

EXECUTIVE ORDER NO. 13-07

WHEREAS, under chapter 89C of the Hawaii Revised Statutes, 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, City and County of Honolulu, and Counties of Hawai'i, Maui and Kaua'i have entered into tentative agreements with the Hawai'i Government Employee Agency (HGEA), as the exclusive representatives for Bargaining Units (BUs) 02, 03, and 04 for the July 1, 2013 through June 30, 2015 collective bargaining agreements, which terms and conditions have been accepted and ratified by the respective bargaining units; 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 elected and appointed officials and employees within the executive branch who are excluded from BUs 02, 03, and 04 (including employees in the Excluded Managerial Compensation Plan (EMCP) who are excluded from BU 04);

NOW, THEREFORE, I, Neil Abercrombie, 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, 2013 through June 30, 2015, the following for the aforementioned groups of employees:

Salaries:

BU 02 – See Attachment A

BU 03 – See Attachment B

BU 04 – See Attachment C

BU 04 EMCP – See Attachment D

Compensation Adjustment:

BU 03 – See Attachment E

BU 04 – See Attachment F

Hawai'i Employer-Union Health Benefits Trust:

BU 02 – See Attachment G

BU 03 – See Attachment H

BU 04 – See Attachment I

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 adjustments;

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;

IT IS FURTHER ORDERED that these provisions are subject to amendment by Executive Order.

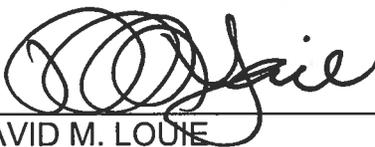
The Director of Human Resources Development shall be responsible for the uniform administration of this Executive Order and is authorized to make any interpretations concerning the applicability of this Executive Order to employees of the State Executive Branch who are excluded from collective bargaining coverage.

DONE at the State Capitol, Honolulu,
State of Hawai'i, this 13th day of
June, 2013.



NEIL ABERCROMBIE
Governor
ACTING GOVERNOR OF HAWAII

APPROVED AS TO FORM:



DAVID M. LOUIE
Attorney General

BU 2
TENTATIVE AGREEMENT
Union: RP
Employer: WOTIF
Date: 9-23-13

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ARTICLE 51 – SALARIES

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

A. The salary schedule in effect on June 30, 2009 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2013:

1. The salary schedule designated as Exhibit A shall be amended to reflect a four percent (4%) increase and such amended schedule shall be designated as Exhibit B.

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

3. Employees not administratively assigned to the salary schedule shall receive a four percent (4%) pay increase.

4. There shall be no step movements during the period July 1, 2013 through June 30, 2014.

C. Subject to the approval of the respective legislative bodies and effective July 1, 2014:

1 1. Step Movement

2
3 a. Employees who were eligible but did not receive a step movement
4 during the period July 1, 2009 through June 30, 2014 in accordance with
5 Paragraph O. of Article 14, Compensation Adjustment, shall receive their
6 step movement on July 1, 2014.

7
8 b. Employees who become eligible for a step movement during the
9 period July 1, 2014 through June 30, 2015 in accordance with Paragraph
10 O. of Article 14, Compensation Adjustment, shall receive their step
11 movement on their step movement date.

12
13 c. Employees who were or become eligible for step movements from
14 July 1, 2009 through June 30, 2014 in accordance with Paragraph O. of
15 Article 14, Compensation Adjustments, shall be credited for service
16 towards step movements as though step movements were granted
17 through the entire period from July 1, 2009 through June 30, 2014.

18
19 d. Notwithstanding C.1.a., C.1.b. and C.1.c. above, no employee shall
20 receive more than two (2) step movements during the period July 1, 2014
21 through June 30, 2015.

22
23 2. Salary Schedule

24
25 a. The salary schedule designated as Exhibit B shall be amended to
26 reflect a two percent (2%) increase and such amended schedule shall be
27 designated as Exhibit C.

28
29 b. Following C.2.a. above, Employees shall be placed on the
30 corresponding pay range and step of Exhibit C.

1 c. Employees not administratively assigned to the salary schedule
2 shall receive a two percent (2%) pay increase.

3
4 D. Subject to the approval of the respective legislative bodies and
5 effective ^{July 1, 2014} ~~January 1, 2015~~ ^{June 30} ~~December 31,~~
6 2014 and are either on the maximum step or not administratively assigned to the
7 salary schedule shall receive a one-time lump sum payment of one thousand
8 (\$1,000) dollars.

sh
4/23/13

ARTICLE 53 – SALARIES

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

A. The salary schedule in effect on June 30, 2009 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2013:

1. The salary schedule designated as Exhibit A shall be amended to reflect the addition of a Step M for each respective salary range. The pay rate for Step M shall be four percent (4%) greater than the Step L pay rate for each salary range and such amended schedule shall be designated as Exhibit B. The required years of service to move to Step M shall be three (3) years at Step L.

