A doctor's certificate must be submitted for five or more consecutive working days of absence.
- F. The minimum sick leave is one hour.
- G. Sick leave can be used for medical, dental, optical and optometrical appointments which cannot be scheduled on the employees off time.
- H. Sick leave shall be charged only for the days the employee would have worked.
- I. Physical examinations required by the Employer shall be on work time and at no cost to the employee.
- J. Additional sick leave may be granted.
- K. Sickness lasting five consecutive working days during vacation may be charged as sick leave.
- L. The department head may investigate sick leave abuse.
- M. Employees shall earn 1½ working days of sick leave for each month of service.
- N. A joint committee will review sick leave payment trends and make recommendations of their findings to be considered during negotiations for contract renewal.

Section 38. **MATERNITY LEAVE**

- A. Female regular employees with one year of continuous service shall be entitled to maternity leave.
- B. Maternity leave shall be for not more than 12 months. An extension may be granted.
- C. Maternity leave shall start no later than six (6) weeks prior to the expected date of birth and end no sooner than six (6) weeks after date of birth unless waived by the attending physician.
- D. Sick leave up to a maximum of six weeks prior to date of confinement or vacation leave for any part of the maternity leave shall be granted.
- E. After maternity leave, the employee shall return to her former job and pay status unless the job has been abolished.
- F. If the employee does not return after the maternity leave but submits reasons acceptable to the department head she shall be subject to the provisions of the Lay-off section.

Section 39. **LEAVE FOR INDUSTRIAL INJURY**

1. An employee shall be placed on accidental injury leave unless suspended or dismissed when:
- A. He is temporarily exposed to unusually hazardous conditions.
- B. He is a member of a class recognized by action of repricing to be a class exposed to unusually hazardous conditions.
2. An employee on accidental injury leave shall receive his full monthly salary during the first four months of his disability.
3. After the first four months, he shall receive sixty percent of his regular monthly salary for the remainder of his disability.

Section 40. **LEAVE FOR JURY OR WITNESS DUTY**

- A. Employees who are summoned to serve as a witness or juror in any judicial proceeding except for his personal business, shall be granted leave of absence with pay in addition to any fees which he receives for his services.
- B. Employees shall be granted vacation leave or leave without pay for witness duty which is the result of personal business.

Section 41. **LEAVE OF ABSENCE FOR DEATH IN THE FAMILY**

1. Employees shall be allowed three (3) working days as funeral leave with pay.
2. Funeral leave shall be granted on such days as designated by the employee provided they fall within a reasonable period of time after death in the immediate family.
3. Immediate family are: parents, brothers, sisters, spouses, natural or legally adopted children, parents-in-law, grandparents or an individual affected by the Hawaiian "Hanai" custom.
4. An employee shall be granted a reasonable number of additional days of vacation leave or leave of absence without pay for travel to attend the funeral which is outside the State of Hawaii.

Section 42. LEAVE OF ABSENCES FOR OTHER PURPOSES

- A. The Employer shall grant other leaves of absences as granted by law.

Section 43. RELIEF FOR AUTHORIZED ABSENCES

- A. In operations where it is essential to maintain a given level of service, the Employer shall endeavor to provide adequate relief during periods when employees are absent because of authorized leaves of absences.

Section 44. LODGING.

- A. Employees who cannot return home at the end of the workday and are provided with commercial lodging, shall be paid per diem.
- B. Employees who cannot return home at the end of the workday and are not provided with commercial lodging, will be provided with cabins or needed camping supplies.
- C. At the employees' option, the Employer shall also provide adequate stores of food or pay each employee \$12.00 per day in lieu thereof.

Section 45. KALAUPAPA TRAIL

1. Employees will be granted one of the following choices:
 - A. One (1) round trip by air to topside (Molokai Airport) per month, or
 - B. One (1) hour travel pay for traveling down the trail once a week and one (1) hour travel pay for traveling up the trail once a week.
- C. Time spent in performing maintenance work on the trail will be work time and will receive, in addition, one (1) hour travel pay.
- D. Travel pay will be straight time pay.

