

## **EXECUTIVE ORDER NO. 15-04**

(Civil Service and Exempt Employees Excluded from Bargaining Units 1, 2, 3, 4, 9, 10, 11 and 13)

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, 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, 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, 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, the City and County of Honolulu, and the Counties of Hawai'i, Maui, and Kaua'i have entered into collective bargaining agreements with the Hawaii Government Employees Association (HGEA) as the exclusive representative of Bargaining Units (BUs) 2, 3, 4, and 9, for the period July 1, 2015 through June 30, 2017 that address the subject of two holidays observed on the same calendar day; and

WHEREAS, the State, Judiciary, Hawai'i Health Systems Corporation, the City and County of Honolulu, and the Counties of Hawai'i, Maui, and Kaua'i have entered into a collective bargaining agreement with the HGEA as the exclusive representative of

BU 13, for the period July 1, 2013 through June 30, 2017 that addresses the subject of two holidays observed on the same calendar day; and

WHEREAS, the State, the City and County of Honolulu, and the Counties of Hawai'i, Maui, and Kaua'i have entered into a collective bargaining agreement with the Hawaii Fire Fighters Association (HFFA) as the exclusive representative of BU 11, for the period July 1, 2011 through June 30, 2017 that addresses the subject of two holidays observed on the same calendar day; and

WHEREAS, the State has entered into a supplemental agreement with the United Public Workers (UPW) as the exclusive representative of BUs 1 and 10, for the period of August 7, 2015 through December 31, 2016 that addresses the subject of two holidays observed on the same calendar day; 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, 3, 4, 9, 10, 11 and 13.

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, HRS, and all other applicable authority, do hereby order, effective January 1, 2016 through December 31, 2016, the following for elected and appointed officials, Excluded Managerial Compensation Plan (EMCP) employees, and civil service and exempt employees who are excluded from BUs 1, 2, 3, 4, 9, 10, 11 and 13:

### **Holidays**

NOTE: The following provisions are to be utilized in conjunction with other existing provisions covering this subject matter.

Whenever two holidays are to be observed on the same calendar day:

1. The first holiday shall be observed in the normal manner; and
2. The second holiday shall be observed on a date mutually agreed to between the employee and the employee's supervisor, provided that such mutual

agreement shall be reached at least sixty (60) calendar days prior to the date the two holidays are to be observed. If an agreement is not reached, the matter shall be referred to the employee's appointing authority or designee, other than the employee's supervisor, for a final and binding decision. The decision shall be made at least thirty (30) calendar days prior to the date the two holidays are to be observed.

3. The mutually agreed upon date shall occur within the same calendar year.

[Applicable to elected and appointed officials, EMCP employees, and civil service and exempt employees excluded from BUs 2, 3, 4, 9, 11 and 13]

**Exhibit I - Supplemental Agreement Prince Kuhio/Good Friday Holiday 2016**

This adjustment is applicable to EMCP employees, and civil service and exempt employees excluded from BUs 1 and 10.

IT IS FURTHER ORDERED that this Executive Order does not apply to: (1) employees of public charter schools and the Department of Education; (2) the University of Hawai'i; (3) employees hired for 89 days or less; and (4) those Executive Branch employees whom I later determine shall not receive the aforementioned adjustment; 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 this Executive Order to employees of the State Executive Branch who are excluded from collective bargaining coverage.

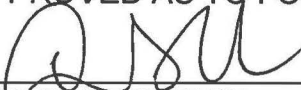
DONE at the State Capitol, Honolulu,  
State of Hawai'i, this 25th \_\_\_\_\_  
day of October \_\_\_\_\_, 2015.



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DAVID Y. IGE  
Governor

APPROVED AS TO FORM:



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DOUGLAS S. CHIN  
Attorney General

**SUPPLEMENTAL AGREEMENT  
PRINCE KUHIO/GOOD FRIDAY HOLIDAY 2016  
BARGAINING UNITS 1 AND 10**

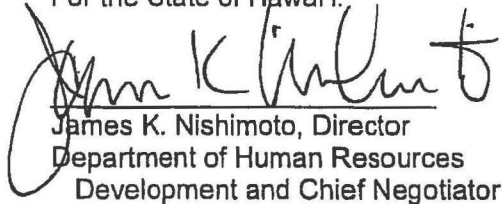
EXHIBIT I

This Agreement is made and entered into on this 7<sup>th</sup> day of August, 2015 by and between the State of Hawai'i ("State") and the United Public Workers, AFSCME, Local 646, AFL-CIO, ("Union") on behalf of employees in Bargaining Units 1 and 10.

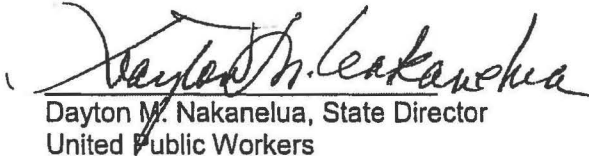
- A. In the year 2016, the Good Friday and the Prince Kuhio holidays fall on the same day, Friday, March 25, 2016.
- B. The State believes its employees should not lose the benefit of two holidays notwithstanding that by the provisions of the Units 1 and 10 collective bargaining agreements the two holidays fall on the same day.
- C. Whenever two holidays are to be observed on the same calendar day:
  - 1. The first holiday shall be observed in the normal manner; and
  - 2. The second holiday shall be observed on a date mutually agreed to between the Employee and the Employee's supervisor provided that such mutual agreement shall be reached at least sixty (60) calendar days prior to the date the two holidays were to be observed. If an agreement is not reached, the matter shall be referred to the Employee's appointing authority or designee other than the Employee's supervisor for a final and binding decision. The decision shall be made at least thirty (30) calendar days prior to the date the two holidays were to be observed.
  - 3. The mutually agreed upon date shall occur within the same calendar year.
- D. The terms of the Settlement Agreement dated July 18, 2008 (see Attachment A) shall be applied to employees.
- E. The State and Union agree to jointly meet to resolve any unanticipated issues that may arise regarding this Agreement.