2. Notwithstanding Paragraph O. of Article 14, Compensation Adjustment, all Employees who are employed as of June 30, 2013 shall receive a step movement on July 1, 2013.

3. No employee shall receive more than one (1) step movement during the period July 1, 2013 through June 30, 2015.

4. Employees who are employed as of June 30, 2013 and not administratively assigned to the salary schedule shall receive a one-time lump sum payment of one thousand five hundred (\$1,500) dollars.

C. Subject to the approval of the respective legislative bodies and effective July 1, 2014:

1 1. The salary schedule designated as Exhibit B shall be amended to
2 reflect a four percent (4%) increase and such amended schedule shall be
3 designated as Exhibit C.

4
5 2. Following C.1. above, Employees shall be placed on the
6 corresponding pay range and step of Exhibit C, provided that Employees whose
7 basic rate of pay on June 30, ²⁰¹⁴~~2009~~, falls between two steps or exceeds the
8 maximum step of their pay range shall receive a four percent (4%) increase.

SA
4/25/13

9
10 3. Employees not administratively assigned to the salary schedule
11 shall receive a four percent (4%) pay increase.

1 1. The salary schedule designated as Exhibit B shall be amended to
2 reflect a four percent (4%) increase and such amended schedule shall be
3 designated as Exhibit C.

4
5 2. Following C.1. above, Employees shall be placed on the
6 corresponding pay range and step of Exhibit C, provided that Employees whose
7 basic rate of pay on June 30, ²⁰¹⁴~~2009~~, falls between two steps or exceeds the
8 maximum step of their pay range shall receive a four percent (4%) increase.

SA 12P
4/23/13

9
10 3. Employees not administratively assigned to the salary schedule
11 shall receive a four percent (4%) pay increase.

Salaries

This adjustment is applicable to employees in the EMCP excluded from BU 2 and 4.

A. Effective July 1, 2013:

1. The salary schedule in effect on June 30, 2013 shall be amended by increasing the minimum and maximum rates by four percent (4%).
2. All Employees who are employed as of June 30, 2013 shall receive a four percent (4%) increase to their basic rate of pay.

B. Effective July 1, 2014:

1. The salary schedule in effect on June 30, 2014 shall be amended by increasing the minimum and maximum rates by four percent (4%).
2. All Employees who are employed as of June 30, 2014 shall receive a four percent (4%) increase to their basic rate of pay.

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2013
Bargaining Unit: 30, 31 Excluded Managerial

ATTACHMENT D

Grade	Frequency	Min	Max	Grade	Frequency	Min	Max
EM 01	Annual	61,392	87,360	ES 01	Annual	88,980	126,624
	Monthly	5,116	7,280		Monthly	7,415	10,552
	8 hour	236.16	336.00		8 hour	342.24	487.04
	Hourly	29.52	42.00		Hourly	42.78	60.88
EM 02	Annual	64,440	91,764	ES 02	Annual	91,656	130,452
	Monthly	5,370	7,647		Monthly	7,638	10,871
	8 hour	247.84	352.96		8 hour	352.56	501.76
	Hourly	30.98	44.12		Hourly	44.07	62.72
EM 03	Annual	67,692	96,324	ES 03	Annual	94,428	134,352
	Monthly	5,641	8,027		Monthly	7,869	11,196
	8 hour	260.32	370.48		8 hour	363.20	516.72
	Hourly	32.54	46.31		Hourly	45.40	64.59
EM 04	Annual	71,064	101,160				
	Monthly	5,922	8,430				
	8 hour	273.36	389.04				
	Hourly	34.17	48.63				
EM 05	Annual	74,628	106,200				
	Monthly	6,219	8,850				
	8 hour	287.04	408.48				
	Hourly	35.88	51.06				
EM 06	Annual	78,348	111,552				
	Monthly	6,529	9,296				
	8 hour	301.36	429.04				
	Hourly	37.67	53.63				
EM 07	Annual	82,272	117,096				
	Monthly	6,856	9,758				
	8 hour	316.40	450.40				
	Hourly	39.55	56.30				
EM 08	Annual	86,364	122,940				
	Monthly	7,197	10,245				
	8 hour	332.16	472.88				
	Hourly	41.52	59.11				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

