

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF HAWAII
AND
THE HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
[School Year Adjustment for 10-Month
Communication Aides, Educational Assistants, School Security Attendants, Teaching Assistants
in Bargaining Unit 3]**

THIS MEMORANDUM OF UNDERSTANDING is entered into on this 1st day of July, 2023, by and between the Department of Education (DOE), State of Hawaii (Employer), and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO (Union), on behalf of employees, Communication Aides, Educational Assistants, School Security Attendants, Teaching Assistants (collectively, the Affected Employees), in Bargaining Unit 03.

WHEREAS, beginning with the 1998-1999 school year (SY), all Affected Employees began to receive compensation for seven (7) additional instructional days plus one (1) day of work prior to the reporting of students through a salary differential (SY differential) that increases the annual salary rate by 4.40%;

WHEREAS, the Employer provided a SY differential as separate compensation and in addition to the base pay of Affected Employees to account for the extended school year;

WHEREAS, the SY differential is referenced and explained in the 2021-2025 Memorandum of Agreement between the State of Hawaii and the Hawaii Government Employees Association for 10-month Communication Aides, Educational Assistants, Teaching Assistants and School Security Attendants dated November 22, 2022 (see Attachment A);

WHEREAS, the Employer has been informed by the Employees' Retirement System of the State of Hawaii (ERS) that, starting from July 1, 2023, for certain classified employees hired after June 30, 2012, the ERS will no longer consider the SY differential as creditable compensation for purposes of calculating the retirement pension; and

WHEREAS, the Employer desires to adjust the salary schedules of the Affected Employees to integrate the SY differential into their annual base salary.

NOW, THEREFORE, the UNION and the EMPLOYER mutually agree as follows:

1. Effective July 1, 2023, the SY differential will be calculated as part of the annual base salary and will be reflected in the July 1, 2023 DOE Educational Assistant, Communication Aide, Teaching Assistant and School Security Attendant salary schedules (see Attachment B);
2. Effective July 1, 2023, the SY differential will be removed and will no longer be applicable; and

3. The last paragraph of section VII. Compensation, A. of the 2021-2025 Memorandum of Agreement for 10-month Communication Aides, Educational Assistants, Teaching Assistants and School Security Attendants dated November 22, 2022, shall be revised as follows:

Note: Beginning with the 1998-99 school year **through June 30, 2023, employees shall be compensated for seven (7) additional instructional days added to the school year plus one (1) day of work prior to the reporting of students by receiving a salary differential that increases the annual salary rate by 4.40%.*

Effective July 1, 2023, employees shall be compensated for seven (7) additional instructional days added to the school year plus one (1) day of work prior to the reporting of students by receiving a salary adjustment that is included in and increases the annual base salary by 4.40%.

IN WITNESS WHEREOF, the Employer and Union, by and through their authorized representatives, have executed this Memorandum of Understanding on the day and year first written above.

STATE OF HAWAII

HAWAII GOVERNMENT EMPLOYEES ASSOCIATION

By: _____
Brenna Hashimoto
Chief Negotiator

By: _____
Randy Perreira
Executive Director

HAWAII STATE DEPARTMENT OF EDUCATION

By: _____
Keith T. Hayashi
Superintendent

ATTACHMENT A

**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF HAWAII
AND
THE HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
(10- Month Communication Aides, Educational Assistants, Teaching Assistants, School
Security Attendants Bargaining Unit 03)**

2022 THIS MEMORANDUM OF AGREEMENT (MOA) is entered into the 22ND day of NOV, by and between the Department of Education, State of Hawaii ("Employer"), and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO, ("Union"), on behalf of 10-Month employees, Communication Aides, Educational Assistants, Teaching Assistants, and School Security Attendants in Bargaining Unit (BU) 03.

It is mutually agreed that effective July 1, 2021, the following conditions relating to hours of work, work year, vacation leave, sick leave, personal leave, funeral leaves, compensation, Hepatitis B inoculation, and grievances shall be applicable to the above-named classes of Department of Education ten-month employees, hereinafter called "Employees," in the white collar non-supervisory unit of BU 3.

