

**MEMORANDUM OF UNDERSTANDING**

**Multi-Skilled Workers Pilot Program, BU-01  
Department of Human Services  
Hawaii Public Housing Authority (Oahu only)**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 16<sup>th</sup> day of September, 2015, by and between the STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES, HAWAII PUBLIC HOUSING AUTHORITY (hereinafter "the HPHA"), and the UNITED PUBLIC WORKERS, AFSCME, Local 646, AFL-CIO, (hereinafter "the Union"), on behalf of Unit 1 employees of the HPHA (Oahu).

WHEREAS, pursuant to Section 78-3.5, Hawaii Revised Statutes, the Director of Human Resources Development may conduct experimental modernization projects subject to the approval of the Governor; and

WHEREAS, the Governor has approved the Hawaii Public Housing Authority's proposed experimental modernization project; and

WHEREAS, the HPHA is statutorily assigned under §356D, Hawaii Revised Statutes (HRS), to manage the public housing system in the State of Hawaii and to provide safe and decent housing for qualified families and individuals, which includes the repair and maintenance of dwelling units comprised of single family dwellings, multi-family apartments, and high-rises ranging from minor repairs to maintenance of major systems; and

WHEREAS, the HPHA desires to test the multi-skilled worker concept which entails using members of its Special Team, as defined in the Letter of Understanding (LOU) entered into between the HPHA and the Union, dated July 1, 2015, and dividing and organizing them into smaller sub-teams capable of addressing a wider array of maintenance repair and capital repair issues with a quicker response time; and

WHEREAS, the HPHA anticipates the concept will reduce costs and unit turnaround times, improve occupancy rates and physical inspection scores, increase worker productivity, increase federal operating and capital revenues, and allow the HPHA to continue providing safe, decent, and sanitary housing for low income families, and the elderly and disabled; and

WHEREAS, the Employer wishes to implement a pilot program ("Pilot Program") to determine the feasibility of developing members of its Special Team into Multi-Skilled Workers (MSW); and

WHEREAS, the funding for this Pilot Program shall come from the HPHA's federal and State funding sources, including but not limited to the low income and public housing and affordable housing programs; and

WHEREAS, the Employer and the Union mutually agree to the modification or waiver of provisions of the Unit 1 Agreement as follows in order to conduct the Pilot Program;

NOW, THEREFORE, the parties hereto have agreed to the following:

## GENERAL PROVISIONS

HPHA Special Team tradesworkers have been identified to participate in this Multi-Skilled Workers Pilot Program. The participation of the employees in the Pilot Program shall be on a voluntary basis.

\* The HPHA will be responsible for selecting and assigning staff to the Multi-Skilled Workers Pilot Program, as provided for in Section 16.06 c of the Unit 1 Agreement, also considering years of experience, possession of required specialized skills, relevant licenses and certifications and the operational needs of the agency and each Asset Management Project (AMP).

Participants in the Pilot Program agree to participate in training sessions in accordance with this Agreement. Once trained and performing at an independent level, participants may be assigned to train and/or mentor newer Pilot Program participants.

The involuntary termination of an Employee from the Pilot Program shall not be subject to Section 15A, Grievance Procedure Relating to Adverse Action for Failure to Meet Performance Requirements. Upon the involuntary termination from the Pilot Program, the Employee shall remain in his/her current position, and return to performing the duties and responsibilities assigned to this position, at the worksite to which the position is organizationally assigned, at the pay rate assigned to this position. In the case of positions currently assigned to the Central Maintenance Services Section, position incumbents will be assigned to work in an AMP, as determined by the HPHA, based on operational needs, and shall be considered an involuntary transfer.

The Union and Employer shall meet to jointly resolve unanticipated issues or concerns related to the implementation of this Memorandum of Understanding.

This Memorandum of Understanding does not constitute negotiations on subject matters excluded from collective bargaining pursuant to HRS 89-9 (d).

The existing provisions of the Bargaining Unit 01 collective bargaining agreement apply to Pilot Program participants except as modified below.

