




**STATE OF HAWAII
DEPARTMENT OF EDUCATION**

P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

May 20, 2021

TO: The Honorable Dwight Takeno
Chairperson, Human Resources Committee

FROM: Dr. Christina M. Kishimoto 
Superintendent

SUBJECT: **Committee Action on Recommendation Concerning Hawaii
Employer-Union Health Benefits Trust Fund ("EUTF") Adjustments
for Department of Education Employees Excluded from Collective
Bargaining**

1. EXECUTIVE SUMMARY

The collective bargaining agreements (CBA) representing public employees in bargaining units (BUs) 1 through 15 are scheduled to expire on June 30, 2021, and successor bargaining to renew these CBAs are ongoing.

The Hawaii State Department of Education (Department) employs individuals in BUs 1, 2, 3, 4, 5, 6, 9, 10, 13, and employees not included in any appropriate bargaining unit who are entitled to coverage under §89-6 of the Hawaii Revised Statutes (HRS). Governor Ige has the authority under HRS Chapter 89C to make adjustments to wages, hours, benefits, or other terms and conditions of employment for Executive Branch employees not included in an appropriate bargaining unit under §89-6, HRS, and therefore, are not entitled to collective bargaining coverage under Chapter 89, HRS.

Under §89C-1.5, HRS, the Board of Education (BOE) is the appropriate authority to make adjustments for their respective excluded employees of "not less than" those provided under a collective bargaining agreement.

The Department recommends the approval of Hawaii Employer-Union Health Benefits Trust Fund (EUTF) adjustments for Department employees not included in an appropriate bargaining unit under §89-6, HRS, and not entitled to collective bargaining coverage under Chapter 89.

II. BACKGROUND

For excluded employees, §89C-2(4), HRS requires that adjustments be “not less than” those provided under the CBA for employees hired on a comparable basis. Chapter 89C, HRS, also requires that the adjustments for excluded employees result in compensation and benefit packages that are “at least equal to” the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer’s jurisdiction.

The BOE shall, by statute, determine the adjustments that are relevant for excluded employees in consideration of the compensation and benefit packages provided in CBAs and for other employees in comparable agencies. Units 1, 2, and 3 have settled and ratified a tentative agreement. However, Units 4, 5, 6, 9, 10, and 13 rejected the Employer’s total package settlement offer. Historically, upon the conclusion of a negotiated settlement, employees who are excluded from collective bargaining receive adjustments not less than what their included counterparts receive.

With the rejection of the Employer's offer by BUs 4, 5, 6, 9, 10, and 13, the Employer believes that in fairness to employees who are excluded from bargaining, they too, like the other excluded employees in BUs 1, 2, and 3, should receive the same terms in salaries offered to the included BUs and Employer increases to the EUTF benefits effective July 1, 2021. The 2021 Legislature passed HB 1297, House Draft 2, Senate Draft 2, Conference Draft 1, which provides sufficient appropriation for adjustments for excluded employees. The bill is pending the Governor’s signature.

The Director of Human Resources Development has recommended to the Governor the same adjustments accepted by BUs 1, 2, and 3 for their civil service and exempt employees who are excluded from BUs 1, 2, and 3. In addition, the Director has recommended the same adjustments offered to BUs 4, 9, 10, 11, 13, and 14, as specified in the attached draft executive order, for civil service and exempt employees within the executive branch who are excluded from BUs 4, 9, 10, 11, 13 and 14.

III. DISCUSSION

The Department recommends the same adjustments, namely EUTF increases, accepted by BUs 1, 2, and 3 and offered to BUs 4, 5, 6, 9, 10, and 13, be provided similar to those civil service and exempt employees who are excluded from their respective bargaining unit.

The terms and conditions of the two (2) year period effective July 1, 2021 through June 30, 2023, are as follows:

A. Wages/Salaries

1. Adjustment for non-EMCP civil service and exempt employees excluded from BU 1 (Attachment A).
2. Adjustment for non-EMCP civil service and exempt employees excluded from BU 2 (Attachment B).
3. Adjustment for non-EMCP civil service and exempt employees excluded from BU 3 (Attachment C).
4. Adjustment for non-EMCP civil service and exempt employees excluded from BU 4 (Attachment D).
5. Adjustment for non-EMCP civil service and exempt employees excluded from BU 6 (Attachment E).
6. Adjustment for non-EMCP civil service and exempt employees excluded from BU 9 (Attachment F).
7. Adjustment for non-EMCP civil service and exempt employees excluded from BU 10 (Attachment G).
8. Adjustment for non-EMCP civil service and exempt employees excluded from BU 13 (Attachment H).

