

EXECUTIVE ORDER NO. 21-02
(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 8th day of
July, 2021.



DAVID Y. IGE
Governor

APPROVED AS TO FORM:



CLARE E. CONNORS
Attorney General

Bargaining Unit 01
TENTATIVE AGREEMENT
Employer RJW
Union ECH
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.

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

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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

Bargaining Unit 03
TENTATIVE AGREEMENT
Employer RJW
Union TEU
Date 4/20/21

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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

SALARIES

Applicable to EMCP employees excluded from BU 2

The salary schedule in effect on June 30, 2021 shall continue to be in effect through June 30, 2022 and shall be designated as Exhibit 1. Employees shall continue to receive their existing pay from July 1, 2021 through June 30, 2022.

This adjustment is applicable to civil service and exempt employees excluded from BUs 1, 2, and 3; and EMCP employees excluded from BU 2.

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HAWAI'I EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

Delete the existing language in this Section/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>
<u>a. Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$428.78</u>
<u>b. Dental</u>	<u>\$ 22.14</u>
<u>c. Vision</u>	<u>\$ 3.68</u>
<u>d. 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

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

3
4 2. For each Employee-Beneficiary with one dependent-beneficiary
5 enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY</u>
	<u>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>

13
14 The Employer shall pay the same monthly contribution for each member
15 enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is
16 chosen; provided that the dollar amount contributed by the Employer shall not
17 cause the employer share to exceed 84.3% of the total premium.

18
19 3. For each Employee-Beneficiary with two or more dependent-
20 beneficiaries enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY</u>
	<u>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>

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

5
6 4. For each Employee-Beneficiary enrolled in the Trust Fund group
7 life insurance plan, the Employer shall pay \$4.12 per month which reflects one
8 hundred percent (100%) of the monthly premium and any administrative fees.

9
10 C. Effective July 1, 2022

11
12 Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised
13 Statutes, effective July 1, 2022 for plan year 2022-2023, with the exception of
14 items C1d., C2d., C3d., and C4., which shall be as described below, the Employer
15 shall pay a specific dollar amount equivalent to sixty percent (60%) of the final
16 premium rates established by the Trust Fund Board for the respective health
17 benefit plan, plus sixty percent (60%) of any administrative fees.

18
19 1. The amounts paid by the Employer shall be based on the plan year
20 2022-2023 final monthly premium rates established by the Trust Fund for each
21 Employee-Beneficiary with no dependent-beneficiaries enrolled in the following
22 Trust Fund health benefit plans:

23
24 BENEFIT PLAN_____

25 a. Dental_____

26 b. Vision_____

27 c. Dual coverage (medical & drug)_____

28

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

1
2 **BENEFIT PLAN**

3
4 **a. Dental**

5 **b. Vision**

6 **c. Dual coverage (medical & drug)**

7
8 **d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall**
9 **pay the same monthly contribution for each member enrolled in a family medical**
10 **plan, regardless of which plan is chosen. The amount shall be based on 60% of**
11 **the total premium of the HMSA 80-20 medical plan (with drug & chiro), provided**
12 **that the dollar amount contributed by the Employer shall not cause the employer**
13 **share to exceed 84.3% of the total premium.**

14
15 **4. For each Employee-Beneficiary enrolled in the Trust Fund group life**
16 **insurance plan, the Employer shall pay one hundred percent (100%) of the**
17 **monthly premium and any administrative fees.**

18
19 **D. No later than three (3) weeks after the Trust Fund Board formally**
20 **establishes and adopts the final premium rates for Fiscal Year 2022 – 2023, the**
21 **Office of Collective Bargaining shall distribute the final calculation of the**
22 **Employers' monthly contribution amounts for each health benefit plan.**

23
24 **E. Payment for Plans Eliminated or Abolished. The Employer shall**
25 **make no payments for any and all premiums for any portion or part of a Trust**
26 **Fund health benefit plan that the Trust Fund Board eliminates or abolishes.**

27 **F. Rounding Employer's Monthly Contribution. Whenever the**
28 **Employer's monthly contribution (premium plus administrative fee) to the Trust**
29 **Fund is less than one hundred percent (100%) of the monthly premium amount,**

