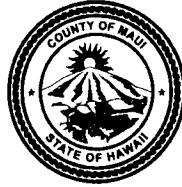


ALAN M. ARAKAWA
MAYOR



JEFFREY A. MURRAY
CHIEF

ROBERT M. SHIMADA
DEPUTY CHIEF

COUNTY OF MAUI
DEPARTMENT OF FIRE AND PUBLIC SAFETY

200 DAIRY ROAD
KAHULUI, MAUI, HAWAII 96732
(808) 270-7561
FAX (808) 270-7919
EMAIL: fire.dept@mauicounty.gov

April 19, 2017

RECEIVED
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OFFICE OF THE
COUNTY COUNCIL

Honorable Alan M. Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, HI 96793

Alan Arakawa 4/20/17

For Transmittal to:

Honorable Riki Hokama
Chair, County of Maui
Budget and Finance Committee
200 South High Street
Wailuku, HI 96793

Dear Chair Hokama:

**SUBJECT: REQUESTS/QUESTIONS FROM THE APRIL 12, 2017
MEETING (FS-1) (BF-1)**

Thank you for your correspondence dated April 13, 2017 regarding the Budget and Finance Committee meeting held on April 12, 2017. Here are our responses:

1. Relating to CBS-1003, Countywide Fire Facilities project:
 - a. What projects were completed with the \$935,837 already expended/encumbered in prior years?
 - i. GF09-301-393016: \$150,000
 1. Paid \$22,410.50 Kaunakakai Fire Station purchase
 2. Paid \$7,907.28 Warehouse shelving
 3. Paid \$6252.82 Hana Fire Station roof extension
 4. Encumbered \$29,512.90 Haiku Fire Station design

5. Lapsed \$83,916.50 Lanai Fire Station design
- ii. GF10-301-303191: \$300,000
 1. Paid \$8951.76 Haiku Fire Station design
 2. Paid \$13,207.18 Hana Fire Station roof extension
 3. Paid \$262,017 Kaunakakai Fire Station design
 4. Paid \$14,074.06 Kahului Fire Station extend concrete parking area
 5. Encumbered \$1,750 Haiku Fire Station design
 6. Lapsed 22,373.61
- iii. GO10-368-313205: \$150,000
 1. Paid \$1630.25 Lahaina Fire Station extension plan review fee
 2. Paid \$825 Lahaina Fire Station extension permit fees
 3. Paid \$12,904.25 Haiku Fire Station plan review fee
 4. Paid \$24,900 Lahaina Fire Station extension floor coating
 5. Paid \$71,665.50 Wailuku Fire Station re-roof
 6. Encumbered \$38,075 Haiku Fire Station design amendment
- iv. GF12-301-323021: \$150,000
 1. Paid \$130,534.54 Hana Fire Station storm damage concrete work
 2. Paid \$7,182 Lahaina Fire Station extension change order
 3. Encumbered \$3,958.30 Haiku Fire Station design amendment
 4. Lapsed \$8,325.16
- v. GF14-301-345321: \$300,000

Honorable Riki Hokama, Chair

April 19, 2017

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1. Paid \$5,338.12 Kahului Fire Station Double Check Device Assembly
 2. Paid \$17,803.80 Hoolehua covered walkway design
 3. Paid \$7,500 Electrical consultant, emergency generator Makawao, Wailuku
 4. Paid \$18,229.05 Kahului Fire Station extend concrete parking area
 5. Paid \$17,700 Makawao Fire Station apparatus flooring
 6. Paid \$24,861 Hana Fire Station bathroom/weight room water leak and mold remediation
 7. Paid \$10,000 Kahului Fire Station extend concrete parking area
 8. Paid 16,900 Makawao Fire Station driveway replacement
 9. Paid \$24,839.25 Fire administration office renovation
 10. Paid \$136,274 Hoolehua Fire Station covered walkway
 11. Paid \$781.24 Lanai Fire Station land title report
 12. Paid \$8,050 Kahului Fire Station refinish/polish office floor
 13. Encumbered \$11,458.26 Kahului Fire Station Double Check Device Assembly
 14. Lapsed \$265.28
- vi. GF16-301-367C13: \$300,000 adopted
1. Paid \$717.99 change order on C5705 CW Fuel Tank replacement for Wailuku, Hoolehua, Paia Fire Stations

2. Lapsed \$299,282

- b. Please advise of the cost of the proposed Hookipa lifeguard tower 2B renovation and rehabilitation.