B. Hawai'i Employer-Union Health Benefits Trust Fund

This adjustment applies to appointed officials along with civil service and exempt employees excluded from BUs 1, 2, 3, 4, 6, 9, 10, and 13; and EMCP employees excluded from BUs 2, 4, 6, 9, 10, and 13 (Attachment I).

C. Duration – Reopener

1. Adjustments for non-EMCP civil service and exempt employees excluded from BU 1 (Attachment J).
2. Adjustments for non-EMCP civil service and exempt employees excluded from BU 2, and EMCP employees excluded from BU 2 (Attachment K).
3. Adjustments for non-EMCP civil service and exempt employees excluded from BU 3 (Attachment L).
4. Adjustments for non-EMCP civil service and exempt employees excluded from BU 4, and EMCP employees excluded from BU 4 (Attachment M).

5. Adjustments for non-EMCP civil service and exempt employees excluded from BU 6, and EMCP employees excluded from BU 6 (Attachment N).
6. Adjustments for non-EMCP civil service and exempt employees excluded from BU 9, and EMCP employees excluded from BU 9 (Attachment O).
7. Adjustments for non-EMCP civil service and exempt employees excluded from BU 10, and EMCP employees excluded from BU 10 (Attachment P).
8. Adjustments for non-EMCP civil service and exempt employees excluded from BU 13, and EMCP employees excluded from BU 13 (Attachment Q).

Since no salary increases for the duration of July 1, 2021 through June 30, 2023, have been agreed upon, no Board action is necessary at this time.

IV. RECOMMENDATION

The Department recommends the Board take action to approve EUTF adjustments for Department of Education employees excluded from collective bargaining in units 1, 2, 3, 4, 6, 9, 10, and 13; and employees not included in any appropriate bargaining unit or entitled to coverage under §89-6, HRS.

CMK:sb

- Attachments:
1. Governor David Y. Ige's Draft Executive Order No. 21-____ (Civil Service and Exempt Employees Excluded from Bargaining Units 1, 2, and 3)
 2. Governor David Y. Ige's Draft Executive Order No. 21-____ (Civil Service and Exempt Employees Excluded from Bargaining Units 4, 9, 10, 11, 13, 14)
 3. Wages/Salaries - Attachments A - H
 4. Hawai'i Employer-Union Health Benefits Trust Fund - Attachment I
 5. Duration – Reopener - Attachments J - Q

EXECUTIVE ORDER NO. 21-
(Civil Service and Exempt Employees Excluded from Bargaining Units 1, 2, and 3)

WHEREAS, under chapter 89C of the Hawaii Revised Statutes (HRS), the Governor is granted the authority to make adjustments to the wages, hours, benefits, and other terms and conditions of employment for elected and appointed officials, and employees in the executive branch who are excluded from collective bargaining coverage; and

WHEREAS, for excluded employees who are civil service employees under the same classification systems as employees within collective bargaining units, HRS chapter 89C requires that the adjustments be “not less than” those provided under the collective bargaining agreements for employees hired on a comparable basis; and

WHEREAS, HRS chapter 89C also requires that the adjustments for excluded civil service employees result in compensation and benefit packages that are “at least equal to” the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer’s jurisdiction; and

WHEREAS, HRS chapter 89C provides that each appropriate authority shall determine the adjustments that are relevant for their respective excluded employees who are exempt from civil service in consideration of the compensation and benefit packages provided for other employees in comparable agencies; and

WHEREAS, the State, Judiciary, Hawai’i Health Systems Corporation, City and County of Honolulu, and counties of Hawai’i, Maui and Kauai have entered into tentative agreements with the United Public Workers (UPW), as the exclusive representative for Bargaining Unit (BU) 1 and with the Hawaii Government Employees

Association (HGEA), as the exclusive representative for Bargaining Units (BUs) 2 and 3 for the collective bargaining agreement covering July 1, 2021 through June 30, 2023; and which terms and conditions have been accepted and ratified by the respective bargaining unit(s); and

WHEREAS, consistent with the agreed-upon terms and conditions, the Director of Human Resources Development has recommended to the Governor the adjustments specified in this executive order for civil service and exempt employees within the executive branch who are excluded from BUs 1, 2, and 3.

NOW, THEREFORE, I, David Y. Ige, Governor of Hawai'i, pursuant to my executive authority under articles V and VII of the Constitution of the State of Hawai'i, the provisions of chapters 37 and 89C of the Hawaii Revised Statutes, and all other applicable authority, do hereby order effective July 1, 2021 through June 30, 2023, the following for civil service and exempt employees excluded from BUs 1, 2, and 3; and Excluded Managerial Compensation Plan (EMCP) employees excluded from BU 2.