I. Hours of Work

- A. The work schedule for all full-time Employees shall be eight (8) hours a day and forty (40) hours a week for each normal workweek.
- B. The work schedule for all half-time Employees shall be four (4) hours a day and twenty (20) hours a week for each normal workweek.
- C. The Employee shall have the right to refuse for good cause as determined by the Employer to work overtime, to accept temporary assignments and to perform any work not representative of their class.
- D. When an employee undergoes a temporary change in work station, (e.g., attendance at a workshop activity or special meeting; participation in field trips or other student related activities; participation in other department sponsored activities), the Employee shall follow the work schedule required for the activity.

II. Work Year

All employees shall report to work one workday after Department of Education 10-month teachers in Hawaii State Teachers Association BU 05 and thereafter follow the work days designated for teachers on the official school calendar approved by the Board of Education.

Employees shall not be required to work during summer, fall, winter and spring breaks, as well as on the day after Thanksgiving pursuant to the official school calendar approved by the Board of Education. Employees shall report to work on the day between semesters.

Employees' work year shall end on the same date as Department of Education 10-month teachers in Hawaii State Teachers Association BU 05.

The number of paid days (work days, holidays, and paid breaks) is reflected on the annual 10-month salary schedules for employee's subject to this MOA.

The following shall apply to holidays and paid breaks:

- A. Employees shall receive compensation for holiday(s) or paid break days if they are on full day's paid status or its equivalent, e.g., four (4) hours for twenty (20) hour Employees and eight (8) hours for forty (40) hour Employees, for at least one of the five working days immediately preceding the holiday(s) or paid break (four of the five working days involved may be on a leave without pay status).
- B. Exception: In the case of separation from service, e.g., resignation, termination, retirement, dismissal, layoff or death, compensation shall not be received for paid days occurring subsequent to the last day of employment.

III. Vacation Leave

Article 35, Vacation Leave of the White Collar Non-Supervisory Employees' Collective Bargaining Agreement between the Employer and the Union (03 Agreement) shall not apply to Employees.

IV. Sick Leave

- A. For School Year 2021-2022 and continuing, the following shall apply:

In lieu of paragraphs A.1. and A.2. of Article 36 of the BU 03 Agreement, ten (10)-month employees shall earn sick leave at the rate of sixteen (16) hours for each month of service during the school year, with the exception of the month of October and May at the rate of eight (8) hours, for a total potential earned sick leave of 144 hours. If the ten (10)-month employee renders less than a month of service, the amount of earned sick leave for such month (except October, and May, as applicable) shall be computed as follows based on the percentage of Full-Time Equivalency (FTE):

Actual Straight Time Hours of Service	Earned Hours of Sick Leave
144 +	16
120 to 143	13
104 to 119	11
80 to 103	9
64 to 79	6
40 to 63	4
0 to 39	0

If the ten (10)-month employee renders less than a month of service in October and May (as applicable), the amount of earned sick leave for October and May shall be computed as follows based on the percentage of Full-Time Equivalency (FTE):

Actual Straight Time Hours of Service	Earned Hours of Sick Leave
128 +	8
104 to 127	6
88 to 103	5
64 to 87	4
48 to 63	3
24 to 47	2
0 to 23	0

The term "actual straight time hours of service" shall include paid holidays and paid breaks.

Sick leave allowance shall be administered by the Department of Education according to its guidelines for sick leave administration.

- B. Sick leave shall be allowed for medical, dental, optical, and optometrical examination appointments which the employee cannot schedule for non-work time.

C. Illness at the Opening of the Work Year

An Employee who is ill at the opening of the work year shall be allowed paid sick leave to the limit of his/her accumulated sick leave.

V. Personal Leave

The employer shall grant up to six (6) days of personal leave per work year with pay to employees. Personal leave shall be requested from the employee's accumulated sick leave balance. Such personal leave shall be granted upon application for business that can only be transacted during the normal work hours of the Employee and shall be charged against the employee's sick leave. An employee desiring to use such leave shall give at least twenty-four (24) hours advance notice, except in emergencies. Such personal leave is subject to approval and shall not be cumulative. The parties agree that personal leave is not intended to be used to extend breaks, holidays and other leaves.

Unused personal leave at the end of the school year shall be added to the employee's accumulated sick leave balance.

VI. Funeral Leave

In lieu of Section D, Article 37 of the BU 03 Agreement and in recognition of the fact that Employees do not earn vacation leave credits, the following shall be applicable.

If the death or funeral occurs outside the State of Hawaii, the Employee shall, upon request, be granted a reasonable number of additional days of accumulated sick leave not to exceed three (3) working days or leave without pay for travel to attend the funeral.