## ARTICLE 1. HOURS OF WORK

Pursuant to Sections 25.01, Hours of Work and 18.02, Meal Periods, the hours of work and meal period for participants of the Pilot Program are as follows:

- 1.01 The existing five (5) day work schedule shall remain the same: Monday through Friday.
- 1.02 Schedule shall remain the same: beginning at 7:30 a.m. and ending at 4:15 p.m.
- 1.03 The workday shall include a meal period of forty-five (45) minutes and two rest periods of ten (10) minutes during each half of the workday, as determined by a supervisor. The meal period shall not constitute working time.

## ARTICLE 2. WORKPLACE

The following provisions shall be in lieu of Sections 25.06, Temporary Workplace and 25.07, Permanent Workplace:

- 2.01 Employees participating in this Pilot Program shall be assigned and report to the Special Team Baseyard at 1002 North School Street, which shall be considered the permanent workplace for the duration of participation in this Pilot Program.
- 2.02 The workday for Employees participating in this Pilot Project shall begin and end at the workplace assigned to Employees under this Pilot Program.
- 2.03 Participants shall be entitled to mileage reimbursement, in accordance with Section 59, Mileage Reimbursement, when the distance from home and a temporary workplace is greater than the distance between home and the permanent workplace.

## ARTICLE 3. VACATION LEAVE

The following provision shall be in lieu of Section 36.15 a, Vacation Leave, Seniority:

Whenever two (2) or more Employees' requests for vacation leave from the same crew are in conflict, the Employee with the greatest Institutional Workplace Seniority shall be given preference, provided that it will not seriously hamper the operations of the Pilot Program.

## ARTICLE 4. PILOT PROGRAM PARTICIPANT COMPENSATION

- 4.01 Participants shall be compensated in accordance with this Article, and such compensation shall be applicable only for the duration of this Pilot Program and while an Employee is a participant in this Pilot Program.
- 4.02 Upon implementation, participants of this Pilot Program shall receive a participation differential equivalent to the difference between the pay rate of the positions to which they are appointed and the pay rate equivalent to two pay grades higher than the pay grade for the positions to which they are appointed. (See Appendices for participation differential amounts)
- 4.03 Pilot Program participants assigned to perform work requiring a commercial driver's license (CDL) that are not appointed to Heavy Truck Driver positions shall receive additional compensation for periods of time during which heavy truck driving and related work, e.g., operating a "cherry picker," is performed, in accordance with the terms specified in items 10-12 in the LOU entered into between the HPHA and the Union, dated July 1, 2015, a copy of which is attached.
- 4.04 The Employee's Total Participation Pay shall be the Employee's rate of pay, as adjusted in 4.02 above, plus applicable shortage differential rates.
- 4.05 The Employee's Total Participation Pay shall be adjusted in accordance with any negotiated changes to Section 23, Wages.

- 4.06 The Employee's Total Participation Pay shall be used when determining payment for overtime work as provided in Section 26.06, Compensation for Overtime Work.

#### **ARTICLE 5. TRAINING**

- 5.01 As a requirement of participation, employees shall participate in both classroom and on-the-job (OJT) training during their regular work schedule. The training will help employees develop their skills in the following areas that include, but are not limited to: carpentry, masonry, painting, flooring, electrical (basic), plumbing (basic).
- 5.01 a OJT shall include instruction, via shadowing, and work experience related to: repair and replacement of electrical fixtures and fuses; installation of new electrical outlets; replacement of broken pipes, faucets, tanks, gaskets; and installation of sinks, flooring, dry walls, etc.
- 5.01 b Classroom training shall include instruction related to: work orders, inventory, backflow prevention, asbestos abatement, pest control/treatment and any other subject matter deemed necessary by Employer for program participants to successfully perform their jobs.
- 5.02 Each participant is responsible for documenting his/her performance of higher level work than which he/she is usually assigned, based on the classification of his/her appointed position. Documentation should include the specific type of work performed, the dates and periods of time involved and shall be verified by participants' supervisors on a form provided by the HPHA. Participants shall be responsible for retaining documentation verifying the performance of higher level work, which shall be considered when participants include such documentation with employment applications submitted in response to vacancy announcements and when processing reallocations.