Verbal proposal received by contractor to renovate the lifeguard tower as \$100,000. This figure accounts for unknown additional work that can only be revealed after starting the project. We need an estimated additional \$10,000 for renovation design, and permitting fees.

- c. What is the square footage of the parking lots at the Lahaina and Kahului Fire Stations?

Lahaina: 4,800 sq. ft.
Kahului: 28,400 sq. ft.

- d. Research and provide the cost estimate relating to cameras or other security devices to be implemented as a theft deterrent at the Wailuku Fire Station.

Cost of installing three (3) security cameras at Wailuku Fire Station is estimated at \$7,000.00.

- e. Provide annual amounts, and a list of items the County has expended, to date, related to "equipment, services, and supplies" for Makena State Park Ocean Safety Officers. Has the County filed for reimbursement from the State for these items.

More time is required to provide this information.

2. Relating to CBS-4617, Pukoo Fire Station Relocation project:

- a. Assess operational impacts and financial resources the Department may need.

In case of a tsunami evacuation, Puko'o personnel are currently instructed to relocate to a designated location that is mauka of Kamehameha V highway near mile marker 14. The property is believed to be high enough to escape a tsunami. This evacuation has happened in the past with previous tsunami warnings we've had.

Honorable Riki Hokama, Chair

April 19, 2017

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In times of a hurricane approaching, Puko'o fire fighters are instructed to relocate to the Kaunakakai Fire Station (15 miles away) to protect themselves and the fire engine from high wind and debris of a hurricane. Storm surge from a hurricane may threaten the current Puko'o location so keeping personnel on site is not an option. The Department of Fire & Public Safety is currently requesting \$35,000 in the FY '18 budget to implement a review of community identified parcels and present the findings back to the community.

The financial resources needed to maintain the current facility is minimal as there are no plans to renovate the facility but the cost to relocate to another east end Moloka'i location is unknown should the current facility become uninhabitable. The current location of the Puko'o facility is near the shoreline. It is difficult to call it a fire station as it does not completely shelter a fire truck or have the same characteristics of a fire station as we know it. The facility was built in 1939 and its age is really showing. The cesspool in the yard and water table have begun to interact during very high tides. We can only imagine that the facility may need a historical review if any major changes are needed with the facility but the building and property belongs to the State of Hawaii. The roof is in need of replacement and a roofing contractor has refused to go on the roof to assess it due to its poor condition. Fire fighters make due in the interior and repair things where they can. It is difficult to predict financial operational impacts regarding the facility and any catastrophic failure would require the current personnel to relocate to an undetermined location. It is our hope that design and construction funding can be obtained for FY '19, once a property is selected to relocate the Puko'o site.

The new site could also be created with room for relief apparatus or even a police office but that would need to be discussed. A rough estimate would be \$4-5 million to construct a new, small fire station. The fire fighters have really done a great job in making the facility livable and have done much of the interior repairs on duty.

Until a new location is ready, the current Puko'o facility requires a:

- new fuel tank
- continuous cesspool monitoring/pumping
- occasional replacement of large tent for fire apparatus

Honorable Riki Hokama, Chair

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- b. Identify a transition plan on how this area will continue to operate until a new facility is secured.

We will remain in our present location until a new facility is secured and built.

- c. Identify how the Department plans to terminate and leave the current site once a new facility is ready to be moved into.

We would provide notification to the Department of Health State of Hawaii of our intention and estimated departure date and would work with the representatives for the property to provide an exit checklist and will ensure that the State DOH is satisfied with the condition that the County of Maui is leaving the current property in.

- 3. Have you considered whether it makes sense for Haiku Fire Station to fund higher priorities that have moved up in the Department's priority list? Explain.

More information is required to adequately answer this question.

- 4. Provide an assessment of Lanai, Molokai, and Hana Fire Stations for ice-making, portable generation, and communication capabilities, such as lighted

More information is required to adequately answer this question.