A. Wages/Salaries

1. Adjustments for non-EMCP civil service and exempt employees excluded from BU 1 (Attachment A).
2. Adjustments for non-EMCP civil service and exempt employees excluded from BU 2 (Attachment B).
3. Adjustments for non-EMCP civil service and exempt employees excluded from BU 3 (Attachment C).
4. Adjustments for EMCP employees excluded from BU 2 (Attachment D).

B. Hawai'i Employer-Union Health Benefits Trust

This adjustment is applicable to civil service and exempt employees excluded from BU 1, 2, 3, and EMCP employees excluded from BU 2 (Attachment E).

C. Duration – Reopener

1. Adjustments for non-EMCP civil service and exempt employees excluded from BU 1 (Attachment F).
2. Adjustments for non-EMCP civil service and exempt employees excluded from BU 2, and EMCP employees excluded from BU 2 (Attachment G).
3. Adjustments for non-EMCP civil service and exempt employees excluded from BU 3 (Attachment H).

IT IS FURTHER ORDERED that this executive order does not apply to:

(1) employees of public charter schools, the Department of Education and the University of Hawai'i; (2) 89-day non-civil service appointments and exempt appointments less than or equal to 89 days; and (3) those executive branch employees whom I later determine shall not receive the aforementioned adjustments; and

IT IS FURTHER ORDERED that this executive order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, or enforceable at law or in equity, against the State of Hawai'i or its agencies, departments, entities, employees, or any other person; and

IT IS FURTHER ORDERED that these provisions are subject to amendment by executive order.

The Director of Human Resources Development shall be responsible for the uniform administration of this executive order and is authorized to make any interpretations concerning the applicability of these adjustments to the employees of the State government executive branch who are excluded from collective bargaining coverage.

DONE at the State Capitol, Honolulu,
State of Hawai'i, this ____ day of
_____, 2021.

DAVID Y. IGE
Governor

APPROVED AS TO FORM:

CLARE E. CONNORS
Attorney General

EXECUTIVE ORDER NO. 21-_____
(Civil Service and Exempt Employees Excluded from Bargaining Units 4, 9, 10, 11, 13 and 14)

WHEREAS, under chapter 89C of the Hawaii Revised Statutes (HRS), the Governor is granted the authority to make adjustments to the wages, hours, benefits, and other terms and conditions of employment for elected and appointed officials, and employees in the executive branch who are excluded from collective bargaining coverage; and

WHEREAS, for excluded employees who are civil service employees under the same classification systems as employees within collective bargaining units, HRS chapter 89C requires that the adjustments be “not less than” those provided under the collective bargaining agreements for employees hired on a comparable basis; and

WHEREAS, HRS chapter 89C also requires that the adjustments for excluded civil service employees result in compensation and benefit packages that are “at least equal to” the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer’s jurisdiction; and

WHEREAS, HRS chapter 89C provides that each appropriate authority shall determine the adjustments that are relevant for their respective excluded employees who are exempt from civil service in consideration of the compensation and benefit packages provided for other employees in comparable agencies; and

WHEREAS, in an effort to reach a settlement on the July 1, 2021 through June 30, 2023 collective bargaining agreement for Bargaining Units (BUs) 4, 9, 10, 11, 13, and 14, the Employer made what they considered to be a reasonable offer; and

WHEREAS, the BU 4, 9, 10, 11, 13 and 14 rejected the Employer's total package settlement offer; and

WHEREAS, historically, upon conclusion of a negotiated settlement, employees who are excluded from collective bargaining received adjustments not less than what their included counterparts received; and

WHEREAS, with the rejection of the Employer's offer by BUs 4, 9, 10, 11, 13, and 14, the Employer believes that in fairness to employees who are excluded from BUs 4, 9, 10, 11, 13, and 14, they too, like the other excluded employees, should receive adjustments in salaries and EUTF benefits effective July 1, 2021; and

WHEREAS, the 2021 Legislature did pass, and the Governor did approve, HB 1297, House Draft 2, Senate Draft 2, Conference Draft 1 as Act XXX (2021), which provides sufficient appropriation for adjustments for employees covered by this executive order; and

WHEREAS, the Director of Human Resources Development has recommended to the Governor, the same adjustments offered to BUs 4, 9, 10, 11, 13 and 14, as specified in this executive order, for civil service and exempt employees within the executive branch who are excluded from BUs 4, 9, 10, 11, 13 and 14.