#### **ARTICLE 6. ONGOING PARTICIPATION**

- 6.01 Each Special Team sub-team shall be led by a Building Maintenance Worker (BMW) II, working supervisor. The BMW II shall be responsible for making work assignments, determining team staffing needs, evaluating participants' work progress and ensuring that sufficient training is provided to his/her team members for successful development into independently operating multi-skilled workers.
- 6.02 At intervals of three months after the Pilot Program implementation date, each Pilot Program participant's work performance shall be evaluated by his/her supervisor. Copies of Pilot Project performance evaluation forms for United Public Workers (UPW) members shall be shared with the UPW.
- 6.02 a The supervising Building Maintenance Worker II shall evaluate the work performance of each of his/her team members, considering input received via confidential peer evaluations.
- 6.02 b The work performance of the supervising BMWs II will be evaluated, considering input received via confidential evaluations from the team members under his/her supervision.

- 6.02 c The work performance of the General Construction and Maintenance Supervisor will be evaluated, considering input received via confidential evaluations from the supervising BMSs II under his/her supervision.
- 6.03 Any participant's refusal to attend and actively participate in required OJT and/or classroom training; refusal to train/mentor other participants, after receiving training and assigned to do so; refusal to follow supervisory instructions/assignments, including performance of lower/higher level work; and refusal to function as a team player, including assisting other team members, shall result in: 1) his/her removal from this Pilot Program, 2) return to work at the Asset Management Project (AMP) to which his/her position is organizationally assigned and 3) discontinuance of the participation differential being received.
- 6.04 The basis for removal from the Pilot Program shall be documented by the supervising BMW II, who shall comply with the conditions described in §76-41(b)(1) through §76-41(b)(6), Hawaii Revised Statutes, as it applies to this Multi-Skilled Worker Pilot Program. The Union shall be notified before any participant is removed from this Pilot Program and returned to the AMP to which his/her position is organizationally assigned or, in the case of employees whose positions are currently assigned to the Central Maintenance Services, the AMP to which they are assigned by the HPHA to work, based on operational needs.

#### **ARTICLE 7. PILOT PROGRAM OVERSIGHT COMMITTEE**

An oversight committee consisting of members from the Union and the Employer shall meet no less than quarterly or every three (3) months to discuss the progress of the Pilot Program. The committee shall make recommendations for program improvements as needed. However, this committee shall not have the authority to implement such changes. Recommended changes to this Pilot Program shall be implemented by mutual consent of the Union and the Employer.

#### **ARTICLE 8. DURATION OF PILOT PROGRAM**

- 8.01 This Pilot Program is effective from October 1, 2015 through June 30, 2017, unless either party terminates this program by giving thirty (30) days written notice. Any extension to the duration of the Pilot Program shall be by mutual agreement not to exceed the duration of the master agreement.
- 8.02 At the end of the Pilot Program, all Participants shall return to their original pay rates, assigned workplaces, and starting times that were in place before the start of the Pilot Program.
- 8.03 Should a permanent Multi-Skilled Worker (MSW) program be established before the termination of this Pilot Program, the Pilot Program Participants shall be transferred into the permanent program.
- 8.04 If this pilot program is terminated prior to the establishment of a permanent MSW program, the former pilot program participants will need to apply through established and applicable procedures for the opportunity to transfer into the permanent MSW program.

However, consideration shall be given to their expertise and prior work performance as a participant of the HPHA's Multi-Skilled Worker Pilot Program.

8.05 Should a permanent MSW program be established, the participation differential will be in accordance with the newly established classification and compensation MSW positions. The new differential schedules may be different from the participation differential schedules found in Article 5, Pilot Participant Compensation, Subsection 5.02 of this MOU.

IN WITNESS WHEREOF, the parties hereto by their authorized representatives have executed this Supplemental Agreement on the day and year first written above.