- 5. Would it be possible to collaborate on the purchase of automatic electronic defibrillators with the Department of Police for a potential cost savings for the department?

MFD and MPD use different brands and types of AED's. We use the Phillips Heartstart FR3 Defibrillator which has been approved by our Medical Director Dr. Libby Char and Program Director MICT/FF III Jesse Aloy. I'm not sure what brand MPD uses, but its a smaller unit with a different rating.

I checked with the vendor that was the lowest bidder with our current AED bid to see if there were volume discounts available for larger purchases. I was told that the mark up is very small and that the AED market is very competitive. It wouldn't matter if we purchased 10 AED's or a 1000. The price per unit would be the same. I also took the time to check to see if the

AED's were available through the NASPO GPO prior to going out to bid and there were not.

We have done our due diligence in researching other options.

6. How were step movements calculated for positions covered under the new Bargaining Unit 14?

Attached is a copy of the arbitration award regarding salaries and step movements that became effective February 22, 2016 through June 30, 2016 while still under Parks and Recreation. Also via a reorganization of Ocean Safety in March 2016, nine OSO's were promoted to lieutenants, and five captains and one supervisor were reallocated to the next subsequent SR rating consistent with other jurisdictions in Hawaii within Bargaining Unit 14.

- Nine lieutenants went from SR-17 to SR-19 = approximately 8% raise
- Five captains went from SR-19 to SR-21 = approximately 8% raise
- One supervisor went from SR-21 to SR-24 = approximately 12% raise

Also attached is Summary of Unit 14 Arbitration Decision which states approximately 12% increase for all BU employees due to elimination of the first 3 steps in the salary schedule. A chart is attached to illustrate deleted steps A, B, and C. In addition each member got a 4% ATB increase totaling over 16% pay raise. This does not take into account qualifying members getting their corresponding step increase of an additional 4%. In summary, BU14 members got a minimum 16-20% and 15 potential members got up to 28-32% raises due to the arbitration award and reorganization of ocean safety division in 2016.

7. Pursuant to a proviso on page 13 of the FY 2017 Budget, 3.0 equivalent personnel under the Department of Management were assigned to "assist with projects furthering the goal of resolving the Upcountry water meter wait list, specific projects such as the restoration of Moku'ula and Mokuhinia, and other capital improvement projects as needed." How effective has the assignment of these equivalent personnel been on projects within your Department? Please explain.

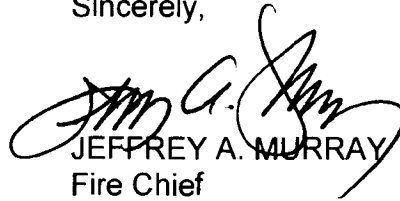
More time is required to adequately answer this question.

Honorable Riki Hokama, Chair
April 19, 2017
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For items requiring more time, we request an extension until Friday, April 28, 2017.

Thank you for your consideration. Please contact my office at (808) 270-7561 regarding your availability or if you have any questions or concerns.

Sincerely,



JEFFREY A. MURRAY
Fire Chief

cc: Fire & Public Safety Commission

ARTICLE "TBD" – SALARIES

A. Based on the Memorandum of Agreement entered into between the Employer and the Union on July 9, 2015, effective February 22, 2016 through June 30, 2016, the following Paragraph B. from the Bargaining Units 3 and 4 Salaries Article shall continue to be in effect for Employees in Bargaining Unit 14. The Bargaining Units 3 and 4 salary schedule in effect on February 21, 2016 shall also continue to be in effect for the same period. This schedule shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective February 22, 2016, Employees who become eligible for step movements from February 22, 2016 through June 30, 2016 in accordance with Paragraph O. of Article "TBD" - Compensation Adjustment, shall receive their step movements on their step movement dates.

C. Subject to the approval of the respective legislative bodies and effective July 1, 2016:

1. Due to the legislative intent of Act 137, SLH 2013, the salary schedule in effect on June 30, 2016, Exhibit A, shall be restructured to address the specialized needs of this bargaining unit.

a. Exhibit A shall be restructured to reflect the following:

1) Pay ranges from SR04 to SR10 and from SR30 to SC03 shall be deleted.