Section 46. WORKING CONDITIONS AND SAFETY

1. Employees are encouraged to observe safety rules and regulations.
2. The Employer shall comply with Federal, State or Local Safety laws, rules and regulations and the Workmen's Compensation law.
3. Each Department or Agency of the State and Counties shall furnish its employees with safety equipment which are required at no cost to the employees.
4. All employees shall report any unsafe conditions to their supervisors.
5. The supervisor shall promptly investigate and correct the unsafe condition.
6. Unsafe conditions which are not corrected by the supervisor shall be referred to the Department Head.
7. The State Division of Safety will make a decision on unsafe condition disagreements.
8. The Employer will reimburse employees for personal clothing and prescription glasses which are damaged or destroyed by another person while in the performance of his duties.
9. The Employer shall replace craft employee's personal hand tools which are damaged or stolen.
10. No employee will be required to operate a vehicle which is unsafe.
11. Safety committees will be established in each jurisdiction with Union and Employer representatives.
12. The Union will designate its employee representatives and

the Employer will designate its representatives.

Section 47. TRAINING AND EMPLOYEE DEVELOPMENT

1. The Employer shall attempt to develop in-service training or make available out-service training.
2. Regular employees may be granted paid time off during working hours to enter a training program or course of instruction.
3. The reasons for denial of such training request shall be in writing.
4. Employee's normal work hours may be adjusted to accommodate time spent in approved courses which are not held during the employee's normal work hours.
5. The employee shall be reimbursed for the cost of tuition, books and supplies.
6. Employees may participate in training for personal development at his own expense and on leave without pay.
7. Evidence of satisfactory completion of training courses shall be placed in the employee's personnel file.

Section 48. PROTECTION AGAINST INCLEMENT WEATHER

1. The Employer will provide protection against inclement weather.

Section 49. SANITARY CONDITIONS AND COMFORT STATIONS

1. The Employer will provide sanitary toilet and washing facilities in each base-yard and job sites.
2. The Employer will provide water for drinking and washing at job site.

Section 50. STAFFING AND WORKLOAD

1. A Joint Committee shall be appointed to analyze staffing and workload in the Department of Education.
2. The Committee shall make recommendations in an attempt to provide sufficient number of employees and equitable workload formulas.

Section 51. REFUSE COLLECTION TASK WORK—(UKU PAU)

1. The existing refuse collection task work (uku pau) system shall continue.
2. Employees assigned to task work shall be considered to have completed the equivalent of a days' work of 8 hours upon completion of the assigned task.
3. Modifications to an existing Task Work Agreement shall be made through negotiations between the applicable Employer and the Union.
4. Violations of the Task Work Agreement shall be subject to a grievance procedure.

A letter of understanding in addition to this section spells out that:

1. Written Local Task Work Policies in effect shall remain in effect subject to modification through negotiations.
2. Local Task Work Policies in effect which are not in written form shall be reduced to written form after consultation leads to agreement.

NOTICE:

THIS IS A SUMMARY, NOT THE COMPLETE CONTRACT

This bulletin contains a summary of the blue collar agreement, but not the actual contract language.

In order to shorten and simplify the provisions, some conditions and qualifications have been omitted.

While every effort has been made to retain the spirit of the agreement, the actual contract language will prevail when the contract is signed.

Copies of the agreement will be given to every employee in Unit 1 as soon as they are printed.

Section 52. PARKING

1. An attempt will be made to improve parking problems.

Section 53. LABOR MANAGEMENT COMMITTEES AND OTHER COMMITTEES

- A. The Labor-Management Committee will consist of equal Labor-Management membership.
- B. All other committees will be Joint Committees.
- C. Meetings of the committees will be during working hours.

Section 54. ENTIRETY AND MODIFICATION CLAUSE

- A. Any reopening or modification of the Agreement can be done only by mutual agreement between the Employer and the Union.

Section 55. MASCULINE INCLUDES FEMININE

- A. Whenever the masculine gender is used, it shall be deemed to include the feminine gender.

Section 56. SAVING CLAUSE

- A. Should any part of this Agreement be rendered or declared invalid by reason of any existing legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

Section 57. IMPLEMENTATION

- A. The parties agree that Section 23, Wages, covers the cost item which must be referred to the 1973 session of the Legislature for approval.
- B. All other sections of the Agreement will take effect and be implemented on the effective date of the Agreement.

Section 58. DURATION

- A. The contract will be effective as of July 1, 1972 and remain in effect until June 30, 1975.
- B. Negotiations for a new contract will start during the month of July 1974.
- C. There will be a reopening between July 1, 1973 and August 31, 1973 on wages and two other sections selected by the Union.

In the event of failure to agree during the reopening, either party has the right to invoke all impasse procedures, including the right to strike or lockout.