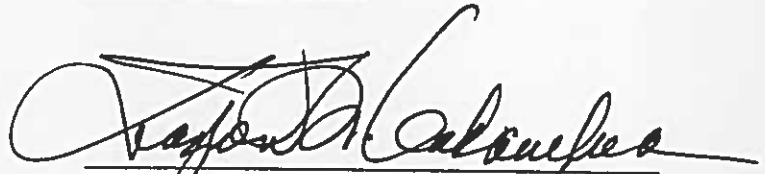
FOR THE EMPLOYER

STATE OF HAWAII, DEPARTMENT OF  
HUMAN SERVICES  
HAWAII PUBLIC HOUSING AUTHORITY

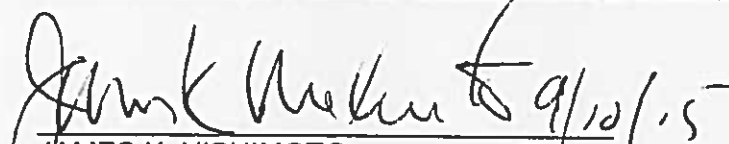
  
\_\_\_\_\_  
Date 9/10/15  
HAKIM OUANSAFI  
Executive Director

FOR THE UNION

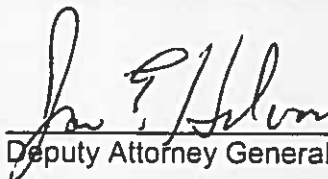
UNITED PUBLIC WORKERS, AFSCME  
LOCAL 646, AFL-CIO

  
\_\_\_\_\_  
Date 9/16/15  
DAYTON M. NAKANELUA  
State Director

STATE OF HAWAII, DEPARTMENT  
OF HUMAN RESOURCES DEVELOPMENT &  
GOVERNOR'S OFFICE OF COLLECTIVE BARGAINING

  
\_\_\_\_\_  
Date 9/10/15  
JAMES K. NISHIMOTO  
Director and Chief Negotiator

APPROVAL AS TO FORM

  
\_\_\_\_\_  
Date 9/10/15  
Deputy Attorney General

Attachment: Letter of Understanding between HPHA and UPW, dated 07/01/15, with attachments

**APPENDIX A**

**TOTAL PARTICIPATION PAY LEVELS  
 AND  
 PARTICIPATION DIFFERENTIALS**

**Rates Effective 04/01/2015**

<b>POSITION TITLE</b>	<b>PAY GRADE</b>	<b>PAY RATE EFFECTIVE 04/01/15</b>	<b>PARTICIPATION DIFFERENTIAL RATE</b>	<b>TOTAL PARTICIPATION PAY</b>
Building Mtc Wkr II	WS09	\$4264	\$323	\$4587
Building Mtc Wkr I	BC09	\$4018	\$305	\$4323
Building Mtc Helper	BC05	\$3334	\$272	\$3606
General Laborer II	BC03	\$3081	\$253	\$3334
General Laborer I	BC02	\$2997	\$209	\$3206
Plumber Helper	BC05	\$3334	\$272	\$3606
Carpenter I	BC09	\$4018	\$305	\$4323
Electrician I	BC10	\$4171	\$318	\$4489, plus applicable shortage differential *
Painter I	BC09	\$4018	\$305	\$4323
Plumber I	BC10	\$4171	\$318	\$4489, plus applicable shortage differential *
Welder I	BC10	\$4171	\$318	\$4489

\* Shortage rates for Electricians I and Plumbers I vary by employee.

**APPENDIX B**

**TOTAL PARTICIPATION PAY LEVELS  
 AND  
 PARTICIPATION DIFFERENTIALS**

**Rates Effective 10/01/2015**

<b>POSITION TITLE</b>	<b>PAY GRADE</b>	<b>PAY RATE EFFECTIVE 10/01/15</b>	<b>PARTICIPATION DIFFERENTIAL RATE</b>	<b>TOTAL PARTICIPATION PAY</b>
Building Mtc Wkr II	WS09	\$4349	\$330	\$4679
Building Mtc Wkr I	BC09	\$4098	\$311	\$4409
Building Mtc Helper	BC05	\$3401	\$277	\$3678
General Laborer II	BC03	\$3143	\$258	\$3401
General Laborer I	BC02	\$3057	\$213	\$3270
Plumber Helper	BC05	\$3401	\$277	\$3678
Carpenter I	BC09	\$4098	\$311	\$4409
Electrician I	BC10	\$4254	\$325	\$4579, plus applicable shortage differential *
Painter I	BC09	\$4098	\$311	\$4409
Plumber I	BC10	\$4254	\$325	\$4579, plus applicable shortage differential *
Welder I	BC10	\$4254	\$325	\$4579

\* Shortage rates for Electricians I and Plumbers I vary by employee.



