

**EXECUTIVE ORDER NO. 14- 02**

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, and Hawai'i Health Systems Corporation, have entered into a Memorandum of Agreement with the Hawai'i Government Employees Association, as the exclusive representative for Bargaining Unit 09 (BU 09) for the July 1, 2013 through June 30, 2015 collective bargaining agreement, which terms and conditions have been accepted and ratified by the bargaining unit; 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 employees within the executive branch who are excluded from BU 09;

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 the following for civil service and exempt employees excluded from BU 09; and employees in the Excluded Managerial Compensation Plan (EMCP) excluded from BU 09:

**Effective January 1, 2014:**

**Differential** – See Attachment A.

This adjustment is applicable to employees in the EMCP excluded from BU 09 and exempt and civil service employees excluded from BU 09.

**Salaries** – See Attachment B.

This adjustment is applicable to non-EMCP exempt and civil service employees excluded from BU 09.

**Salaries** – See Attachment C.

This adjustment is applicable to employees in the EMCP excluded from BU 09.

**Hawai'i Employer-Union Health Benefits Trust Fund** - See Attachment D.

This adjustment is applicable to employees in the EMCP excluded from BU 09 and exempt and civil service employees excluded from BU 09.

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) employees hired for 89 days or less; and (3) 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 19<sup>th</sup> day of  
May, 2014

  
\_\_\_\_\_  
NEIL ABERCROMBIE  
Governor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DAVID M. LOUIE  
Attorney General

**Attachment A**



1 to 6:00 a.m. for 12-hour shift Employees), the Employee shall be paid the  
2 differential for all hours of such shift worked on an overtime basis. It is further  
3 provided that the Employee's basic compensation plus the night differential  
4 earned will be used in determining the cash payment for overtime work pursuant  
5 to the provision on Overtime contained in this Agreement.

6  
7 C. For the purpose of granting night differential for a portion of an  
8 hour, the Employee will be paid [~~one dollar (\$1.00)~~] **one dollar and seventy-five**  
9 **cents (\$1.75)** for one-half (1/2) hour or less of work and [~~two dollars (\$2.00)~~]  
10 **three dollars and fifty cents (\$3.50)** for more than one-half (1/2) hour of work.  
11 [~~Effective July 1, 2008, for the purpose of granting night differential for a portion~~  
12 ~~of an hour, the Employee will be paid one dollar and twenty five cents (\$1.25) for~~  
13 ~~one half (1/2) hour or less of work and two dollars and fifty cents (\$2.50) for more~~  
14 ~~than one half (1/2) hour of work.]~~

**Attachment B**

Bargaining Unit 9  
TENTATIVE AGREEMENT  
Union: 74  
Employer: [Signature]  
Date: 2-13-14

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**ARTICLE 56 - SALARIES**

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

A. Subject to the approval of the respective legislative bodies and effective January 1, 2014:

1. Step Movement:

a. Employees who were eligible for step movements during the period July 1, 2013 through December 31, 2013 in accordance with the step movement plan provided in C. below, shall receive their step movements effective January 1, 2014 as though step movements were granted for the period July 1, 2013 through December 31, 2013; provided that there shall be no retroactive payments.

b. For the period January 1, 2014 through June 30, 2014, Employees who are eligible for step movements shall receive their step movements on the first day of the pay period immediately following the completion of the required amount of service. Step movements shall occur as provided in C. below.

2. Salary Schedule:

a. The Salary Schedule in effect on December 31, 2013 shall be amended to reflect a four percent (4%) across-the-board increase and such amended schedule shall be designated as Exhibit A.

b. Following A.2.a. above, Employees shall be placed on the corresponding salary range and step of Exhibit A, provided that

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Employees whose basic rate of pay on December 31, 2013 exceeds the maximum step of their pay range shall receive a four percent (4%) increase and shall remain above the maximum rate of the salary range.

c. Employees not administratively assigned to the Salary Schedule shall receive a four percent (4%) pay increase.

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

1. Step Movement:

a. For the period July 1, 2014 through June 30, 2015, Employees who are eligible for step movements shall receive their step movements on the first day of the pay period immediately following the completion of the required amount of service. Step movements shall occur as provided in C. below.

2. Salary Schedule:

a. The Salary Schedule designated as Exhibit A shall be amended to reflect a four and three-tenths percent (4.3%) across-the-board increase and such amended schedule shall be re-designated as Exhibit B.

b. Following B.2.a. above, Employees shall be placed on the corresponding salary range and step of Exhibit B, provided that Employees whose basic rate of pay on June 30, 2014 exceeds the maximum step of their pay range shall receive a four and three-tenths percent (4.3%) increase and shall remain above the maximum rate of the salary range.

1           c. Employees not administratively assigned to the Salary Schedule  
2           shall receive a four and three-tenths percent (4.3%) pay increase.