NOW, THEREFORE, I, David Y. Ige, Governor of Hawai'i, pursuant to my executive authority under articles V and VII of the Constitution of the State of Hawai'i, the provisions of chapters 37 and 89C of the Hawaii Revised Statutes, and all other applicable authority, do hereby order effective July 1, 2021 through June 30, 2023, the following for civil service and exempt employees excluded from BUs 4, 9, 10, 11, 13 and

14; and Excluded Managerial Compensation Plan (EMCP) employees excluded from BUs 4, 9, 11, 13 and 14; and elected and appointed officials:

A. Wages/Salaries

1. Adjustment for non-EMCP civil service and exempt employees excluded from BU 4 (Attachment A).
2. Adjustment for non-EMCP civil service and exempt employees excluded from BU 9 (Attachment B).
3. Adjustment for non-EMCP civil service and exempt employees excluded from BU 10 (Attachment C).
4. Adjustment for non-EMCP civil service and exempt employees excluded from BU 11 (Attachment D).
5. Adjustment for non-EMCP civil service and exempt employees excluded from BU 13 (Attachment E).
6. Adjustment for non-EMCP civil service and exempt employees excluded from BU 14 (Attachment F).
7. Adjustment for EMCP employees excluded from BU 4, 9, 11, 13 and 14 (Attachment G).

B. Hawai'i Employer-Union Health Benefits Trust Fund

This adjustment is applicable to elected and appointed officials; civil service and exempt employees excluded from BUs 4, 9, 10, 11, 13 and 14; and EMCP employees excluded from BUs 4, 9, 11, 13 and 14 (Attachment H).

C. Duration – Reopener

1. Adjustments for non-EMCP civil service and exempt employees excluded from BU 4, and EMCP employees excluded from BU 4 (Attachment I).
2. Adjustments for non-EMCP civil service and exempt employees excluded from BU 9, and EMCP employees excluded from BU 9 (Attachment J).
3. Adjustments for non-EMCP civil service and exempt employees excluded from BU 10 (Attachment K).

4. Adjustments for non-EMCP civil service and exempt employees excluded from BU 11, and EMCP employees excluded from BU 11 (Attachment L).
5. Adjustments for non-EMCP civil service and exempt employees excluded from BU 13, and EMCP employees excluded from BU 13 (Attachment M).
6. Adjustments for non-EMCP civil service and exempt employees excluded from BU 14, and EMCP employees excluded from BU 14 (Attachment N).

IT IS FURTHER ORDERED that this executive order does not apply to:

(1) employees of public charter schools, the Department of Education and the University of Hawai'i; (2) 89-day non-civil service appointments and exempt appointments less than or equal to 89 days; and (3) those executive branch employees whom I later determine shall not receive the aforementioned adjustments; and

IT IS FURTHER ORDERED that this executive order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, or enforceable at law or in equity, against the State of Hawai'i or its agencies, departments, entities, employees, or any other person; and

IT IS FURTHER ORDERED that these provisions are subject to amendment by executive order.

The Director of Human Resources Development shall be responsible for the uniform administration of this executive order and is authorized to make any interpretations concerning the applicability of these adjustments to the employees of the State government executive branch who are excluded from collective bargaining coverage.

DONE at the State Capitol, Honolulu,
State of Hawai'i, this ____ day of
_____, 2021

DAVID Y. IGE
Governor

APPROVED AS TO FORM:

CLARE E. CONNORS
Attorney General

DRAFT

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 1.

Attachment A

Bargaining Unit 01

TENTATIVE AGREEMENT

Employer RJW

Union ECU

Date 4/17/21

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

2

3 **SECTION 23. WAGES.**

4

5 **23.01 SALARY ADJUSTMENTS.**

6

7 **23.01 a.** Effective July 1, 2021 to June 30, 2022, the salary schedule in
8 effect on June 30, 2021 shall be designated as Exhibit A.
9 Employees shall be assigned from their existing pay range and step
10 to the corresponding pay range and step in Exhibit A.

11

12 Effective July 1, 2021 to June 30, 2022, Employees not
13 administratively assigned to the salary schedule shall continue to
14 receive their June 30, 2021 basic rate of pay.

15

16 **23.01 b.** Effective July 1, 2021, Employees receiving a Shortage Differential
17 (SD) as of June 30, 2021, shall retain the differential; provided that,
18 nothing herein shall preclude adjustment of the shortage differential
19 at a later date or preclude elimination of the SD upon termination of
20 the shortage category declaration or movement of an Employee to
21 a class or position without SD.

22

23 This agreement does not constitute negotiation of shortage rates
24 and the Employer maintains the right to determine these amounts.

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 2.

