




STATE OF HAWAII  
DEPARTMENT OF EDUCATION

P.O. BOX 2360  
HONOLULU, HAWAII 96804

OFFICE OF THE SUPERINTENDENT

July 15, 2021

TO: The Honorable Catherine Payne  
Chairperson, Board of Education

FROM: Dr. Christina M. Kishimoto   
Superintendent

SUBJECT: **Board Action on Memorandum of Agreement Bargaining Unit 06, Extending Collective Bargaining Agreement Between Hawaii Government Employees Association, AFSCME, Local 152, AFL-CIO and State of Hawaii Department of Education and Board of Education (July 1, 2017 to June 30, 2021)**

I. EXECUTIVE SUMMARY

The bargaining unit 6 (BU 6) collective bargaining agreement (CBA) between the State of Hawaii, Board of Education (BOE), including the Department of Education, and the Hawaii Government Employees Association (HGEA) expired on June 30, 2021. The parties have been engaged in successor bargaining to renew the CBA. Until such time that a successor agreement is attained, the parties would like to extend the terms and provisions of the BU 6 Agreement that was in effect from July 1, 2017 to June 30, 2021 through a Memorandum of Agreement (MOA).

II. BACKGROUND

Under §89-6 (d) of the Hawaii Revised Statutes (HRS), to negotiate a collective bargaining agreement for BU 6, the governor shall have three votes, the board of education shall have two votes, and the superintendent of education shall have one vote.

On June 30, 2020, the parties exchanged proposals that initiated the process for successor bargaining. At this time, the parties have not agreed to a tentative successor agreement but have agreed to continue to negotiate in good faith and/or participate in the impasse procedure as defined by §89-11(e) of the HRS.

### III. DISCUSSION

A summary of the terms and conditions of the BU 6 MOA are as follows (Attachment):

- The terms and provisions contained in the Unit 06 collective bargaining agreement in effect from July 1, 2017 to June 30, 2021 shall be extended from July 1, 2021 until such time that a successor collective bargaining agreement is executed.
- This extension will permit the continuance of good faith negotiations for a successor collective bargaining agreement and/or participation in the impasse procedure contained in §89-11(e), culminating in a final and binding arbitration decision for a successor agreement.
- All Articles in the collective bargaining agreement shall remain status quo. It is understood that there shall be no increase in any benefits, including but not limited to wages, step movements, and employer contributions to the EUTF, until such time that the Parties enter into a new agreement.
- All mutual agreements (supplemental agreements, memorandums of agreement, memorandums of understanding, etc.) currently affecting employees of this bargaining unit will continue to be in effect during this period of extension.

Should the parties agree to a tentative successor agreement, the Department will present the tentative agreement at a future BOE meeting.

### IV. RECOMMENDATION

The Department recommends the BOE approval of the MOA between the State of Hawaii, BOE, and the HGEA beyond July 1, 2021, and up to such time, a successor collective bargaining agreement is executed.

CMK:sb

Attachment: Memorandum of Agreement Bargaining Unit 06

**Memorandum of Agreement  
Bargaining Unit 06**

This Memorandum of Agreement ("MOA") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between the State of Hawai'i, Board of Education and the Department of Education, (hereinafter the "Employer") and the Hawai'i Government Employees Association, AFSCME, Local 152, AFL-CIO, (hereinafter the "Union") and collectively the Union and the Employer are hereinafter referred to as the "Parties".

The Parties mutually agree as follows:

1. The terms and provisions contained in the Unit 06 collective bargaining agreement in effect from July 1, 2017 to June 30, 2021 shall be extended from July 1, 2021 until such time that a successor collective bargaining agreement is executed.

2. This extension will permit the continuance of good faith negotiations for a successor collective bargaining agreement and/or participation in the impasse procedure contained in §89-11(e), which culminates in a final and binding arbitration decision for a successor agreement.

3. All Articles in the collective bargaining agreement shall remain status quo. It is understood that there shall be no increase in any benefits, including but not limited to, wages, step movements, and employer contributions to the EUTF, until such time that the Parties enter into a new agreement.

4. All mutual agreements (supplemental agreements, memorandums of agreement, memorandums of understanding, etc.) currently affecting employees of this bargaining unit will continue to be in effect during this period of extension.

IN WITNESS WHEREOF, the Parties below by their authorized representatives, have executed this MOA on the day and year written above.

FOR THE EMPLOYER:

FOR THE UNION:

*Ryker J. Wada*  
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STATE OF HAWAII

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HAWAII GOVERNMENT EMPLOYEES  
ASSOCIATION

\_\_\_\_\_  
Board of Education

  
\_\_\_\_\_  
06/30/2021  
Department of Education