2) Steps A, B and C shall be deleted and the remaining Steps D to M shall be redesignated as Steps A to J, respectively.

3) Two new Steps K and L shall be added after Step J.

b. Following C.1.a. above, Employees shall be placed on the restructured schedule as follows:

1) Employees on Steps A to L shall be placed on the corresponding pay range and step.

2) Employees on Step M shall be placed on Step L of the corresponding pay range.

2. Salary schedule:

a. Following the restructuring of Exhibit A as provided in Paragraph C.1.a. above, the resulting salary schedule shall be amended to reflect a four percent (4%) increase and such amended schedule shall be designated as Exhibit B.

b. Following C.2.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit B.

c. Employees on Step M as of June 30, 2016 shall receive a one-time payment equivalent to four percent (4%) of the Employee's new annual basic rate of pay.

3. Employees not administratively assigned to the salary schedule shall receive a four percent (4%) increase to their basic rate of pay and a one-time payment equivalent to four percent (4%) of the Individual Employees' new annual basic rate of pay.

4. Step Movement:

Employees who are eligible for step movements from July 1, 2016 through June 30, 2017 in accordance with Paragraph O. of Article "TBD" - Compensation Adjustment, shall receive their step movements on their step movement dates.

same positions that they were serving on a limited term or other temporary appointment basis shall continue to receive the same basic rate of pay they were receiving while serving the limited term or temporary appointment.

N. Compensation Adjustments Following an Intergovernmental Movement Made Pursuant to Law.

When an intergovernmental movement has been made pursuant to law, the compensation of the regular Employee involved shall be adjusted as follows:

1. If the result of the intergovernmental movement is that the Employee moves to a position assigned to a class with a higher pay range in the salary schedule than the previous pay range, the Employee's compensation shall be adjusted in the manner as adjustments for promotion.

2. If the result of the intergovernmental movement is that the Employee moves to a position assigned to a class with the same pay range in the salary schedule as the previous pay range, the Employee's compensation shall be adjusted in the manner of adjustments for transfer.

3. If the result of the intergovernmental movement is that the Employee moves to a position assigned to a class with a lower pay range in the salary schedule than the previous pay range, the Employee's compensation shall be adjusted in the manner as adjustments for voluntary demotion.

O. Step Movements.

1. All step movement costs under this paragraph shall be included in the costs of collective bargaining and submitted to the respective legislative bodies for approval at the appropriate time.

2. The following definitions shall be applicable to this paragraph:

a. "Step movement" means the movement of an Employee to the next step within the same pay range which rate immediately exceeds the Employee's basic rate of pay.

b. "Step movement date" means the date the Employee is to be granted a step movement after rendering the minimum number of years of creditable service.

3. In determining creditable service for step movement, the following shall apply:

a. "Service" means:

1) For employees who move to bargaining unit 14 on February 22, 2016 as a result of Act 137, SLH 2013; employment service on a step in any Employer jurisdiction in an existing or former position which is or has been included in bargaining unit 3 or 4 prior to February 22, 2016 or bargaining unit 14 on or after February 22, 2016 which would have been included in bargaining unit 3 or 4 or 14 were it not excluded therefrom, provided there is no break in service.

2) For employees who enter or re-enter a position in bargaining unit 14 after February 22, 2016, employment service on a step in any Employer jurisdiction in an existing or former position which is or has been included in bargaining unit 14 or which would have been included in bargaining unit 14 were it not excluded therefrom, provided there is no break in service.

b. "Break in service," for purposes of this paragraph, means a separation from service or a movement out of the bargaining unit; provided that a new appointment within the bargaining unit on the next consecutive work day shall not constitute a break in service.

c. Service throughout a work year shall be creditable for a step movement provided that the following shall be considered time not creditable:

- 1) absences without pay, except as provided in subparagraph 3.d. below;
- 2) absences due to suspension; or
- 3) any period of substandard performance.

d. A period of authorized leave without pay for the following purposes shall be construed as creditable service:

- 1) to be on sabbatical leave;
- 2) to recuperate from an injury for which workers' compensation weekly payments are made, or
- 3) to be on military service where the President of the United States or the governor of the State has called the Employee to active duty.