This Agreement shall be effective upon the date first noted above, and shall terminate on December 31, 2016.

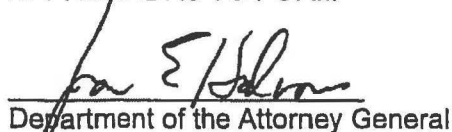
For the State of Hawai'i:

  
James K. Nishimoto, Director  
Department of Human Resources  
Development and Chief Negotiator

For the United Public Workers:

  
Dayton M. Nakanelua, State Director  
United Public Workers

APPROVAL AS TO FORM

  
Department of the Attorney General

**SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT is made and entered into this 18<sup>th</sup> day of July, 2008, by and between the State of Hawai'i, Department of Human Resources Development (hereinafter "EMPLOYER") and the United Public Workers (hereinafter "UNION") on behalf of Employees of Bargaining Units 1 and 10 (hereinafter "EMPLOYEES").

**SECTION 1. GRIEVANCE**

The UNION filed two class grievances, CU-03-62 (Unit 1) and CU-03-63 (Unit 10), on behalf of EMPLOYEES concerning the alleged violations of Sections 1, 14, 15, 23A, 35 and 64 of the Unit 1 and Unit 10 Agreements with the duration of July 1, 2007 to June 30, 2009, regarding payment of holiday(s) while on leave without pay.

**SECTION 2. SETTLEMENT**

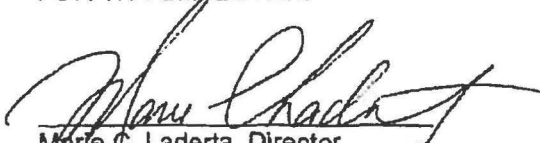
The parties hereto desire to effect a full and final settlement of all matters, claims, and causes of action arising out of these grievances as follows:

- 2.01 EMPLOYEES shall be compensated for a holiday based on their normal scheduled working hours provided they work (or were on paid leave) either the normal scheduled workday immediately preceding the holiday or the normal scheduled workday immediately following the holiday.
- 2.02 EMPLOYEES on only the following types of authorized leave without pay shall be compensated for a holiday that occurs during the leave without pay, provided that the duration of the leave does not exceed twelve (12) months, except that in the case of 2.02 k. Industrial Injury, the duration may exceed twelve (12) months. For purposes of this Settlement Agreement, "during" means that both workdays before and after the holiday is leave without pay.
  - a. Military;
  - b. Delay a Reduction-in-Force;
  - c. Recuperate from Physical or Mental Illness;
  - d. Death in the Family;
  - e. Personal Business of an Emergency Nature;
  - f. Child or Pre-natal Care;
  - g. Child Adoption;
  - h. Care for a Family Member as defined in Section 41;
  - i. Family Leave;
  - j. Educational; and
  - k. Industrial Injury, provided that if an EMPLOYEE is receiving workers' compensation temporary disability benefits on a regularly scheduled

holiday, the workers' compensation benefits for that day shall be augmented to allow the EMPLOYEE to receive the equivalent of a full day's pay. The additional holiday pay over workers' compensation benefits shall not be charged to sick leave or vacation leave.

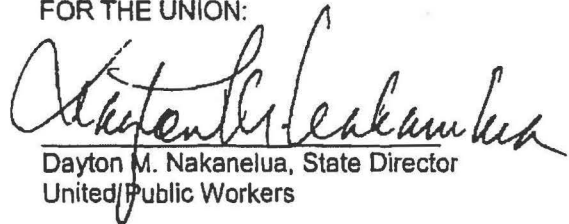
- 2.03 EMPLOYEES on the following types of leave without pay shall not be compensated for a holiday that occurs during the period of the leave without pay. For purposes of this Settlement Agreement, "during" means that both workdays before and after the holiday is leave without pay.
- a. Union Business;
  - b. Work at the State Legislature;
  - c. Temporary Intergovernmental and Intragovernmental Assignments and Exchanges;
  - d. Work in an Appointive Position;
  - e. Extend Annual Vacation Leave for Travel, Rest, or for Recreation Purposes;
  - f. Seek Political Office;
  - g. Annual Periods of Temporary Cessation of Normal Operations as it relates to the cafeteria workers at the Department of Education;
  - h. Pending Investigation of Charges;
  - i. Suspension; and
  - j. Unauthorized Absence.
- 2.04 The parties agree to negotiate when holidays will be paid in the event additional leaves are identified.
- 2.05 It is expressly understood and agreed that this Settlement Agreement shall be limited to these subject grievances and shall not be construed as precedent in any future grievance or arbitration.
- 2.06 The UNION agrees that this Settlement Agreement shall serve as complete resolution of the issues relating to or arising out of these grievances.
- 2.07 The provisions of 2.01, 2.02 and 2.03 above shall apply prospectively from the date this Settlement Agreement is executed and forward. Thus, the Union and the Employer agree that no back pay shall be made to a bargaining unit employee who may not have received holiday pay or benefits by reason of being on leave without pay status prior to the date this Settlement Agreement is executed.

FOR THE EMPLOYER:



Marie C. Laderta, Director  
Department of Human Resources Development &  
Chief Negotiator, Office of Collective Bargaining

FOR THE UNION:



Dayton M. Nakanelua, State Director  
United Public Workers