

EXECUTIVE ORDER NO. 21- 03
(Civil Service and Exempt Employees Excluded from Bargaining Units 9 and 11)

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) 9 and 11, the Employer made what they considered to be a reasonable offer; and

WHEREAS, BUs 9 and 11 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 9 and 11, the Employer believes that in fairness to employees who are excluded from BUs 9 and 11, they too, like the other excluded employees, should receive adjustments in salaries and EUTF benefits effective July 1, 2021; and

WHEREAS, the 2021 Legislature passed HB 1297, House Draft 2, Senate Draft 2, Conference Draft 1, 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 9 and 11, as specified in this executive order, for civil service and exempt employees within the executive branch who are excluded from BUs 9 and 11.

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 9 and 11; and Excluded Managerial Compensation Plan (EMCP) employees excluded from BUs 9 and 11:

A. Wages/Salaries

1. Adjustments for non-EMCP civil service and exempt employees excluded from BU 9 (Attachment A).
2. Adjustments for non-EMCP civil service and exempt employees excluded from BU 11 (Attachment B).
4. Adjustments for EMCP employees excluded from BUs 9 and 11 (Attachment C).

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

This adjustment is applicable to civil service and exempt employees excluded from BUs 9 and 11; and EMCP employees excluded from BUs 9 and 11 (Attachment D).

C. Duration – Reopener

1. Adjustments for non-EMCP civil service and exempt employees excluded from BU 9, and EMCP employees excluded from BU 9 (Attachment E).
2. Adjustments for non-EMCP civil service and exempt employees excluded from BU 11, and EMCP employees excluded from BU 11 (Attachment F).

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

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

2

3 **SECTION 32 – WAGES**

4

5 **A. The salary schedule in effect on June 30, 2021, at 11:59:59 p.m., shall**
6 **be designated as Exhibit A.**

7

8 **B. Salary Schedule**

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

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

15

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

19

20 **C. Notwithstanding Section 32-A. Compensation Adjustments, paragraph**
21 **O. Step Movement, there shall be no step movements (catch-up step**
22 **movements, service step movements, intergovernmental movement**
23 **catch-up step movements) or time creditable for step movements**
24 **during the period July 1, 2021 to and including June 30, 2022.**

25

26 **D. For the purposes of the Agreement, the hourly rate of pay shall be**
27 **derived by dividing the annual rate of pay by (the applicable average**
28 **hours of work per week X 52).**

SALARIES

Applicable to EMCP employees excluded from BU 9

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.

Applicable to EMCP employees excluded from BU 11

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 2. Employees shall continue to receive their existing pay from July 1, 2021 through June 30, 2022.

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BUs 9 and 11, and EMCP employees excluded from BUs 9 and 11.

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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:

BENEFIT PLAN	TOTAL EMPLOYER MONTHLY CONTRIBUTION
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

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>
<u>a. Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$1,041.40</u>
<u>b. Dental</u>	<u>\$ 44.28</u>
<u>c. Vision</u>	<u>\$ 6.84</u>
<u>d. 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>
<u>a. Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$1,327.70</u>
<u>b. Dental</u>	<u>\$ 72.78</u>
<u>c. Vision</u>	<u>\$ 8.94</u>
<u>d. 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.

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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)

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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

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

3
4 BENEFIT PLAN

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6 a. Dental

7 b. Vision

8 c. Dual coverage (medical & drug)

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

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

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

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

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

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:**

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

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

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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)**

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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.**

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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.**

1 **Section 55. DURATION.**

2
3 This Agreement shall become effective as of July 1, [2019]**2021** and shall remain
4 in effect to and including June 30, [2021]**2023**. **During the term of this Agreement,**
5 **and not less than ninety (90) days before the beginning of the 2022 legislative**
6 **session, the parties shall meet to continue bargaining in good faith on Section 32.**
7 **Wages. This section shall be negotiated pursuant to Section 89-10, HRS and**
8 **Section 89-11, HRS.**

9 **In the event the parties reach agreement on Section 32. Wages, such**
10 **amendment shall be effective no earlier than July 1, 2022, and shall remain in**
11 **effect to and including June 30, 2023. The entire Unit 11 Agreement shall be**
12 **renewed thereafter in accordance with the statutes unless either party hereto**
13 **gives written notice during the period June 15, [2020]**2022** to June 30, [2020]**2022**, to**
14 **the other party of its desire to modify, amend or terminate the Agreement. Notices**
15 **served under this section shall be in writing and shall be accompanied by complete**
16 **specific proposals of the notifying party, together with the sections which the proposals**
17 **seek to modify, amend or terminate.**

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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				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2020

Bargaining Unit: 34 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	78,804	131,136	EM 07	Annual	105,612	175,764
	Monthly	6,567	10,928		Monthly	8,801	14,647
	8 hour	303.12	504.40		8 hour	406.24	676.00
	Hourly	37.89	63.05		Hourly	50.78	84.50
EM 02	Annual	82,716	137,748	EM 08	Annual	110,880	184,584
	Monthly	6,893	11,479		Monthly	9,240	15,382
	8 hour	318.16	529.84		8 hour	426.48	709.92
	Hourly	39.77	66.23		Hourly	53.31	88.74
EM 03	Annual	86,880	144,612	ES 01	Annual	114,228	190,116
	Monthly	7,240	12,051		Monthly	9,519	15,843
	8 hour	334.16	556.24		8 hour	439.36	731.20
	Hourly	41.77	69.53		Hourly	54.92	91.40
EM 04	Annual	91,224	151,824	ES 02	Annual	117,636	195,780
	Monthly	7,602	12,652		Monthly	9,803	16,315
	8 hour	350.88	583.92		8 hour	452.48	753.04
	Hourly	43.86	72.99		Hourly	56.56	94.13
EM 05	Annual	95,832	159,408	ES 03	Annual	121,200	201,684
	Monthly	7,986	13,284		Monthly	10,100	16,807
	8 hour	368.56	613.12		8 hour	466.16	775.68
	Hourly	46.07	76.64		Hourly	58.27	96.96
EM 06	Annual	100,560	166,212				
	Monthly	8,380	13,851				
	8 hour	386.80	639.28				
	Hourly	48.35	79.91				