4. **Determining Step Movement Date.**

a. Subject to adjustment for all periods of time not creditable as provided in subparagraph 3.c., the step movement date shall be determined as follows:

1) For Employees who move to bargaining unit 14 on February 22, 2016, as a result of Act 137, SLH 2014; the step movement date shall be determined by the Employee's step movement date in bargaining unit 03 or bargaining unit 04 on February 21, 2016.

2) For Employees who enter or re-enter a position in the bargaining unit after February 22, 2016, the step movement date shall be determined by the date the Employee initially entered or re-entered a position in the bargaining unit.

b. The Employee's step movement date determined under 4.a. shall not be adjusted upon movement to another position in the bargaining unit without a break in service, regardless of Employer jurisdiction.

5. Eligibility for Step Movement.

a. Any Employee who is at a step or rate below the maximum step of the pay range shall be eligible for and shall receive a step movement on the Employee's step movement date, provided the Employee has completed the minimum number of years of satisfactory creditable service required for advancement to the next higher step.

1) Effective February 22, 2016, the minimum number of years of satisfactory creditable service required for advancement to the next higher step shall be as specified in the following:

Existing Step	Minimum No. of Years of Creditable Service at Existing Step Before Movements to Next Step
------------------	---

A	1
B	1
C	2
D	3
E	3
F	3
G	3
H	3
I	3
J	3
K	3
L	3

2) Effective July 1, 2016, the minimum number of years of satisfactory creditable service required for advancement to the next higher step shall be as specified in the following:

Existing Step	Minimum No. of Years of Creditable Service at Existing Step Before Movements to Next Step
------------------	---

A	3
B	3
C	3
D	3
E	3
F	3
G	3

H	3
I	3
J	3
K	3

b. The Employee shall not be entitled to receive a step movement on a date earlier than the Employee's step movement date and any time earned in excess of the minimum time required for the step movement is voided upon movement to the next higher step in the same pay range.

6. Effect of Personnel Actions.

a. Promotion, Demotion, Reallocation or Repricing

Notwithstanding subparagraph 5 above, an Employee who is promoted, demoted or whose position is reallocated or repriced to another pay range shall be credited with time earned in the former pay range or pay ranges toward eligibility for a step movement in the new pay range.

b. Transfer or Reallocation to a Class at Same Pay Range

An Employee who is transferred or whose position is reallocated to a class in the same pay range shall not lose time earned toward eligibility for a step movement increase.

c. Return to Position Following Release from Limited Term, Provisional or New Probationary Appointment

An Employee who returns to the Employee's permanent position following release from a limited term, provisional or new probationary appointment, whether from a position within the bargaining unit or from a

position outside the bargaining unit, shall be credited with service rendered as though the Employee had remained in the former position continuously.

P. Other Compensation Adjustments.

Compensation adjustments not expressly provided for by this Agreement but necessitated by authorized personnel movements or situations shall be made by the chief personnel or human resources executive, as applicable; provided that consultation shall take place with the Union prior to effecting any adjustments under this paragraph.

SUMMARY OF UNIT 14 ARBITRATION DECISION

Effective July 1, 2015 –

Reaffirms the agreement between the Employer and Union that Unit 14 employees receive the salary adjustments (placement on appropriate step and continuation of the step movement plan) negotiated for Units 3 and 4 for the period from July 1, 2015 to June 30, 2016.

Effective July 1, 2016 –

Salaries

1. Implementation of a new salary schedule and step movement plan (all steps requiring 3 years on each step to be eligible for step movement) resulting in salary increases of approximately 12% for bargaining unit employees.
(see Examples A, B and C)
 - a. Delete SR04 to SR10, and SR30 and above; new salary schedule from SR11 to SR29
 - b. Delete first 3 steps of the salary schedule and add 2 steps after the maximum step following the existing pattern of integrated salary rates
 - c. Re-label the 12 steps of the new salary schedule (step A to step L)
 - d. Place employees on the step of the corresponding pay range of the new salary schedule as follows: Employees on the 1st step placed on the 1st step of the new salary schedule, employees on the 2nd step placed on the 2nd step of the new schedule, etc.
 - e. Employees on the last step (step M or 13th step) shall be placed on the last step (step L or 12th step) of the new salary schedule.
2. 4% across the board salary increase.
3. One-time payment equal to 4% of the new annual basic rate of pay for employees on the last step (step M or 13th step) as of June 30, 2016.
4. Continuation of the new step movement plan through June 30, 2017 (3 years of satisfactory creditable service required on all steps for movement to the next higher step)