VII. Compensation

- A. Beginning July 1, 1997, compensation shall be administered according to DOE Administrative Regulation #5201, "Salary Administration for Ten-month Employees" as appropriately adjusted for the Employees' compensation and work year schedules. The Annual Salary Rate* shall be determined by the following formula:

Annual rate of compensation on the Unit 03 Salary Schedule ÷ 12 X 10

The Monthly Salary Rate, the Daily Salary Rate and the Hourly Salary Rate shall be derived as follows:

Monthly Salary Rate = Annual Salary Rate divided by twelve (12) months.

Daily Salary Rate = Annual Salary Rate divided by the Total Number of Paid Days within the Official Work Year when Salary is earned.

Hourly Salary Rate = Daily Salary Rate divided by eight (8) hours.

Salaries shall be paid in semimonthly installments over a period of 12-months subject to proper adjustments for absences without pay and other disruptions to salary earnings. The normal semi-monthly installment is determined by dividing the Monthly Salary Rate by two (2) pay periods.

Salaries shall be earned at the Hourly Salary Rate for each hour of paid status entitlement.

Employees who work at less than 100% FTE shall have their compensation rate adjusted accordingly.

*Note: Beginning with the 1998-1999 school year, employees shall be compensated for seven (7) additional instructional days added to the school year plus one (1) day of work prior to the reporting of students by receiving a salary differential that increases the Annual Salary Rate by 4.40%.

- B. Employees shall be compensated for any work that they perform upon direction of proper authority on the day after Thanksgiving, during winter, spring, summer and fall breaks at the current hourly rate of pay derived from the BU 03 Salary Schedule for each hour of work performed in addition to their prorated 10-month pay except as provided for in this MOA. If employment is available for summer school, fall break, and/or after-school activities, employees who accept employment shall be compensated at the offered rate of pay.

VIII. Hepatitis B Inoculation

The Employer shall pay reasonable costs for Hepatitis B inoculations to the extent not covered by an Employee's medical insurance or workers' compensation benefits, when the Department of Health recommends the inoculation. Further, when the Department of Health confirms an Employee's treating physician prescription that such an inoculation is warranted due to the Employees' exposure to a carrier of Hepatitis B while performing duties within the scope of the Employee's responsibilities and while following the rules and regulations established by the

Employer, the Employer shall pay reasonable costs for the Hepatitis B inoculations to the extent not covered by the Employee's medical insurance or workers' compensation benefits.

IX. Grievances

Any complaint by an Employee or the Union concerning the application and interpretation of this MOA shall be subject to the Grievance Procedure contained in the BU 03 Agreement.

X. Expiration of this Memorandum of Agreement

This Memorandum of Agreement shall be effective from July 1, 2021 to and including June 30, 2025, unless either of the parties terminates this MOA by giving thirty (30) days written notice.

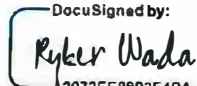
IN WITNESS WHEREOF the parties hereto have executed this MEMORANDUM OF AGREEMENT the day and year first written above.

FOR THE EMPLOYER:

FOR THE UNION:


10/25/2022
**Keith T. Hayashi, Superintendent
Department of Education**


**Randy Perreira, Executive Director
Hawaii Government Employees Association**

DocuSigned by:

11/15/2022
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**Ryker J. Wada, Chief Negotiator
Office of Collective Bargaining**

APPROVAL AS TO FORM:


**James Halvorson
Deputy Attorney General**

DOE Support Services Personnel
PAY RATES for Ten-Month
EDUCATIONAL ASSISTANT, COMMUNICATION AIDE,
and TEACHING ASSISTANT

