




STATE OF HAWAII  
DEPARTMENT OF EDUCATION

P.O. BOX 2360  
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

July 14, 2022

TO: The Honorable Bruce Voss  
Chairperson, Board of Education

FROM: Keith T. Hayashi  
Superintendent 

SUBJECT: **Board Action on Bargaining Unit 06 Tentative Agreement Between Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO and State of Hawaii Department of Education and Board of Education (July 1, 2021 to June 30, 2025)**

1. EXECUTIVE SUMMARY

The Hawaii State Department of Education (Department) seeks the Hawaii State Board of Education's (Board) approval of the Tentative Agreements regarding Salaries and Duration (Exhibits A and B) with the Hawaii Government Employees Association (HGEA) for Bargaining Unit 06 (BU6) over the period commencing July 1, 2021 through June 30, 2025. These agreements provide pay increases for members of BU6.

2. RECOMMENDATION

The Department recommends that the Board approve the Tentative Agreements between the State of Hawaii and the HGEA, which creates a new four-year contract for BU6 members.

3. RECOMMENDED EFFECTIVE DATE

Retroactively to July 1, 2021.

#### 4. DISCUSSION

a. Conditions leading to the recommendation:

Pursuant to Hawaii Revised Statutes, Section 89-6 (d), for the purposes of executing Collective Bargaining Agreements for BU6, the Governor shall have three (3) votes, the Board shall have two (2) votes, and the Superintendent shall have one (1) vote.

On April 11, 2022, the HGEA notified the Department that BU6 members ratified the Tentative Agreements currently before this Board for approval.

A new four-year agreement, effective July 1, 2021 through June 30, 2025, will be implemented upon the Board's approval.

During the November 18, 2021, General Business Meeting, the Board authorized Board Member Bill Arakaki to act on its behalf on negotiations for BU6. The Department has included Board Member Arakaki in discussions related to the BU6 contract and will continue to provide him with any available updates.

b. Previous action of the Board and Committee(s) on the same or similar matter:

When the previous BU6 contract was ratified in 2017, the Board reviewed and discussed these changes in Executive Session.

<https://alala1.k12.hi.us/STATE/BOE/Minutes.nsf/ebb43af14ca5cdb30a2565cb006622a8/053bfc7e1867fc90a25812b0072a167?OpenDocument>

c. Other policies affected:

None.

d. Arguments in support of the recommendation:

A summary of the terms in the tentative agreements for members of BU6 (Exhibits A & B) are as follows:

- The terms contained in the BU6 collective bargaining agreement are effective for the period commencing July 1, 2021 through June 30, 2025;

- The parties shall meet to discuss the Hawaii Employer-Union Health Benefits Trust Fund (EUTF) contributions for plan years 2023-2024 and 2024-2025 by providing notice to the other party of its intent to reopen by January 31, 2023;
- Notices and proposals for reopening shall be presented to the other party between June 15 and June 30, 2024;
- Effective July 1, 2021, a 1% bonus lump sum payment shall be paid to all BU6 employees who are employed as of June 20, 2021 and continue to be employed as of July 1, 2021, provided that employees who are less than full-time shall revise the appropriated amount of this lump sum payment;
- Effective July 1, 2022, a 3.71% across-the-board salary increase;
- Effective July 1, 2023, a 4.6% across-the-board salary increase;
- Effective January 1, 2024, a one-step adjustment (employees on the maximum step shall instead receive a 1.4% salary increase);
- Effective July 1, 2024, a 2.6% across-the-board salary increase; and
- Effective January 1, 2025, a one-step adjustment (employees on the maximum step shall instead receive a 1.4% salary increase).

e. Arguments against the recommendation:

None.

f. Other agencies or departments of the State of Hawaii involved in the action:

The Director of the State of Hawaii Department of Human Resources and Development, Office of Collective Bargaining, serves as the Chief Negotiator on behalf of the State of Hawaii.

g. Possible reaction of the public, professional organizations, unions, DOE staff, and/or others to the recommendations:

None anticipated.

h. Educational implication:

Fair and equitable compensation for all Department employees will support a high-performing culture where all employees effectively contribute to student success.

i. Personnel implications:

None.

j. Facilities implications:

None.

k. Financial implications:

Funding for the proposed compensation adjustments has been included in the Department's budgeted salary projections.

5. OTHER SUPPLEMENTARY RECOMMENDATIONS

None.

KTH:sb  
Attachment

c: Office of Talent Management

Bargaining Unit 06  
 TENTATIVE AGREEMENT  
 Employer PJW  
 Union \_\_\_\_\_  
 Date \_\_\_\_\_

ARTICLE 30 – SALARIES

*Delete existing language in its entirety and replace with the following:*

**A. Subject to the approval of the respective legislative bodies and effective July 1, 2021:**

**1. The salary schedules in effect on June 30, 2021 shall be effective July 1, 2021 to and including June 30, 2022 and shall be designated as Exhibit A - 10-month Educational Officers; Exhibit B - 12-month Principals; and Exhibit C - 12-month Educational Officers.**

**2. Employees who were employed as of June 30, 2021 and continue to be employed as of July 1, 2021, shall receive a one-time lump sum payment equal to one percent (1%) of their annual base pay as of June 30, 2021.**

**B. Subject to the approval of the respective legislative bodies, effective July 1, 2022:**

**3. The salary schedules designated as Exhibits A, B, and C shall be amended to reflect an across-the-board increase of three and seventy-one hundredths percent (3.71%) and such amended salary schedules shall be designated as Exhibits D, E, and F.**

**4. Following B.1. above, Employees shall be placed on the corresponding salary range and step of Exhibit D, E, and F.**

**C. Subject to the approval of the respective legislative bodies, effective July 1, 2023:**



Bargaining Unit 06  
TENTATIVE AGREEMENT  
Employer KJW  
Union \_\_\_\_\_  
Date \_\_\_\_\_

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**G. Subject to the approval of the respective legislative bodies, effective January 1, 2025:**

**1. Employees shall receive a one-step adjustment on their applicable salary range of Exhibits J, K, and L; provided that an Employee shall not be placed beyond the maximum step of the Employee's salary range.**

**2. Employees at the maximum step as of December 31, 2024 shall receive a one-time lump sum payment equal to one and four tenths percent (1.4%) of their annual base pay as of December 31, 2024.**

Signature: *Ryker J. Wada*  
Email: ryker.wada@hawaii.gov

Bargaining Unit 06  
TENTATIVE AGREEMENT  
Employer KJW  
Union \_\_\_\_\_  
Date \_\_\_\_\_

ARTICLE 33 – DURATION

*Delete the existing language in its entirety and replace with the following:*

The Unit 06 Agreement shall be effective July 1, 2021 and shall remain in full force and effect to and including June 30, 2025. During the term of this Agreement, the parties shall meet on the Employer EUTF contributions for the plan years 2023-2024 and 2024-2025 by giving written notice to the other party of its intent to reopen by January 31, 2023.

In the event the parties reach agreement on the Employer’s contribution to EUTF, such amended section shall be effective no earlier than July 1, 2023, and shall remain in effect to and including June 30, 2025. The entire Unit 6 Agreement shall be renewed thereafter in accordance with statues unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 6 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, 2024. When the notice is given, negotiations for a new Unit 06 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.