Uniforms and Equipment

1. Increases in the uniform maintenance allowance –
 - a. Full uniform – increase from \$20 to \$25 per month
 - b. Button shirt, trousers or jacket – increase from \$10 to \$15 per month
 - c. T-shirt and/or shorts – increase from \$6 to \$10 per month
2. Increase in the weapons maintenance allowance from \$35 to \$40 per month

BU14 Informational Meetings – Mar1-2016

Effective July 1, 2016 (cont'd) –

Differentials

*provided that any of the differentials has not already been factored into the pricing or repricing of a particular class of work –

1. Standards of Conduct (Law Enforcement) - \$1.25/hour while on duty for Law Enforcement Officers subject to a standards of conduct on and off duty (24/7)
2. Certified Rescue Craft Operator (Ocean/Water Safety) - \$3.50/hour when assigned
3. Aerial Observer (Law Enforcement and Ocean/Water Safety) - \$5.00/hour when assigned
4. Hostage Negotiator (Law Enforcement) - \$5.00/hour when assigned
5. Canine Decoy (Law Enforcement) - \$5.00/hour for the duration of the canine training
6. Canine Handler (Law Enforcement) - \$132/month
7. Explosive Canine Handler (Law Enforcement) - \$1.00/hour when assigned

The arbitration award requires funding by the Hawaii State Legislature and the County Councils.

Hawaii Employer-Union Health Benefits Trust Fund (EUTF) Premiums

HGEA and the Employer negotiated a memorandum of agreement settling the employer contributions to the Hawaii Employer-Union Health Benefits Trust Fund (EUTF). EUTF contributions are not subject to interest arbitration. The Employer is contributing the same amount towards the health benefit premiums for all HGEA bargaining units for the 2015-2017 contract period.

Effective July 1, 2015, the employer will contribute the same dollar amount for the medical plan premium as of July 1, 2014 plus an additional \$10 per month for employees enrolled in the single plan, \$20 per month for employees enrolled in the 2-party plan, and \$30 per month for those employees enrolled in the family plan. The employer will contribute for \$4.12 per month for the Life Insurance plan, and 60% of the total premium rate for the supplemental drug, dental and vision plans.

(This is reflected in the current rates effective July 1, 2015 in the chart from the EUTF website)

Effective July 1, 2016, the employer will contribute the same dollar amount for the medical plan premium as of July 1, 2015 plus an additional \$10 per month for employees enrolled in the single plan, \$20 per month for employees enrolled in the 2-party plan, and \$30 per month for those employees enrolled in the family plan. The employer will contribute for \$4.12 per month for the Life Insurance plan, and 60% of the total premium rate for the supplemental drug, dental and vision plans.

BU 14 Movement to New Salary Schedule on July 1, 2016 – Example A

Example A: SR-17 (Ocean Safety Officer II / Water Safety Officer II)

Current Schedule: SR-17

A	B	C	D	E	F	G	H	I	J	K	L	M
3165	3291	3422	3557	3699	3849	4002	4164	4327	4501	4681	4868	5065

July 1, 2016: SR-17*

A	B	C	D	E	F	G	H	I	J	K	L	M	New Step	New Step
3165	3291	3422	3557	3699	3849	4002	4164	4327	4501	4681	4868	5065	5264	5478

A	B	C	D	E	F	G	H	I	J	K	L	M
3165	3291	3422	3557	3699	3849	4002	4164	4327	4501	4681	4868	5065

D	E	F	G	H	I	J	K	L	M	New Step	New Step
A	B	C	D	E	F	G	H	I	J	K	L
3557	3699	3849	4002	4164	4327	4501	4681	4868	5065	5264	5478

*Does not include 4% across the board increase.