ATTACHMENT B

BU03	Step:	C	D	E	F	G	H	I	J	K	L	M
SR08 (Educational Assistant I*)	Annual	31,382.64	32,635.44	34,003.08	35,360.28	36,759.24	38,189.52	39,765.96	41,331.96	42,950.16	44,683.20	46,447.56
	Monthly	2,615.22	2,719.62	2,833.60	2,946.70	3,063.28	3,182.48	3,313.84	3,444.34	3,579.20	3,723.60	3,870.64
	Daily	147.34	153.22	159.64	166.01	172.58	179.29	186.69	194.05	201.64	209.78	218.06
SR10 (Educational Assistant II*)	Annual	33,345.36	34,639.92	36,007.56	37,469.16	38,941.20	40,548.96	42,156.72	43,837.56	45,560.16	47,387.16	49,308.12
	Monthly	2,778.78	2,886.66	3,000.64	3,122.44	3,245.12	3,379.08	3,513.06	3,653.14	3,796.68	3,948.94	4,109.02
	Daily	156.55	162.63	169.05	175.91	182.82	190.37	197.92	205.81	213.90	222.47	231.49
SR12 (Educational Assistant III*; Comm Aide)	Annual	36,007.56	37,469.16	38,941.20	40,548.96	42,156.72	43,837.56	45,560.16	47,387.16	49,308.12	51,270.84	53,358.84
	Monthly	3,000.64	3,122.44	3,245.12	3,379.08	3,513.06	3,653.14	3,796.68	3,948.94	4,109.02	4,272.58	4,446.58
	Daily	169.05	175.91	182.82	190.37	197.92	205.81	213.90	222.47	231.49	240.71	250.51
SR14 (Teaching Assistant I)	Annual	38,941.20	40,548.96	42,156.72	43,837.56	45,560.16	47,387.16	49,308.12	51,270.84	53,358.84	55,415.52	57,670.56
	Monthly	3,245.12	3,379.08	3,513.06	3,653.14	3,796.68	3,948.94	4,109.02	4,272.58	4,446.58	4,617.98	4,805.90
	Daily	182.82	190.37	197.92	205.81	213.90	222.47	231.49	240.71	250.51	260.17	270.75
SR16 (Teaching Assistant II)	Annual	42,156.72	43,837.56	45,560.16	47,387.16	49,308.12	51,270.84	53,358.84	55,415.52	57,670.56	59,967.36	62,347.68
	Monthly	3,513.06	3,653.14	3,796.68	3,948.94	4,109.02	4,272.58	4,446.58	4,617.98	4,805.90	4,997.28	5,195.64
	Daily	197.92	205.81	213.90	222.47	231.49	240.71	250.51	260.17	270.75	281.54	292.71

These pay rates are applicable to ten-month employees in classes specifically covered by the BU03 Memorandum of Agreement.

The daily rates are determined by 213 paid days for SY 2023-2024.

This chart is not applicable to hourly-paid employees.

*These rates are also applicable to charter school employees in SPED EA positions funded by the DOE at public charter schools who have purchased DOE services.

DOE Civil Service Personnel
PAY RATES for Ten-Month
SCHOOL SECURITY ATTENDANT

BU03	Step:	C	D	E	F	G	H	I	J	K	L	M
SR07 (School School Attendant I)	Annual	30,756.24	31,988.16	33,334.92	34,650.36	36,028.44	37,427.40	38,993.40	40,507.20	42,104.52	43,806.24	45,528.84
	Monthly	2,563.02	2,665.70	2,777.92	2,887.54	3,002.38	3,118.96	3,249.46	3,375.62	3,508.72	3,650.52	3,794.08
	Daily	144.40	150.18	156.50	162.68	169.15	175.72	183.07	190.17	197.67	205.66	213.75
SR09 (School School Attendant II)	Annual	32,019.48	33,345.36	34,639.92	36,007.56	37,469.16	38,941.20	40,548.96	42,156.72	43,837.56	45,560.16	47,387.16
	Monthly	2,668.30	2,778.78	2,886.66	3,000.64	3,122.44	3,245.12	3,379.08	3,513.06	3,653.14	3,796.68	3,948.94
	Daily	150.33	156.55	162.63	169.05	175.91	182.82	190.37	197.92	205.81	213.90	222.47
SR011 (School School Attendant III)	Annual	34,639.92	36,007.56	37,469.16	38,941.20	40,548.96	42,156.72	43,837.56	45,560.16	47,387.16	49,308.12	51,270.84
	Monthly	2,886.66	3,000.64	3,122.44	3,245.12	3,379.08	3,513.06	3,653.14	3,796.68	3,948.94	4,109.02	4,272.58
	Daily	162.63	169.05	175.91	182.82	190.37	197.92	205.81	213.90	222.47	231.49	240.71

These pay rates are applicable to ten-month employees specifically covered by a BU03 Memorandum of Agreement.

The daily rates are determined by 213 paid days for SY 2023-2024.

This chart is not applicable to hourly-paid employees.