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

1 such monthly contribution shall be rounded to the nearest cent as provided
2 below:

3
4 1. When rounding to the nearest cent results in an even amount,
5 such even amount shall be the Employer's monthly contribution. For example:

6
7 (a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)

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

9
10 2. When rounding to the nearest cent results in an odd amount,
11 round to the lower even cent, and such even amount shall be the Employer's
12 monthly contribution. For example:

13
14 (a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)

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

16
17 All employer contributions effective July 1, 2021 reflect the rounding
18 described in item F. Employer contributions effective July 1, 2022 shall be
19 rounded as described in item F. after the Trust Fund Board formally establishes
20 and adopts the final premium rates for Fiscal Year 2022-2023.

21
22 G. If an agreement covering periods beyond the term of this Agreement is
23 not executed by June 30, 2023, Employer contributions to the Trust Fund shall be
24 the same monthly contribution amounts paid in plan year 2022-2023 for the
25 Health Benefit Plan approved by the Trust Fund including any monthly
26 administrative fees.

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

Bargaining Unit 01
TENTATIVE AGREEMENT
Employer RJW
Union ECU
Date 4/17/21

1 **SECTION 66. DURATION.**

2
3 **66.01 EFFECTIVE DATES.**

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

12
13 In the event the parties reach agreement on **Section 23 – Wages** ~~[the~~
14 ~~equivalent of step movement and/or the Employer's contribution to EUTF],~~
15 such ~~[amended section(s)]~~ **amendment** shall be effective no earlier than
16 July 1, ~~[2019]~~**2022**, and shall remain in effect to and including June 30,
17 ~~[2021]~~**2023**. The entire Unit 1 Agreement shall be renewed thereafter in
18 accordance with statutes unless either party hereto gives written notice to
19 the other party of its desire to modify, amend, or terminate the Unit 1
20 Agreement.

21
22 **66.02 NOTICES AND PROPOSALS.**

23 Notices and proposals shall be in writing and shall be presented to the other
24 party between June 15 and June 30, ~~[2020]~~**2022**. When the notice is given,
25 negotiations for a new Unit 1 Agreement shall commence on a mutually
26 agreeable date following the exchange of written proposals.
27

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.

Bargaining Unit 02
TENTATIVE AGREEMENT
Employer RJW
Union RP
Date 4/20/21

ARTICLE 54 – DURATION

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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 [~~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.

Bargaining Unit 03
TENTATIVE AGREEMENT
Employer R/W
Union RP
Date 4/20/21

ARTICLE 56 – DURATION

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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 [H 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

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2020

Bargaining Unit: 30, 31, 32, 35, 37 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	78,948	131,376	EM 07	Annual	105,792	176,076
	Monthly	6,579	10,948		Monthly	8,816	14,673
	8 hour	303.68	505.28		8 hour	406.88	677.20
	Hourly	37.96	63.16		Hourly	50.86	84.65
EM 02	Annual	82,848	137,988	EM 08	Annual	111,072	184,908
	Monthly	6,904	11,499		Monthly	9,256	15,409
	8 hour	318.64	530.72		8 hour	427.20	711.20
	Hourly	39.83	66.34		Hourly	53.40	88.90
EM 03	Annual	87,036	144,864	ES 01	Annual	114,432	190,440
	Monthly	7,253	12,072		Monthly	9,536	15,870
	8 hour	334.72	557.20		8 hour	440.16	732.48
	Hourly	41.84	69.65		Hourly	55.02	91.56
EM 04	Annual	91,392	152,088	ES 02	Annual	117,852	196,116
	Monthly	7,616	12,674		Monthly	9,821	16,343
	8 hour	351.52	584.96		8 hour	453.28	754.32
	Hourly	43.94	73.12		Hourly	56.66	94.29
EM 05	Annual	95,988	159,708	ES 03	Annual	121,416	202,032
	Monthly	7,999	13,309		Monthly	10,118	16,836
	8 hour	369.20	614.24		8 hour	466.96	777.04
	Hourly	46.15	76.78		Hourly	58.37	97.13
EM 06	Annual	100,740	166,500				
	Monthly	8,395	13,875				
	8 hour	387.44	640.40				
	Hourly	48.43	80.05				