ATTACHMENT D

Effective Date: 07/01/2014
Bargaining Unit: 30, 31 Excluded Managerial

		Min	Max		Min	Max	
EM 01	Annual	63,852	90,852	ES 01	Annual	92,544	131,688
	Monthly	5,321	7,571		Monthly	7,712	10,974
	8 hour	245.60	349.44		8 hour	355.92	506.48
	Hourly	30.70	43.68		Hourly	44.49	63.31
EM 02	Annual	67,020	95,436	ES 02	Annual	95,328	135,672
	Monthly	5,585	7,953		Monthly	7,944	11,306
	8 hour	257.76	367.04		8 hour	366.64	521.84
	Hourly	32.22	45.88		Hourly	45.83	65.23
EM 03	Annual	70,404	100,176	ES 03	Annual	98,208	139,728
	Monthly	5,867	8,348		Monthly	8,184	11,644
	8 hour	270.80	385.28		8 hour	377.76	537.44
	Hourly	33.85	48.16		Hourly	47.22	67.18
EM 04	Annual	73,908	105,204				
	Monthly	6,159	8,767				
	8 hour	284.24	404.64				
	Hourly	35.53	50.58				
EM 05	Annual	77,616	110,448				
	Monthly	6,468	9,204				
	8 hour	298.56	424.80				
	Hourly	37.32	53.10				
EM 06	Annual	81,480	116,016				
	Monthly	6,790	9,668				
	8 hour	313.36	446.24				
	Hourly	39.17	55.78				
EM 07	Annual	85,560	121,776				
	Monthly	7,130	10,148				
	8 hour	329.04	468.40				
	Hourly	41.13	58.55				
EM 08	Annual	89,820	127,860				
	Monthly	7,485	10,655				
	8 hour	345.44	491.76				
	Hourly	43.18	61.47				

1 bargaining unit 03 were it not excluded therefrom, provided there is no
2 break in service.

3
4 b. "Break in service," for purposes of this paragraph, means a
5 separation from service or a movement out of the bargaining unit;
6 provided that a new appointment within the bargaining unit on the next
7 consecutive work day shall not constitute a break in service.

8
9 c. Service throughout a work year shall be creditable for a step
10 movement provided that the following shall be considered time not
11 creditable:

12
13 1) absences without pay, except as provided in
14 subparagraph 4.d. below;

15
16 2) absences due to suspension; or

17
18 3) any period of substandard performance.

19
20 d. A period of authorized leave without pay for the following
21 purposes shall be construed as creditable service:

22
23 1) to be on sabbatical leave;

24
25 2) to recuperate from an injury for which workers'
26 compensation weekly payments are made, or

27
28 3) to be on military service where the President of the
29 United States or the governor of the State has called the Employee
30 to active duty.

31

1 5. Determining Step Movement Date.

2
3 a. Subject to adjustment for all periods of time not creditable as
4 provided in subparagraph 4.c., the step movement date shall be
5 determined as follows:

6
7 1) For Employees in the bargaining unit as of June 30,
8 1991, the step movement date shall be determined by the most
9 recent date of hire.

10
11 2) For Employees who enter a position in the bargaining
12 unit after June 30, 1991, the step movement date shall be
13 determined by the date the Employee initially entered a position in
14 the bargaining unit.

15
16 3) For Employees who re-enter a position in the
17 bargaining unit after June 30, 1991, the step movement date shall
18 be determined by the date the Employee re-entered a position in
19 the bargaining unit.

20
21 b. The Employee's step movement date determined under 5.a.
22 shall not be adjusted upon movement to another position in the bargaining
23 unit without a break in service, regardless of Employer jurisdiction.

24
25 6. Eligibility for Step Movement.

26
27 a. Any Employee who is at a step or rate below the maximum
28 step of the pay range shall be eligible for and shall receive a step
29 movement on the Employee's step movement date, provided the
30 Employee has completed the minimum number of years of satisfactory
31 creditable service required for advancement to the next higher step.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

Effective July 1, 1995, the minimum number of years of satisfactory creditable service required for advancement to the next higher step shall be as specified in the following:

Existing Step	Minimum No. of Years of Creditable Service at Existing Step Before Movements to Next Step
A	1
B	1
C	2
D	3
E	3
F	3
G	3
H	3
I	3
J	3
K	3
<u>L</u>	<u>3</u>

b. The Employee shall not be entitled to receive a step movement on a date earlier than the Employee's step movement date and any time earned in excess of the minimum time required for the step movement is voided upon movement to the next higher step in the same pay range.

7. Effect of Personnel Actions.

a. Promotion, Demotion, Reallocation or Repricing

1 Notwithstanding subparagraph 6. above, an Employee who is
2 promoted, demoted or whose position is reallocated or repriced to another
3 pay range shall be credited with time earned in the former pay range or
4 pay ranges toward eligibility for a step movement in the new pay range.

5
6 b. Transfer or Reallocation to a Class at Same Pay Range

7
8 An Employee who is transferred or whose position is reallocated to
9 a class in the same pay range shall not lose time earned toward eligibility
10 for a step movement increase.