Attachment B
Bargaining Unit 02
TENTATIVE AGREEMENT
Employer R/W
Union RP
Date 4/20/21

ARTICLE 51 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A.

B. Salary Schedule

1. The salary schedule designated as Exhibit A shall be effective for the period July 1, 2021 to and including June 30, 2022.

2. Following B.1 above, Employees shall be placed on the corresponding pay range and step of Exhibit A.

3. Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay for the period July 1, 2021 to and including June 30, 2022.

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 3.

Attachment C
Bargaining Unit 03
TENTATIVE AGREEMENT
Employer RJW
Union TCU
Date 4/20/21

ARTICLE 53 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A.

B. Salary Schedule

1. The salary schedule designated as Exhibit A shall be effective for the period July 1, 2021 to and including June 30, 2022.

2. Following B.1 above, Employees shall be placed on the corresponding pay range and step of Exhibit A.

3. Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay for the period July 1, 2021 to and including June 30, 2022.

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 4.

Attachment D

ARTICLE 51 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A.

B. Salary Schedule

1. The salary schedule designated as Exhibit A shall be effective for the period July 1, 2021 to and including June 30, 2022.

2. Following B.1 above, Employees shall be placed on the corresponding pay range and step of Exhibit A.

3. Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay for the period July 1, 2021 to and including June 30, 2022.

This adjustment is applicable to employees excluded from BU 6.

Attachment E
Bargaining Unit 06
Employer Proposal #3
April 15, 2021

ARTICLE 30 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A – 10-month Education Officers; Exhibit B – 12-month Principals; and Exhibit C – 12-month Education Officers.

B. The salary schedule in effect on June 30, 2022 shall be designated as Exhibit D – 10-month Education Officers; Exhibit E – 12-month Principals; and Exhibit F – 12-month Education Officers.

C. Salary Schedule

1. The salary schedule designated as Exhibit A, B and C shall be effective for the period July 1, 2021 to and including June 30, 2022.

2. The salary schedule designated as Exhibit D, E and F shall be effective for the period July 1, 2022 to and including June 30, 2023.

3. Following C.1 above, Employees shall be placed on the corresponding pay range and step of Exhibit A, B and C.

4. Following C.2 above, Employees shall be placed on the corresponding pay range and step of Exhibit D, E and F.

This adjustment is applicable to non-EMCP civil
service and exempt employees excluded from BU 9.

Attachment F

ARTICLE 56 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A.

B. Salary Schedule

1. The salary schedule designated as Exhibit A shall be effective for the period July 1, 2021 to and including June 30, 2022.

2. Following B.1 above, Employees shall be placed on the corresponding pay range and step of Exhibit A.

3. Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay for the period July 1, 2021 to and including June 30, 2022.

C. There shall be no step movements or time creditable for step movements from July 1, 2021 to and including June 30, 2022.

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 10.

Attachment G

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

2

3 **SECTION 23. WAGES.**

4

5 **23.01 PREFIX DESIGNATION.**

6 The pay grades of Institutional, Health and Correctional salary
7 schedules shall have a prefix designation of AM, CO and HE and
8 designated on three (3) separate salary schedules.

9

10 **23.02 SALARY SCHEDULE.**

11

12 **23.02 a.** Effective July 1, 2021 to June 30, 2022, the Institutional, Health and
13 Correctional salary schedules in effect on June 30, 2021 shall be
14 designated as Exhibit A, Exhibit B, and Exhibit C. Employees shall
15 be assigned from their existing pay range and step to the
16 corresponding pay range and step in Exhibit A, Exhibit B, or Exhibit
17 C.

18

19 Effective July 1, 2021 to June 30, 2022, Employees not
20 administratively assigned to the salary schedule shall continue to
21 receive their June 30, 2021 basic rate of pay.

22 **23.03 DEVELOPMENTAL CAREER PLAN (DCP)**

23 There shall be no DCP movements or time creditable for DCP
24 movements from July 1, 2021 to and including June 30, 2022.

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 13.

Attachment H

ARTICLE 51 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A.

B. Salary Schedule

1. The salary schedule designated as Exhibit A shall be effective for the period July 1, 2021 to and including June 30, 2022.

2. Following B.1 above, Employees shall be placed on the corresponding pay range and step of Exhibit A.

3. Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay for the period July 1, 2021 to and including June 30, 2022.

C. There shall be no step movements or time creditable for step movements from July 1, 2021 to and including June 30, 2022.

This adjustment is applicable to appointed officials; civil service and exempt employees excluded from BUs 1, 2, 3, 4, 6, 9, 10, and 13; and EMCP employees excluded from BUs 2, 4, 6, 9 10, and 13.

