

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF HAWAII
AND
THE HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
[School Year Adjustment for 10-Month Special Services Personnel
in Bargaining Unit 13]**

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, Audiologist, Human Services Professionals, Psychological Examiners, District-Based School Psychologists, Social Workers, and Speech Pathologists (collectively, the Affected Employees), in Bargaining Unit 13.

WHEREAS, beginning with the 1998-1999 school year (SY), all Affected Employees began to receive seven (7) additional days of pay through a salary differential (SY differential), which was determined by multiplying fifty-six hours (seven eight-hour days) by the hourly rate of pay from the appropriate range and step on the Unit 13 Salary Schedule and dividing the product by 12 months;

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 Memorandum of Understanding for Special Services Personnel in the Department of Education Bargaining Unit 13 for Audiologists, Psychological Examiners, School Psychologists, Social Workers, and Speech Pathologists dated December 16, 2004 (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 SSP Psychological Examiner, Speech Language Pathologist, and School Psychologist (District Based) salary schedule, and Social Worker and Human Services Professional salary schedule (see Attachment B);
2. Effective July 1, 2023, the SY differential will be removed and will no longer be applicable; and

3. Paragraph A. of section VII. Compensation, of the Memorandum of Understanding for Audiologists, Psychological Examiners, School Psychologists, Social Workers, and Speech Pathologists dated December 16, 2004, shall be revised as follows:

*The Employees shall receive salaried compensation based on their Adjusted Prorated Monthly Rate of Pay. As defined herein, the Adjusted Prorated Monthly Rate of Pay includes a Prorated Monthly Rate, a Special Services Adjustment plus a Standby Adjustment and, beginning with the 1998-1999 school year **through June 30, 2023**, a salary differential for working seven (7) additional instructional days added to the school year.*

Effective July 1, 2023, the Employees shall receive salaried compensation based on their Adjusted Prorated Monthly Rate of Pay. As defined herein, the Adjusted Prorated Monthly Rate of Pay includes a Prorated Monthly Rate, a Special Services Adjustment plus a Standby Adjustment, and a salary adjustment added to their annual base salary for working seven (7) additional instructional days added to the school year.

4. Language in paragraph 4. of section VII. Compensation, A. of the Memorandum of Understanding for Audiologists, Psychological Examiners, School Psychologists, Social Workers, and Speech Pathologists dated December 16, 2004, shall be revised as follows:

Beginning the 1998-1999 school year through June 30, 2023, [T]the
Employee's salary differential for working seven (7) additional days added to the school year shall be determined by multiplying fifty-six hours (seven eight-hour days) by the hourly rate of pay from the appropriate range and step on the Unit 13 Salary Schedule and dividing the product by 12 months.

Effective July 1, 2023 the Employee's salary adjustment for working seven (7) additional days added to the school year shall be determined by multiplying fifty-six hours (seven eight-hour days) by the hourly rate of pay from the appropriate range and step on the Unit 13 Salary Schedule and dividing the product by 12 months.

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

MEMORANDUM OF UNDERSTANDING
Special Services Personnel in the Department of Education
Bargaining Unit 13

This MEMORANDUM OF UNDERSTANDING is entered into this 16th day of December, 2004 by and between the State of Hawaii, Department of Education, hereinafter called the "Employer" and the Hawaii Government Employees Association, American Federation of State, County and Municipal Employees, Local 152, AFL-CIO, hereinafter called the "Union".

It is mutually agreed that for the effective school years 2003-2005, the following terms and conditions shall be applicable to the Special Services Personnel (budgeted through Appropriation 015 or 215 including those employed at the Hawaii Center for the Deaf and the Blind) who are in Bargaining Unit 13 and who are hired for Department of Education positions as audiologist, social workers, psychological examiners, speech pathologists, and school psychologists, who shall hereinafter be called the "Employees". Unless specifically modified herein, the provisions of the professional and scientific employee's BU 13 agreement shall be applicable.

I. Work Year, Holidays, Vacation and Recesses

- A. The Employees shall not be entitled to earn vacation leave credits in accordance with the provisions of Article 36-Vacation Leave, Section A, Earning of Vacation Leave of the Unit 13 Agreement.

Employees with previously accrued vacation leave credits may request vacation leave only for regularly scheduled workdays during the work year. Any employee newly entering into these 10-month positions shall not be allowed to transfer accrued vacation leave credits.