11
12 c. Return to Position Following Release from Limited Term,
13 Provisional or New Probationary Appointment

14
15 An Employee who returns to the Employee's permanent position
16 following release from a limited term, provisional or new probationary
17 appointment, whether from a position within the bargaining unit or from a
18 position outside the bargaining unit, shall be credited with service
19 rendered as though the Employee had remained in the former position
20 continuously.

21
22 8. Crediting Service Applicable for Step Movement Beginning July 1,
23 1993.

24
25 a. For Employees in the bargaining unit as of June 30, 1991,
26 time earned toward eligibility for a step movement under this paragraph
27 shall begin with service rendered as of July 1, 1991.

28
29 b. For Employees who entered the bargaining unit on or after
30 July 1, 1991, time earned toward eligibility for a step movement under this

1 paragraph shall begin with service rendered from the date the Employee
2 entered the bargaining unit.

3
4 c. For the period July 1, 1991 to June 30, 1993, the maximum
5 service time eligible to be earned under this subparagraph shall be twenty-
6 four (24) months. This service time shall only be creditable for one step
7 movement.

8
9 d. Step movements under this paragraph shall take place no
10 earlier than July 1, 1993.

11
12 P. Other Compensation Adjustments.

13
14 Compensation adjustments not expressly provided for by this Agreement
15 but necessitated by authorized personnel movements or situations shall be made
16 by the chief personnel or human resources executive, as applicable; provided
17 that consultation shall take place with the Union prior to effecting any
18 adjustments under this paragraph.

BU 4
Tentative Agreement
Union UP
Employer NEA
Date 4-22-13

1 **ARTICLE 14 - COMPENSATION ADJUSTMENT**

2
3 A. through N. No change to existing language.

4
5 O. Step Movements.

6
7 1. All step movement costs under this paragraph shall be included in
8 the costs of collective bargaining and submitted to the respective legislative
9 bodies for approval at the appropriate time.

10
11 2. For purposes of this paragraph, wherever the terms "bargaining
12 unit" or "bargaining unit 04" appear, it shall also include bargaining unit 03.

13
14 3. The following definitions shall be applicable to this paragraph:

15
16 a. "Step movement" means the movement of an Employee to
17 the next step within the same pay range which rate immediately exceeds
18 the Employee's basic rate of pay.

19
20 b. "Step movement date" means the date the Employee is to
21 be granted a step movement after rendering the minimum number of
22 years of creditable service.

23
24 4. In determining creditable service for step movement, the following
25 shall apply:

26
27 a. "Service" means employment service on a step in any
28 Employer jurisdiction in an existing or former position which is or has been
29 included in bargaining unit 04 or which would have been included in

1 bargaining unit 04 were it not excluded therefrom, provided there is no
2 break in service.

3
4 b. "Break in service," for purposes of this paragraph, means a
5 separation from service or a movement out of the bargaining unit;
6 provided that a new appointment within the bargaining unit on the next
7 consecutive work day shall not constitute a break in service.

8 c. Service throughout a work year shall be creditable for a step
9 movement provided that the following shall be considered time not
10 creditable:

11
12 1) absences without pay, except as provided in
13 subparagraph 4.d. below;

14
15 2) absences due to suspension; or

16
17 3) any period of substandard performance.

18
19 d. A period of authorized leave without pay for the following
20 purposes shall be construed as creditable service:

21
22 1) to be on sabbatical leave,

23
24 2) to recuperate from an injury for which workers'
25 compensation weekly payments are made, or

26
27 3) to be on military service where the President of the
28 United States or the governor of the State has called the Employee
29 to active duty.

30
31 5. Determining Step Movement Date.

1

2

a. Subject to adjustment for all periods of time not creditable as provided in subparagraph 4.c., the step movement date shall be determined as follows:

3

4

5

6

1) For Employees in the bargaining unit as of June 30, 1991, the step movement date shall be determined by the most recent date of hire.

7

8

9

10

2) For Employees who enter a position in the bargaining unit after June 30, 1991, the step movement date shall be determined by the date the Employee initially entered a position in the bargaining unit.

11

12

13

14

15

16

17

18

3) For Employees who re-enter a position in the bargaining unit after June 30, 1991, the step movement date shall be determined by the date the Employee re-entered a position in the bargaining unit.

19

20

21

22

b. The Employee's step movement date determined under 5.a. shall not be adjusted upon movement to another position in the bargaining unit without a break in service, regardless of Employer jurisdiction.

23

24

6. Eligibility for Step Movement.

25

26

27

28

29

30

31

a. Any Employee who is at a step below the maximum step of the pay range shall be eligible for and shall receive a step movement on the Employee's step movement date, provided the Employee has completed the minimum number of years of satisfactory creditable service required for advancement to the next higher step.