HAWAI'I EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

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

A. "Health Benefit Plan" shall mean the medical PPO, HMO, prescription drug, dental, vision and dual coverage medical plans.

B. Effective July 1, 2021

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of any Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2021, not to exceed the monthly contribution amounts as specified below:

1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
a. <u>Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$428.78</u>
b. <u>Dental</u>	<u>\$ 22.14</u>
c. <u>Vision</u>	<u>\$ 3.68</u>
d. <u>Dual coverage (medical & drug)</u>	<u>\$ 22.74</u>

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the

Employer shall not cause the employer share to exceed 84.3% of the total premium.

2. For each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
a. <u>Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$1,041.40</u>
b. <u>Dental</u>	<u>\$ 44.28</u>
c. <u>Vision</u>	<u>\$ 6.84</u>
d. <u>Dual coverage (medical & drug)</u>	<u>\$ 42.90</u>

The Employer shall pay the same monthly contribution for each member enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

3. For each Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
a. <u>Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$1,327.70</u>
b. <u>Dental</u>	<u>\$ 72.78</u>
c. <u>Vision</u>	<u>\$ 8.94</u>
d. <u>Dual coverage (medical & drug)</u>	<u>\$ 46.72</u>

The Employer shall pay the same monthly contribution for each member enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$4.12 per month which reflects one hundred percent (100%) of the monthly premium and any administrative fees.

C. Effective July 1, 2022

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, effective July 1, 2022 for plan year 2022-2023, with the exception of items C1d., C2d., C3d., and C4., which shall be as described below, the Employer shall pay a specific dollar amount equivalent to sixty percent (60%) of the final premium rates established by the Trust Fund Board for the respective health benefit plan, plus sixty percent (60%) of any administrative fees.

1. The amounts paid by the Employer shall be based on the plan year 2022-2023 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN

a. Dental

b. Vision

c. Dual coverage (medical & drug)

1 d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall
 2 pay the same monthly contribution for each member enrolled in a self only
 3 medical plan, regardless of which plan is chosen. The amount shall be based on
 4 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro),
 5 provided that the dollar amount contributed by the Employer shall not cause the
 6 employer share to exceed 84.3% of the total premium.

7
 8 2. The amounts paid by the Employer shall be based on the plan year
 9 2022-2023 final monthly premium rates established by the Trust Fund for each
 10 Employee-Beneficiary with one dependent-beneficiary enrolled in the following
 11 Trust Fund health benefit plans:

12
 13 BENEFIT PLAN

14
 15 a. Dental

16 b. Vision

17 c. Dual coverage (medical & drug)

18
 19 d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall
 20 pay the same monthly contribution for each member enrolled in a two-party
 21 medical plan, regardless of which plan is chosen. The amount shall be based on
 22 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro),
 23 provided that the dollar amount contributed by the Employer shall not cause the
 24 employer share to exceed 84.3% of the total premium.

25
 26 3. The amounts paid by the Employer shall be based on the plan year
 27 2022-2023 final monthly premium rates established by the Trust Fund for each

Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

BENEFIT PLAN

a. Dental

b. Vision

c. Dual coverage (medical & drug)

d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall pay the same monthly contribution for each member enrolled in a family medical plan, regardless of which plan is chosen. The amount shall be based on 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro), provided that the dollar amount contributed by the Employer shall not cause the employer share to exceed 84.3% of the total premium.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay one hundred percent (100%) of the monthly premium and any administrative fees.

D. No later than three (3) weeks after the Trust Fund Board formally establishes and adopts the final premium rates for Fiscal Year 2022 – 2023, the Office of Collective Bargaining shall distribute the final calculation of the Employers' monthly contribution amounts for each health benefit plan.

E. Payment for Plans Eliminated or Abolished. The Employer shall make no payments for any and all premiums for any portion or part of a Trust Fund health benefit plan that the Trust Fund Board eliminates or abolishes.