- B. The Employees shall have the same work year, holidays, vacation (the day after Thanksgiving, Winter and Spring), and summer and intersession recesses as Bargaining Unit 05 members in the Department of Education provided that:
1. The work schedule for full-time Employees shall remain eight (8) hours a day and forty (40) hours a week for each normal workweek.
 2. The work schedule for half-time Employees shall remain four (4) hours a day and twenty (20) hours a week for each normal workweek.
 3. Employees may be assigned by the Employer to a work year schedule that aligns with the schedule of a year round school.

- C. The Employer shall retain the right to determine the numbers and types of Employees it needs to perform work during the vacation and recess periods noted above and the duration of such work provided that each Employee can request to be excused from recall duty for at least ten (10) days per year. Such requests shall be subject to reasonable advance scheduling and shall be granted by the Employer when operationally feasible. In the process of deciding which Employees will be assigned to perform the work, the Employer shall take into consideration the following:
 - 1. For summer recess periods, the Employer shall, to the extent possible, identify manpower requirements for the summer recess periods by April 15th of each year provided that adjustments may be made by the Employer to the manpower requirement projections after April 15th due to unanticipated operational requirements.
 - a. To the extent possible, the notification of Employees of their summer recess or work assignments shall be made not later than April 30th subject to changes in Employee status designation based on additional manpower needs to satisfy unanticipated operational requirements.
 - b. The Employer shall consider the availability of qualified volunteer Employees for work assignments with qualifications being determined by the Employer.
 - c. To the extent possible, the rotation of work assignments among Employees based on Employees' qualifications, work assignments, and qualification requirements shall be observed. The Employer shall develop a rotation of work schedule after consultation with the Union and with due consideration being given to the desires of Employees to work during summer vacation periods.

II. Overtime and Other Benefits

- A. Article 25 – Overtime of the Unit 13 Agreement shall not be applicable to Employees. Employees shall not receive extra compensation for required occasional professional duties performed before or after the regular workday.
- B. Article 27 – Meals; Article 28 – Standby Pay; Article 29 – Call Back Pay; Paragraph B of Article 30 – Show-up Time and Reporting Pay; of the Unit 13 Agreement shall not be applicable to Employees.

III. Sick Leave

- A. Article 37 – Sick Leave of the Unit 13 Agreement shall not be applicable to Employees.
- B.
- C. Employees shall accrue sick leave credits in the same manner as bargaining unit 05 members provided that Employees shall take and be charged for sick leave in accordance with the provisions of the Sick Leave provisions of the Unit 13 Agreement.

IV. Personal Leave

The Employer shall grant up to three (3) days of personal leave per school year with pay. 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 to sick leave.

V. Funeral Leave

In lieu of Section C, Article 38 of the Unit 13 Agreements 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 be granted, upon request, a reasonable number of additional days of accumulated sick leave not to exceed three (3) working days or leave without pay to attend the funeral.

VI. Leave for Jury or Witness Duty

In lieu of Section C, Article 39, Leave for Jury or Witness Duty, of the Unit 13 Agreement and in recognition of the fact that the employees do not earn vacation leave credits, the following shall be applicable:

An Employee called to serve as a witness in a case which arises out of the Employee's outside employment or personal business or private affairs shall not be entitled to leave of absences with pay as provided in paragraph (A) of Article 39 of the Unit 13 Agreement, ~~provided that the Employee shall be entitled to leave of absences with pay as provided in paragraph (A) of Article 39 of the Unit 13 Agreement,~~ provided that the Employee shall be entitled to take leave of absences without pay or personal leave (if available).

VII. Compensation

The Employees shall be employed under the provision of Chapter 76, HRS, and shall have their compensation fixed in accordance with the appropriate salary schedule provided that:

- A. The Employees shall receive salaried compensation based on their Adjusted Prorated Monthly Rate of Pay. As defined herein, the Adjusted Prorated Monthly Rate of Pay includes a Prorated Monthly Rate, a Special Services Adjustment plus a Standby Adjustment and, beginning with the 1998-1999 school year, a salary differential for working seven (7) additional instructional days added to the school year.
 1. The Employee's Prorated Monthly Rate shall be determined by multiplying the Employee's monthly rate of Pay as determined by the salary schedule in the Unit 13 Agreement by 10 months and dividing the product by 12 months.
 2. The Employee's Special Services Adjustment shall be determined by multiplying the Employee's Prorated Monthly Rate by the differential factor of .125.
 3. The Employee's Standby Adjustment shall be determined by multiplying the Employee's Prorated Monthly Rate by three (3) months and such product by .25. The resulting product shall then be divided by ten (10) months.
 4. The Employee's salary differential for working seven (7) additional days added to the school year shall be determined by multiplying fifty-six hours (seven eight-hour days) by the hourly rate of pay from the appropriate range and step on the Unit 13 Salary Schedule and dividing the product by 12 months.
- B. Beginning July 1, 1997, salaried compensation shall be administered according to DOE Administrative Regulation #5201, "Salary Administration for Ten-month Employees" as appropriately adjusted to the compensation rated adopted herein for each Employee. The Prorated Monthly Rate of Pay shall be multiplied by 12 and this amount shall become the Annual Salary Rate from which the daily and hourly salary rates shall be derived as follows:

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 8 hours.

Salaries shall be **paid** in twenty four (24) equal semimonthly installments over a period of 12-months subject to proper adjustments for absences without pay and other disruptions to salary earnings.

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 salaried compensation rated adjusted accordingly.

The Employees shall receive compensation for any holiday(s) or vacation days falling within the official salaried work year if they are on a full day's paid status for at least one of the five working days immediately preceding the holiday(s) or vacation (four (4) of the five (5) working days involved may be on a leave without pay status).

Exception: In the case of resignations or terminations, compensation shall not be earned nor paid for vacation or holidays occurring subsequent to the effective date of resignation or termination.

- C. The Employees shall receive extra compensation for any work that they actually perform upon direction of proper authority on the day after Thanksgiving, during Winter and Spring vacation, Summer and intersession recess periods, holidays and on weekends. Compensation for such additional work shall not be prorated.

The rate of extra compensation shall be the entry rate in the Employee's assigned salary range and classification and shall be paid on the basis of one-half (1/2) day's pay for up to four (4) hours of work per day and one (1) full day's pay for more than four (4) hours of work per day. The eight (8) hour rate of pay as reflected on the Unit 13 salary schedule shall be used to compute such extra compensation.

- D. The rate of pay for both salaried and extra compensation shall be based on the current Salary Schedule.

VII. Grievances

Any complaint by Employees or the Union concerning the application and interpretation of this Memorandum of Understanding shall be subject to the Grievance Procedure contained in the Unit 13 Agreement between the Employer and the Union.

This MEMORANDUM OF UNDERSTANDING shall be effective from July 1, 2004 through, and including, June 30, 2005, unless either of the parties terminates this Agreement by giving thirty (30) days notice.

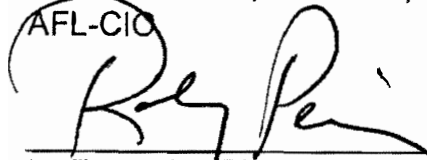
IN WITNESS WHEREOF the parties hereto have executed this MEMORANDUM OF UNDERSTANDING the day and year first written above.

STATE OF HAWAII
Department of Education



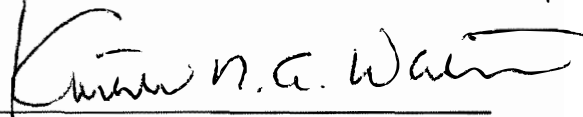
Its Superintendent of Education

HAWAII GOVERNMENT EMPLOYEES
ASSOCIATION, AFSCME, Local 152,
AFL-CIO



for Its Executive Director

Department of Human Resources Development



Its Director

Office of Collective Bargaining



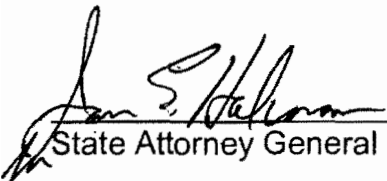
Its Chief Negotiator

Department of Budget and Finance



Its Director

APPROVED AS TO FORM:



State Attorney General

DOE SUPPORT SERVICES PERSONNEL**ATTACHMENT B****PAY RATES for TEN-MONTH****PSYCHOLOGICAL EXAMINER, SPEECH LANGUAGE PATHOLOGIST, and
SCHOOL PSYCHOLOGIST (District Based)**