1 Effective July 1, 1995, the minimum number of years of satisfactory
 2 creditable service required for advancement to the next higher step shall
 3 be as specified in the following:

<u>Existing Step</u>	<u>Minimum Number of Years of Creditable Service at Existing Step Before Movement to Next Step</u>
----------------------	--

7	A	1
8	B	1
9	C	2
10	D	3
11	E	3
12	F	3
13	G	3
14	H	3
15	I	3
16	J	3
17	K	3
18	<u>L</u>	<u>3</u>

19
 20 b. The Employee shall not be entitled to receive a step
 21 movement on a date earlier than the Employee's step movement date and
 22 any time earned in excess of the minimum time required for the step
 23 movement is voided upon movement to the next higher step in the same
 24 pay range.

25
 26 7. Effect of Personnel Actions.

27
 28 a. Promotion, Demotion, Reallocation or Repricing.

29
 30 Notwithstanding subparagraph 6 above, an Employee who is
 31 promoted, demoted or whose position is reallocated or repriced to another

1 pay range shall be credited with time earned in the former pay range or
2 pay ranges toward eligibility for a step movement in the new pay range.

3
4 b. Transfer or Reallocation to a Class at Same Pay Range.

5
6 An Employee who is transferred or whose position is reallocated to
7 a class in the same pay range shall not lose time earned toward eligibility
8 for a step movement increase.

9
10 c. Return to Position Following Release from Limited Term,
11 Provisional or New Probationary Appointment.

12
13 An Employee who returns to the Employee's permanent position
14 following release from a limited term, provisional or new probationary
15 appointment, whether from a position within the bargaining unit or from a
16 position outside the bargaining unit, shall be credited with service
17 rendered as though the Employee had remained in the former position
18 continuously.

19
20 8. Crediting Service Applicable for Step Movement Beginning July 1,
21 1993.

22
23 a. For Employees in the bargaining unit as of June 30, 1991,
24 time earned toward eligibility for a step movement under this paragraph
25 shall begin with service rendered as of July 1, 1991.

26
27 b. For Employees who entered the bargaining unit on or after
28 July 1, 1991, time earned toward eligibility for a step movement under this
29 paragraph shall begin with service rendered from the date the Employee
30 entered the bargaining unit.

31

1 c. For the period July 1, 1991 to June 30, 1993, the maximum
2 service time eligible to be earned under this subparagraph shall be twenty-
3 four (24) months. This service time shall only be creditable for one step
4 movement.

5
6 d. Step movements under this paragraph shall take place no
7 earlier than July 1, 1993.

8
9 P. Other Compensation Adjustments.

10
11 Compensation adjustments not expressly provided for by this Agreement
12 but necessitated by authorized personnel movements or situations shall be made
13 by the chief personnel or human resources executive, as applicable; provided
14 that consultation shall take place with the Union prior to effecting any
15 adjustments under this paragraph.

16

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 52
HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST

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

- A. "Health Benefit Plan" shall mean the medical PPO or HMO, prescription drug, dental, vision, and dual coverage medical plans.
- B. Effective July 1, 2013

Subject to the applicable provisions of Chapters 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of the Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2013, 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 MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical & chiro)</u>	<u>\$208.38</u>
<u>b. Dental</u>	<u>\$18.36</u>

1 c. Vision \$3.62

2

3 d. Dual coverage (medical, drug, chiro):

4 (1)HMSA \$136.94

5

6 (2) Royal State \$26.54

7

8 e. Drug Plan \$42.60

9

10 The Employer shall pay the same monthly contribution for each member
 11 enrolled in a self only medical plan (PPO or HMO), regardless of which
 12 plan is chosen.

13

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

16

<u>BENEFIT PLAN</u>	<u>TOTAL</u> <u>MONTHLY</u> <u>CONTRIBUTION</u>
---------------------	---

17

18

19

20 a. Medical (PPO or HMO) (medical & chiro) \$505.10

21

22 b. Dental \$36.72

23

24 c. Vision \$6.68

25

26 d. Dual coverage (medical, drug, chiro)

27 (1)HMSA \$331.64

28

29 (2) Royal State \$65.28

30

31 e. Drug Plan \$103.34

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

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.

