

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF HAWAII
AND
THE HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
[School Year Adjustment for 10-Month School Health Assistants I & II
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, State of Hawaii (Employer), and the Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO (Union), on behalf of employees, School Health Assistants I & II, (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 School Health Assistant I and School Health Assistant II 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;

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 Full-Time School Health Assistant salary schedule (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 School Health Assistants dated November 22, 2022, shall be revised as follows:

Note: Beginning with the 1998-99 school year **through June 30, 2023, School Health Assistants 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 School Health Assistant I, School Health Assistant II, Bargaining Unit 03)**

THIS MEMORANDUM OF AGREEMENT (MOA) is entered into on this 22nd day of Nov., 2022, 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 employees, School Health Assistants I and School Health Assistants II 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 leave, compensation, Hepatitis B inoculation, and grievances shall be applicable to permanent, full-time Department of Education 10-month School Health Assistants I and School Health Assistants II, hereinafter called "School Health Assistants" in the White Collar Non-Supervisory unit of BU 03.

I. Hours of Work

- A. The work schedule for all full-time School Health Assistants shall be six and one-half (6½) hours a day and thirty-two and one-half (32½) hours a week for each normal workweek.
- B. With the prior approval of the Superintendent of Education or designee, School Health Assistants may work beyond the six and one-half (6½) hours a day. Employees working beyond the six and one-half (6½) hours a day shall receive cash payment or compensatory time credit on the basis of one (1) hour of pay or compensatory time credit for each hour of work performed provided that employees working beyond eight (8) hours a day shall receive overtime credit on the basis of one and one-half (1½) hours of pay or compensatory time credit for each hour of work beyond eight (8) hours.

II. Work Year

- A. All School Health Assistants shall report to work at the beginning of the school year on the same day as 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.
- B. School Health Assistants 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. School Health Assistants shall not 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.

C. The following shall apply to holidays and paid breaks:

1. School Health Assistants 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 School Health Assistants and eight (8) hours for forty-(40) hour School Health Assistants, for at least one of the five (5) 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).
2. 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 (BU 03 Agreement) shall not apply to School Health Assistants.

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 thirteen (13) hours for each month of service during the school year, with the exception of the month of October and May at the rate of six and a half (6.5) hours, for a total potential earned sick leave of 117 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, 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
117 +	13
97.5 to 116.9	11
84.5 to 97.4	9
65 to 84.4	7
52 to 64.9	5
32.5 to 51.9	3
0 to 32.4	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
104 +	6.5
84.5 to 103.9	5
71.5 to 84.4	4
52 to 71.4	3
39 to 51.9	2
19.5 to 38.9	1
0 to 19.4	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. 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 School Health Assistants. Personal leave shall be requested from the employee's accumulated sick leave balance. Such personal leave shall be granted only 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. A School Health Assistant 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 Unit 03 Agreement and in recognition of the fact that School Health Assistants do not earn vacation leave credits, the following shall be applicable.

If the death or funeral occurs outside of the State of Hawaii, the School Health Assistant 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. Compensation shall be administered according to DOE Administrative Regulation #5201 or subsequent standards of practice, "Salary Administration for Ten-month Employees" as appropriately adjusted for the School Health Assistants' 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 x 81.25%.

The monthly salary rate, the daily salary rate and the hourly salary rate shall be derived as follows:

Monthly salary rate = annual salary rate ÷ by twelve (12) months.

Daily salary rate = annual salary rate ÷ by the total number of paid days within the official work year when salary is earned.

Hourly salary rate = daily salary rate ÷ by six and one-half (6½) hours.

Salaries shall be paid in semimonthly installments over a period of twelve (12) months subject to proper adjustments for absence 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.

*Note: Beginning with the 1998-99 school year, School Health Assistants 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. School Health Assistants 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 as reflected on 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, School Health Assistants 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 a School Health Assistant's medical insurance or workers' compensation benefits, when the Department of Health recommends the inoculation. Further, when the Department of Health confirms a School Health Assistant's treating physician prescription that such an inoculation is warranted due to the School Health Assistants' exposure to a carrier of Hepatitis B while performing duties within the scope of the School Health Assistant'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 School Health Assistant's medical insurance or workers' compensation benefits.

IX. Grievances

Any complaint by a School Health Assistant or the Union concerning the application and interpretation of this MOA shall be subject to the Grievance Procedure (Article 11) contained in the White Collar Non-Supervisory Employees' Collective Bargaining Agreement and Supplemental Agreement pertaining to Article 11, Grievance Procedure (single-level grievance procedure) in effect between the Employer and the Union.

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, by their authorized representatives, have executed this MOA on the day and year first written above.

FOR THE EMPLOYER:

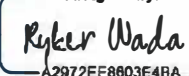
FOR THE UNION:


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 Civil Service Personnel

**PAY RATES for Ten-Month
FULL-TIME (8 Hours) SCHOOL HEALTH ASSISTANT**

ATTACHMENT B

BU03	Step:	C	D	E	F	G	H	I	J	K	L	M
SR09 (School Health Assistant I)	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	149.62	155.82	161.87	168.26	175.09	181.97	189.48	196.99	204.85	212.90	221.44
SR11 (School Health Assistant II)	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	161.87	168.26	175.09	181.97	189.48	196.99	204.85	212.90	221.44	230.41	239.58

Salary schedule is for School Health Assistants based on an 8 hour per day 10 month schedule.

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 214 paid days for SY 2023-2024.

This chart is not applicable to hourly-paid employees.

DOE Civil Service Personnel
PAY RATES for Ten-Month
FULL-TIME SCHOOL HEALTH ASSISTANT

BU03		Step:	C	D	E	F	G	H	I	J	K	L	M
SR09 (School Health Assistant I)	Annual		26,015.83	27,093.11	28,144.94	29,256.15	30,443.70	31,639.73	32,946.03	34,252.34	35,618.02	37,017.63	38,502.07
	Monthly		2,168.00	2,257.76	2,345.42	2,438.02	2,536.98	2,636.64	2,745.52	2,854.36	2,968.18	3,084.82	3,208.50
	Daily		121.57	126.60	131.52	136.71	142.26	147.85	153.95	160.06	166.44	172.98	179.92
SR11 (School Health Assistant II)	Annual		28,144.94	29,256.15	30,443.70	31,639.73	32,946.03	34,252.34	35,618.02	37,017.63	38,502.07	40,062.85	41,657.56
	Monthly		2,345.42	2,438.02	2,536.98	2,636.64	2,745.52	2,854.36	2,968.18	3,084.82	3,208.50	3,338.58	3,471.48
	Daily		131.52	136.71	142.26	147.85	153.95	160.06	166.44	172.98	179.92	187.21	194.66

School Health Assistants are full-time at 6-1/2 hours. The rates shown above reflect the actual 6-1/2 hour amounts (81.25% of 100%FTE).

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 214 paid days for SY 2023-2024.

This chart is not applicable to hourly-paid employees.