1 **F. Rounding Employer's Monthly Contribution. Whenever the**
 2 **Employer's monthly contribution (premium plus administrative fee) to the Trust**
 3 **Fund is less than one hundred percent (100%) of the monthly premium amount,**
 4 **such monthly contribution shall be rounded to the nearest cent as provided**
 5 **below:**

6
 7 **1. When rounding to the nearest cent results in an even amount,**
 8 **such even amount shall be the Employer's monthly contribution. For example:**

9
 10 **(a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)**

11 **(b) \$11.382 = \$11.38 = \$11.38 (Employer's monthly contribution)**

12
 13 **2. When rounding to the nearest cent results in an odd amount,**
 14 **round to the lower even cent, and such even amount shall be the Employer's**
 15 **monthly contribution. For example:**

16 **(a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)**

17 **(b) \$11.386 = \$11.39 = \$11.38 (Employer's monthly contribution)**

18
 19
 20 **All employer contributions effective July 1, 2021 reflect the rounding**
 21 **described in item F. Employer contributions effective July 1, 2022 shall be**
 22 **rounded as described in item F. after the Trust Fund Board formally establishes**
 23 **and adopts the final premium rates for Fiscal Year 2022-2023.**

24
 25 **G. If an agreement covering periods beyond the term of this Agreement is**
 26 **not executed by June 30, 2023, Employer contributions to the Trust Fund shall be**
 27 **the same monthly contribution amounts paid in plan year 2022-2023 for the**
 28 **Health Benefit Plan approved by the Trust Fund including any monthly**
 29 **administrative fees.**

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 1.

Attachment J

Bargaining Unit 01
TENTATIVE AGREEMENT

Employer ROM

Union ECU

Date 4/17/21

SECTION 66. DURATION.

66.01 EFFECTIVE DATES.

The Unit 1 Agreement shall be effective July 1, ~~[2017]~~**2021**, and shall remain in full force and effect to and including June 30, ~~[2021]~~**2023**. During the term of this Agreement, and not less than ninety (90) days before the beginning of the ~~[2019]~~ **2022** legislative session, the parties shall meet to continue bargaining in good faith on **Section 23 – Wages.** ~~[the equivalent of step movement and Employer's contribution to EUTF.]~~ Notwithstanding Section 10, No Strike or Lockout, ~~[these]~~ **this** section[s] shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.

In the event the parties reach agreement on **Section 23 – Wages** ~~[the equivalent of step movement and/or the Employer's contribution to EUTF]~~, such ~~[amended section(s)]~~ **amendment** shall be effective no earlier than July 1, ~~[2019]~~**2022**, and shall remain in effect to and including June 30, ~~[2021]~~**2023**. The entire Unit 1 Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 1 Agreement.

66.02 NOTICES AND PROPOSALS.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, ~~[2020]~~**2022**. When the notice is given, negotiations for a new Unit 1 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

1 **66.03** [~~In the context of Chapter 89-1 and the possibility of significant changes that~~
2 ~~may impact Chapter 89-4, Payroll Deductions and other provisions of~~
3 ~~Chapter 89, the Employer and Union shall engage in a dialogue and as~~
4 ~~appropriate negotiations to promote harmonious and cooperative relations~~
5 ~~in order to protect the public by assuring effective and orderly operations of~~
6 ~~government.]~~**RESERVED.**

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 2, and EMCP employees excluded from BU 2.

Attachment K
Bargaining Unit 02
TENTATIVE AGREEMENT
Employer R/W
Union RP
Date 4/20/21

ARTICLE 54 – DURATION

The Unit 02 Agreement shall be effective July 1, 20~~[49]~~21 and shall remain in full force and effect to and including June 30, 20~~[24]~~23. During the term of this Agreement, and not less than ninety (90) days before the beginning of the 2022 legislative session, the parties shall meet to continue bargaining in good faith on Article 51 - Salaries. This section shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.

In the event the parties reach agreement on Article 51 - Salaries, such amendment shall be effective no earlier than July 1, 2022, and shall remain in effect to and including June 30, 2023. The entire Unit 02 Agreement shall be [it shall be] renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 02 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, 20~~[20]~~22. When the notice is given, negotiations for a new Unit 02 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 3.

Attachment L
Bargaining Unit 03
TENTATIVE AGREEMENT
Employer RJW
Union RP
Date 4/20/21

ARTICLE 56 – DURATION

The Unit 03 Agreement shall be effective July 1, 20~~[19]~~21 and shall remain in full force and effect to and including June 30, 20~~[24]~~23. During the term of this Agreement, and not less than ninety (90) days before the beginning of the 2022 legislative session, the parties shall meet to continue bargaining in good faith on Article 53 - Salaries. This section shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.

In the event the parties reach agreement on Article 53 - Salaries, such amendment shall be effective no earlier than July 1, 2022, and shall remain in effect to and including June 30, 2023. The entire Unit 03 Agreement shall be [it shall be] renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 03 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, 20~~[20]~~22. When the notice is given, negotiations for a new Unit 03 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

Signature: Ryker J. Wada

Email: ryker.wada@hawaii.gov

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 4, and EMCP employees excluded from BU 4.