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 MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical & chiro)</u>	<u>\$644.28</u>
<u>b. Dental</u>	<u>\$60.36</u>
<u>c. Vision</u>	<u>\$8.76</u>
<u>d. Dual coverage (medical, drug, & chiro)</u>	
<u>(1)HMSA</u>	<u>\$423.16</u>
<u>(2) Royal State</u>	<u>\$73.76</u>
<u>e. Drug Plan</u>	<u>\$131.82</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.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$ 4.16 per month which reflects one hundred percent (100%) of the premium and administrative fee.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

C. Effective July 1, 2014

Effective July 1, 2014 for plan year 2014-2015, with the exception of items 1a., 2a., 3a., and 4., which shall be the dollar amounts noted, 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 (60%) of all administrative fees

1. The amounts paid by the Employer shall be based on the plan year 2014-2015 monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health plans:

- | | |
|--|-----------------|
| <u>a. Medical (PPO or HMO) (& chiro)</u> | <u>\$218.38</u> |
| <u>b. Dental</u> | |
| <u>c. Vision</u> | |
| <u>d. Dual coverage (medical, drug, & chiro)</u> | |
| <u>(1) HMSA</u> | |
| <u>(2) Royal State</u> | |
| <u>e. Drug Plan</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.

2. The amounts paid by the Employer shall be based on the plan year 2014-2015 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health plans:

- | | |
|--|-----------------|
| <u>a. Medical (PPO or HMO) (& chiro)</u> | <u>\$525.10</u> |
|--|-----------------|

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

- b. Dental
- c. Vision
- d. Dual coverage (medical, drug, & chiro)
 - (1) HMSA
 - (2) Royal State
- e. Drug Plan

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.

3. The amounts paid by the Employer shall be based on the plan year 2014-2015 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 plans:

- a. Medical (PPO or HMO) (& chiro) \$674.28
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug, & chiro)
 - (1) HMSA
 - (2) Royal State
- e. Drug Plan

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.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay no more than \$4.12 per month which reflects one hundred percent (100%) of the monthly premium. The employer shall also pay one hundred percent (100%) of all

1 administrative fees.

2
3
4 D. No later than three (3) weeks after the Trust Fund Board formally
5 establishes and adopts the final premium rates for Fiscal Years 2014-2015,
6 the Office of Collective Bargaining shall distribute the final calculation of the
7 Employers' monthly contribution amounts for each health benefit plan.

8
9 E. Payment For Plans Eliminated Or Abolished. The Employer shall make no
10 payments for any and all premiums for any portion or part of a Trust Fund
11 health benefit plan that the Trust Fund Board eliminates or abolishes.

12
13 F. Rounding Employer's Monthly Contribution. Whenever the Employer's
14 monthly contribution (premium plus administrative fee) to the Trust Fund is
15 less than one hundred percent (100%) of the monthly premium amount,
16 such monthly contribution shall be rounded to the nearest cent as provided
17 below:

18
19 1. When rounding to the nearest cent results in an even amount, such
20 even amount shall be the Employer's monthly contribution. For
21 example:

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

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

24
25 2. When rounding to the nearest cent results in an odd amount, round
26 to the lower even cent, and such even amount shall be the
27 Employer's monthly contribution. For example:

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

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

30
31 Employer contributions effective July 1, 2013 and contributions effective

1
2
3
4
5
6
7
8
9
10
11
12
13
14

July 1, 2014 for items 1a, 2a, and 3a, reflect the rounding described in item F.

Employer contributions effective July 1, 2014, shall be rounded as described in item F after administrative fees have been determined by the Trust Fund Board.

G. If an agreement covering period(s) beyond the term of this agreement is not executed by June 30, 2015, employer contributions to the Trust Fund shall be the same monthly contribution amounts paid in plan year 2014-2015 for the Health Benefit Plan approved by the Trust Fund including monthly administrative fee.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 54
HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST

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

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

B. Effective July 1, 2013

Subject to the applicable provisions of Chapters 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of the Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2013, 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 MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical & chiro)</u>	<u>\$208.38</u>
<u>b. Dental</u>	<u>\$18.36</u>

1 c. Vision \$3.62

2

3 d. Dual coverage (medical, drug, chiro):

4 (1)HMSA \$136.94

5

6 (2) Royal State \$26.54

7

8 e. Drug Plan \$42.60

9

10 The Employer shall pay the same monthly contribution for each member
 11 enrolled in a self only medical plan (PPO or HMO), regardless of which
 12 plan is chosen.

13

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

16

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

<u>a. Medical (PPO or HMO) (medical & chiro)</u>	<u>\$505.10</u>
--	-----------------

21

<u>b. Dental</u>	<u>\$36.72</u>
------------------	----------------

23

<u>c. Vision</u>	<u>\$6.68</u>
------------------	---------------

25

26 d. Dual coverage (medical, drug, chiro)

<u>(1)HMSA</u>	<u>\$331.64</u>
----------------	-----------------

28

<u>(2) Royal State</u>	<u>\$65.28</u>
------------------------	----------------

29

<u>e. Drug Plan</u>	<u>\$103.34</u>
---------------------	-----------------

31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

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.