**APPENDIX C**

**TOTAL PARTICIPATION PAY LEVELS  
 AND  
 PARTICIPATION DIFFERENTIALS**

**Rates Effective 04/01/2016**

<b>POSITION TITLE</b>	<b>PAY GRADE</b>	<b>PAY RATE EFFECTIVE 04/01/16</b>	<b>PARTICIPATION DIFFERENTIAL RATE</b>	<b>TOTAL PARTICIPATION PAY</b>
Building Mtc Wkr II	WS09	\$4436	\$337	\$4773
Building Mtc Wkr I	BC09	\$4180	\$317	\$4497
Building Mtc Helper	BC05	\$3469	\$283	\$3752
General Laborer II	BC03	\$3206	\$263	\$3469
General Laborer I	BC02	\$3118	\$217	\$3335
Plumber Helper	BC05	\$3469	\$283	\$3752
Carpenter I	BC09	\$4180	\$317	\$4497
Electrician I	BC10	\$4339	\$332	\$4671, plus applicable shortage differential *
Painter I	BC09	\$4180	\$317	\$4497
Plumber I	BC10	\$4339	\$332	\$4671, plus applicable shortage differential *
Welder I	BC10	\$4339	\$332	\$4671

\* Shortage rates for Electricians I and Plumbers I vary by employee.

APPENDIX D

**TOTAL PARTICIPATION PAY LEVELS  
 AND  
 PARTICIPATION DIFFERENTIALS**

**Rates Effective 10/01/2016**

POSITION TITLE	PAY GRADE	PAY RATE EFFECTIVE 10/01/16	PARTICIPATION DIFFERENTIAL RATE	TOTAL PARTICIPATION PAY
Building Mtc Wkr II	WS09	\$4525	\$343	\$4868
Building Mtc Wkr I	BC09	\$4264	\$323	\$4587
Building Mtc Helper	BC05	\$3538	\$289	\$3827
General Laborer II	BC03	\$3270	\$268	\$3538
General Laborer I	BC02	\$3180	\$222	\$3402
Plumber Helper	BC05	\$3538	\$289	\$3827
Carpenter I	BC09	\$4264	\$323	\$4587
Electrician I	BC10	\$4426	\$338	\$4764, plus applicable shortage differential *
Painter I	BC09	\$4264	\$323	\$4587
Plumber I	BC10	\$4426	\$338	\$4764, plus applicable shortage differential *
Welder I	BC10	\$4426	\$338	\$4764

\* Shortage rates for Electricians I and Plumbers I vary by employee.

APPENDIX E

TOTAL PARTICIPATION PAY LEVELS  
 AND  
 PARTICIPATION DIFFERENTIALS

Rates Effective 04/01/2017

POSITION TITLE	PAY GRADE	PAY RATE EFFECTIVE 04/01/17	PARTICIPATION DIFFERENTIAL RATE	TOTAL PARTICIPATION PAY
Building Mtc Wkr II	WS09	\$4616	\$349	\$4965
Building Mtc Wkr I	BC09	\$4349	\$330	\$4679
Building Mtc Helper	BC05	\$3609	\$295	\$3904
General Laborer II	BC03	\$3335	\$274	\$3609
General Laborer I	BC02	\$3244	\$226	\$3470
Plumber Helper	BC05	\$3609	\$295	\$3904
Carpenter I	BC09	\$4349	\$330	\$4679
Electrician I	BC10	\$4515	\$344	\$4859, plus applicable shortage differential *
Painter I	BC09	\$4349	\$330	\$4679
Plumber I	BC10	\$4515	\$344	\$4859, plus applicable shortage differential *
Welder I	BC10	\$4515	\$344	\$4859

\* Shortage rates for Electricians I and Plumbers I vary by employee.