Attachment M

ARTICLE 54 – DURATION

The Unit 04 Agreement shall be effective July 1, 20~~19~~**21** and shall remain in full force and effect to and including June 30, 20~~21~~**23**. During the term of this Agreement, and not less than ninety (90) days before the beginning of the 2022 legislative session, the parties shall meet to continue bargaining in good faith on Article 51 - Salaries. This section shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.

In the event the parties reach agreement on Article 51 - Salaries, such amendment shall be effective no earlier than July 1, 2022, and shall remain in effect to and including June 30, 2023. The entire Unit 04 Agreement shall be [it shall be] renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 04 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, 20~~20~~**22**. When the notice is given, negotiations for a new Unit 04 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

This adjustment is applicable to employees excluded from BU 6.

Attachment N
Bargaining Unit 06
Employer Proposal #3
April 15, 2021

ARTICLE 30 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A – 10-month Education Officers; Exhibit B – 12-month Principals; and Exhibit C – 12-month Education Officers.

B. The salary schedule in effect on June 30, 2022 shall be designated as Exhibit D – 10-month Education Officers; Exhibit E – 12-month Principals; and Exhibit F – 12-month Education Officers.

C. Salary Schedule

1. The salary schedule designated as Exhibit A, B and C shall be effective for the period July 1, 2021 to and including June 30, 2022.

2. The salary schedule designated as Exhibit D, E and F shall be effective for the period July 1, 2022 to and including June 30, 2023.

3. Following C.1 above, Employees shall be placed on the corresponding pay range and step of Exhibit A, B and C.

4. Following C.2 above, Employees shall be placed on the corresponding pay range and step of Exhibit D, E and F.

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 9, and EMCP employees excluded from BU 9.

ARTICLE 60 – DURATION

The Unit 09 Agreement shall be effective July 1, 20~~19~~21 and shall remain in full force and effect to and including June 30, 20~~21~~23. **During the term of this Agreement, and not less than ninety (90) days before the beginning of the 2022 legislative session, the parties shall meet to continue bargaining in good faith on Article 56 - Salaries. This section shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.**

In the event the parties reach agreement on Article 56 - Salaries, such amendment shall be effective no earlier than July 1, 2022, and shall remain in effect to and including June 30, 2023. The entire Unit 09 Agreement shall be [~~It shall be~~**]** renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 09 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, 20~~20~~22. When the notice is given, negotiations for a new Unit 09 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 10.

Attachment P

SECTION 68. DURATION.

68.01 EFFECTIVE DATES.

The Unit 10 Agreement shall be effective July 1, ~~[2017]~~ **2021**, and shall remain in effect to and including June 30, ~~[2021]~~ **2023**. During the term of this Agreement, and not less than ninety (90) days before the beginning of the ~~[2019]~~ **2022** legislative session, the parties shall meet to continue bargaining in good faith on **Section 23 – Wages** ~~[the equivalent of step movement and Employer's contribution to EUTF. These]~~ **this** section[s] shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.

In the event the parties reach agreement on **Section 23- Wages** ~~[the equivalent of step movement and/or the Employer's contribution to EUTF], such [amended section(s)]~~ **amendment** shall be effective no earlier than July 1, ~~[2019]~~**2022**, and shall remain in effect to and including June 30, ~~[2021]~~**2023**. The entire Unit 10 Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 10 Agreement.

68.02 NOTICES AND PROPOSALS.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, ~~[2020]~~ **2022**. When the notice is given, negotiations for a new Unit 10 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

68.03 ~~[In the context of Chapter 89-1 and the possibility of significant changes that may impact Chapter 89-4, Payroll Deductions and other provisions of Chapter 89, the Employer and Union shall engage in a dialogue and as~~

1 ~~appropriate negotiations to promote harmonious and cooperative relations~~
2 ~~in order to protect the public by assuring effective and orderly operations~~
3 ~~of government.]~~ **RESERVED.**

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 13, and EMCP employees excluded from BU 13.

Attachment Q

ARTICLE 54 – DURATION

The Unit 13 Agreement shall be effective July 1, 20~~[19]~~21 and shall remain in full force and effect to and including June 30, 20~~[21]~~23. During the term of this Agreement, and not less than ninety (90) days before the beginning of the 2022 legislative session, the parties shall meet to continue bargaining in good faith on Article 51 - Salaries. This section shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.

In the event the parties reach agreement on Article 51 - Salaries, such amendment shall be effective no earlier than July 1, 2022, and shall remain in effect to and including June 30, 2023. The entire Unit 13 Agreement shall be [it shall be] renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 13 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, 20~~[20]~~22. When the notice is given, negotiations for a new Unit 13 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.