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 MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical & chiro)</u>	<u>\$644.28</u>
<u>b. Dental</u>	<u>\$60.36</u>
<u>c. Vision</u>	<u>\$8.76</u>
<u>d. Dual coverage (medical, drug, & chiro)</u>	
<u>(1)HMSA</u>	<u>\$423.16</u>
<u>(2) Royal State</u>	<u>\$73.76</u>
<u>e. Drug Plan</u>	<u>\$131.82</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.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$ 4.16 per month which reflects one hundred percent (100%) of the premium and administrative fee.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

C. Effective July 1, 2014

Effective July 1, 2014 for plan year 2014-2015, with the exception of items 1a., 2a., 3a., and 4., which shall be the dollar amounts noted, 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 (60%) of all administrative fees

1. The amounts paid by the Employer shall be based on the plan year 2014-2015 monthly premium rates established by the Trust Fund for each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (& chiro) \$218.38
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug, & chiro)
 - (1) HMSA
 - (2) Royal State
- e. Drug Plan

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.

2. The amounts paid by the Employer shall be based on the plan year 2014-2015 final monthly premium rates established by the Trust Fund for each Employee-Beneficiary with one dependent-beneficiary enrolled in the following Trust Fund health plans:

- a. Medical (PPO or HMO) (& chiro) \$525.10

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

- b. Dental
- c. Vision
- d. Dual coverage (medical, drug, & chiro)
 - (1) HMSA
 - (2) Royal State
- e. Drug Plan

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.

3. The amounts paid by the Employer shall be based on the plan year 2014-2015 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 plans:

- a. Medical (PPO or HMO) (& chiro) \$674.28
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug, & chiro)
 - (1) HMSA
 - (2) Royal State
- e. Drug Plan

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.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay no more than \$4.12 per month which reflects one hundred percent (100%) of the monthly premium. The employer shall also pay one hundred percent (100%) of all

1 administrative fees.

2
3
4 D. No later than three (3) weeks after the Trust Fund Board formally
5 establishes and adopts the final premium rates for Fiscal Years 2014-2015,
6 the Office of Collective Bargaining shall distribute the final calculation of the
7 Employers' monthly contribution amounts for each health benefit plan.

8
9 E. Payment For Plans Eliminated Or Abolished. The Employer shall make no
10 payments for any and all premiums for any portion or part of a Trust Fund
11 health benefit plan that the Trust Fund Board eliminates or abolishes.

12
13 F. Rounding Employer's Monthly Contribution. Whenever the Employer's
14 monthly contribution (premium plus administrative fee) to the Trust Fund is
15 less than one hundred percent (100%) of the monthly premium amount,
16 such monthly contribution shall be rounded to the nearest cent as provided
17 below:

18
19 1. When rounding to the nearest cent results in an even amount, such
20 even amount shall be the Employer's monthly contribution. For
21 example:

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

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

24
25 2. When rounding to the nearest cent results in an odd amount, round
26 to the lower even cent, and such even amount shall be the
27 Employer's monthly contribution. For example:

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

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

30
31 Employer contributions effective July 1, 2013 and contributions effective

1 July 1, 2014 for items 1a, 2a, and 3a, reflect the rounding described in
2 item F.

3
4 Employer contributions effective July 1, 2014, shall be rounded as
5 described in item F after administrative fees have been determined by
6 the Trust Fund Board.

7
8 G. If an agreement covering period(s) beyond the term of this agreement is not
9 executed by June 30, 2015, employer contributions to the Trust Fund shall
10 be the same monthly contribution amounts paid in plan year 2014-2015 for
11 the Health Benefit Plan approved by the Trust Fund including monthly
12 administrative fee.

13
14

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE 52
HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST

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

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

B. Effective July 1, 2013

Subject to the applicable provisions of Chapters 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of the Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective July 1, 2013, 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 MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical & chiro)</u>	<u>\$208.38</u>
<u>b. Dental</u>	<u>\$18.36</u>

1 c. Vision \$3.62

2

3 d. Dual coverage (medical, drug, chiro):

4 (1)HMSA \$136.94

5

6 (2) Royal State \$26.54

7

8 e. Drug Plan \$42.60

9

10 The Employer shall pay the same monthly contribution for each member
 11 enrolled in a self only medical plan (PPO or HMO), regardless of which
 12 plan is chosen.

13

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

16

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

<u>a. Medical (PPO or HMO) (medical & chiro)</u>	<u>\$505.10</u>
--	-----------------

21

<u>b. Dental</u>	<u>\$36.72</u>
------------------	----------------

23

<u>c. Vision</u>	<u>\$6.68</u>
------------------	---------------

25

26 d. Dual coverage (medical, drug, chiro)

<u>(1)HMSA</u>	<u>\$331.64</u>
----------------	-----------------

28

<u>(2) Royal State</u>	<u>\$65.28</u>
------------------------	----------------

29

<u>e. Drug Plan</u>	<u>\$103.34</u>
---------------------	-----------------

31

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

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.