BU 13	Step:	D	E	F	G	H	I	J	K	L	M
SR18 (Psych Examiner II; Speech Lang Path II)	Annual	53,469.72	55,577.16	57,795.36	60,136.44	62,551.68	65,090.28	67,690.68	70,401.72	73,199.16	76,119.84
	Monthly	4,455.81	4,631.43	4,816.28	5,011.37	5,212.64	5,424.19	5,640.89	5,866.81	6,099.93	6,343.32
	Daily	249.86	259.71	270.07	281.01	292.30	304.16	316.31	328.98	342.05	355.70
SR20 (Psych Examiner III; Speech Lang Path III)	Annual	57,795.36	60,136.44	62,551.68	65,090.28	67,690.68	70,401.72	73,199.16	76,119.84	79,175.88	82,342.80
	Monthly	4,816.28	5,011.37	5,212.64	5,424.19	5,640.89	5,866.81	6,099.93	6,343.32	6,597.99	6,861.90
	Daily	270.07	281.01	292.30	304.16	316.31	328.98	342.05	355.70	369.98	384.78
SR22 (Psych Exam IV; Speech Lang Path IV)	Annual	62,551.68	65,090.28	67,690.68	70,401.72	73,199.16	76,119.84	79,175.88	82,342.80	85,633.08	89,046.60
	Monthly	5,212.64	5,424.19	5,640.89	5,866.81	6,099.93	6,343.32	6,597.99	6,861.90	7,136.09	7,420.55
	Daily	292.30	304.16	316.31	328.98	342.05	355.70	369.98	384.78	400.15	416.11
SR24 (Speech Lang Path V)	Annual	70,401.72	73,199.16	76,119.84	79,175.88	82,342.80	85,633.08	89,046.60	92,632.68	96,366.72	100,186.44
	Monthly	5,866.81	6,099.93	6,343.32	6,597.99	6,861.90	7,136.09	7,420.55	7,719.39	8,030.56	8,348.87
	Daily	328.98	342.05	355.70	369.98	384.78	400.15	416.11	432.86	450.31	468.16
SR26 (School Psychologist - District Based)	Annual	76,119.84	79,175.88	82,342.80	85,633.08	89,046.60	92,632.68	96,366.72	100,186.44	104,191.68	108,356.88
	Monthly	6,343.32	6,597.99	6,861.90	7,136.09	7,420.55	7,719.39	8,030.56	8,348.87	8,682.64	9,029.74
	Daily	355.70	369.98	384.78	400.15	416.11	432.86	450.31	468.16	486.88	506.34

These pay rates are applicable to employees in ten-month positions, who are specifically covered by the BU13 Memorandum of Understanding.

The daily rates indicated 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
HUMAN SERVICES PROFESSIONAL and SOCIAL WORKER

BU 13	Step:	D	E	F	G	H	I	J	K	L	M
SR18 (Social Worker II; Human Services Professional II)	Annual	53,469.72	55,577.16	57,795.36	60,136.44	62,551.68	65,090.28	67,690.68	70,401.72	73,199.16	76,119.84
	Monthly	4,455.81	4,631.43	4,816.28	5,011.37	5,212.64	5,424.19	5,640.89	5,866.81	6,099.93	6,343.32
	Daily	249.86	259.71	270.07	281.01	292.30	304.16	316.31	328.98	342.05	355.70
SR20 (Social Worker III; Human Services Professional III)	Annual	57,795.36	60,136.44	62,551.68	65,090.28	67,690.68	70,401.72	73,199.16	76,119.84	79,175.88	82,342.80
	Monthly	4,816.28	5,011.37	5,212.64	5,424.19	5,640.89	5,866.81	6,099.93	6,343.32	6,597.99	6,861.90
	Daily	270.07	281.01	292.30	304.16	316.31	328.98	342.05	355.70	369.98	384.78
SR22 (Social Worker IV; Human Services Professional IV)	Annual	62,551.68	65,090.28	67,690.68	70,401.72	73,199.16	76,119.84	79,175.88	82,342.80	85,633.08	89,046.60
	Monthly	5,212.64	5,424.19	5,640.89	5,866.81	6,099.93	6,343.32	6,597.99	6,861.90	7,136.09	7,420.55
	Daily	292.30	304.16	316.31	328.98	342.05	355.70	369.98	384.78	400.15	416.11

These pay rates are applicable to employees in ten-month positions, who are specifically covered by the BU13 Memorandum of Understanding.

The daily rates indicated are determined by 214 paid days for SY 2023-24.

This chart is not applicable to hourly-paid employees.