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 MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical & chiro)</u>	<u>\$644.28</u>
<u>b. Dental</u>	<u>\$60.36</u>
<u>c. Vision</u>	<u>\$8.76</u>
<u>d. Dual coverage (medical, drug, & chiro)</u>	
<u>(1)HMSA</u>	<u>\$423.16</u>
<u>(2) Royal State</u>	<u>\$73.76</u>
<u>e. Drug Plan</u>	<u>\$131.82</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.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay \$ 4.16 per month which reflects one hundred percent (100%) of the premium and administrative fee.

1
2 C. Effective July 1, 2014

3
4 Effective July 1, 2014 for plan year 2014-2015, with the exception of items 1a.,
5 2a., 3a., and 4., which shall be the dollar amounts noted, the Employer shall pay
6 a specific dollar amount equivalent to sixty percent (60%) of the final premium
7 rates established by the Trust Fund Board for the respective health benefit plan,
8 plus sixty (60%) of all administrative fees

9
10 1. The amounts paid by the Employer shall be based on the plan year
11 2014-2015 monthly premium rates established by the Trust Fund
12 for each Employee-Beneficiary with no dependent-beneficiaries
13 enrolled in the following Trust Fund health plans:

14
15 a. Medical (PPO or HMO) (& chiro) \$218.38

16 b. Dental

17 c. Vision

18 d. Dual coverage (medical, drug, & chiro)

19 (1) HMSA

20 (2) Royal State

21 e. Drug Plan

22
23 The Employer shall pay the same monthly contribution for each
24 member enrolled in a self only medical plan (PPO or HMO),
25 regardless of which plan is chosen.

26
27 2. The amounts paid by the Employer shall be based on the plan
28 year 2014-2015 final monthly premium rates established by the
29 Trust Fund for each Employee-Beneficiary with one dependent-
30 beneficiary enrolled in the following Trust Fund health plans:

31 a. Medical (PPO or HMO) (& chiro) \$525.10

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31

- b. Dental
- c. Vision
- d. Dual coverage (medical, drug, & chiro)
 - (1) HMSA
 - (2) Royal State
- e. Drug Plan

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.

3. The amounts paid by the Employer shall be based on the plan year 2014-2015 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 plans:

- a. Medical (PPO or HMO) (& chiro) \$674.28
- b. Dental
- c. Vision
- d. Dual coverage (medical, drug, & chiro)
 - (1) HMSA
 - (2) Royal State
- e. Drug Plan

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.

4. For each Employee-Beneficiary enrolled in the Trust Fund group life insurance plan, the Employer shall pay no more than \$4.12 per month which reflects one hundred percent (100%) of the monthly premium. The employer shall also pay one hundred percent (100%) of all

1 administrative fees.

2
3
4 D. No later than three (3) weeks after the Trust Fund Board formally
5 establishes and adopts the final premium rates for Fiscal Years 2014-2015,
6 the Office of Collective Bargaining shall distribute the final calculation of the
7 Employers' monthly contribution amounts for each health benefit plan.

8
9 E. Payment For Plans Eliminated Or Abolished. The Employer shall make no
10 payments for any and all premiums for any portion or part of a Trust Fund
11 health benefit plan that the Trust Fund Board eliminates or abolishes.

12
13 F. Rounding Employer's Monthly Contribution. Whenever the Employer's
14 monthly contribution (premium plus administrative fee) to the Trust Fund is
15 less than one hundred percent (100%) of the monthly premium amount,
16 such monthly contribution shall be rounded to the nearest cent as provided
17 below:

18
19 1. When rounding to the nearest cent results in an even amount, such
20 even amount shall be the Employer's monthly contribution. For
21 example:

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

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

24
25 2. When rounding to the nearest cent results in an odd amount, round
26 to the lower even cent, and such even amount shall be the
27 Employer's monthly contribution. For example:

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

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

30
31 Employer contributions effective July 1, 2013 and contributions effective

1 July 1, 2014 for items 1a, 2a, and 3a, reflect the rounding described in
2 item F.

3
4 Employer contributions effective July 1, 2014, shall be rounded as
5 described in item F after administrative fees have been determined by
6 the Trust Fund Board.

7
8 G. If an agreement covering period(s) beyond the term of this agreement is not
9 executed by June 30, 2015, employer contributions to the Trust Fund shall
10 be the same monthly contribution amounts paid in plan year 2014-2015 for
11 the Health Benefit Plan approved by the Trust Fund including monthly
12 administrative fee.

13
14