3

4           C. Step Movement Plan:

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6           1. Following A.1.a., A.1.b. and B.1.a. above, Employees shall move to their  
7           appropriate step on the salary schedule in accordance with the following step  
8           movement plan:

9

10           a. All Employees at SR 18 B shall remain at that range and step until  
11           their positions are reallocated.

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13           b. Step movements. All Employees at SR 20 and above, shall move  
14           as follows:

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16                   1) Step B to Step C upon completion of three (3) or more  
17                   months of satisfactory service with the Employer to equal at least  
18                   twelve (12) months of registered professional nurse experience,  
19                   including the three (3) months with the Employer; provided that the  
20                   previous registered professional nurse experience was gained  
21                   within the preceding five (5) years.

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23                   2) Step B to Step D upon completion of three (3) or more  
24                   months of satisfactory service with the Employer to equal at least  
25                   eighteen (18) months registered professional nurse experience,  
26                   including the three (3) months with the Employer; provided that the  
27                   previous registered professional nurse experience was gained  
28                   within the preceding five (5) years.

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30                   3) Step B to Step E upon completion of three (3) or more  
31                   months of satisfactory service with the Employer to equal at least  
32                   twenty-four (24) months registered professional nurse experience;

1 provided that the previous registered professional nurse experience  
2 was gained within the preceding five (5) years.

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4 4) Step C to Step D upon completion of the required months of  
5 satisfactory service with the Employer to equal to at least eighteen  
6 (18) months registered professional nurse experience, including  
7 time with the Employer; provided that the previous registered  
8 professional nurse experience was gained within the preceding five  
9 (5) years.

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11 5) Step C or Step D to Step E upon completion of the required  
12 months of satisfactory service with the Employer to equal to at least  
13 twenty-four (24) months of registered professional nurse  
14 experience, including time with the Employer; provided the previous  
15 registered professional nurse experience was gained within the  
16 preceding five (5) years.

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18 6) Longevity (5 years). All Employees with at least five (5)  
19 years of creditable service but less than ten (10) years of creditable  
20 service as a registered professional nurse with the Employer, and  
21 who are on Step D or Step E, shall move to Step L-1 of their  
22 respective salary ranges.

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24 7) Longevity (10 years). All Employees with at least ten (10)  
25 years of creditable service but less than fifteen (15) years of  
26 creditable service as a registered professional nurse with the  
27 Employer, and who are on Step E or Step L-1, shall move to Step  
28 L-2 of their respective salary ranges.

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30 8) Longevity (15 years). All Employees with at least fifteen (15)  
31 years of creditable service but less than twenty (20) years of  
32 creditable service as a registered professional nurse with the

1                   Employer, and who are on Step L-1 or Step L-2, shall move to Step  
2                   L-3 of their respective salary ranges.

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4                   9) Longevity (20 years). All Employees with at least twenty  
5                   (20) years of creditable service as a registered professional nurse  
6                   with the Employer, and who are on Step L-1, Step L-2 or Step L-3,  
7                   shall move to Step L-4 of their respective salary ranges.

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9                   D. For purposes of this Article, satisfactory service is defined as receiving a  
10                  satisfactory or meets expectations rating in the Employees' performance evaluations  
11                  made by the respective Employer. Creditable service shall include service in all  
12                  Employer jurisdictions and incorporates all leaves of absences with pay and the  
13                  following authorized leaves without pay (LWOP).

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15                  1. LWOP to pursue a course of instruction relating to the Employee's work;

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17                  2. LWOP to engage in research, relating to the Employee's work;

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19                  3. LWOP to render service at the State Legislature;

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21                  4. LWOP to serve on loan by contract to other governments;

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23                  5. Sabbatical Leave;

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25                  6. Military Leave;

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27                  7. LWOP to recuperate from an injury for which weekly workers'  
28                  compensation payments are made;

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30                  8. LWOP to work in an exempt position.

**Attachment C**

Salaries for Excluded Managerial Compensation Plan (EMCP)  
Employees Excluded from BU 9  
for the Period July 1, 2013 to June 30, 2015

- A. The higher of the BU 32 (BU 9 EMCP) minimum and maximum rates or the BU 9 minimum and maximum rates on the salary schedule shall be utilized.
- B. Subject to the approval of the respective legislative bodies and effective January 1, 2014:
  - 1. The BU 32 salary schedule in effect on December 31, 2013 shall be amended to equal the BU 35 (BU 13 EMCP) salary schedule in effect on January 1, 2014 and such amended schedule shall be designated as Exhibit 1.
  - 2. Employees shall receive a four percent (4%) increase to their monthly salaries, subject to the maximum rate of the applicable salary range.
  - 3. Employees who were eligible for a Within Range Progression (WIRP) increase (earned after rendering one year of satisfactory creditable service in the same pay range in the EMCP) during the period July 1, 2013 through December 31, 2013, shall receive their WIRP increases subject to the maximum rate of the applicable salary range; effective January 1, 2014 without any retroactive payment; as though WIRPs were granted for the period July 1, 2013 through December 31, 2013.
  - 4. Employees who are eligible for a WIRP increase from January 1, 2014 through June 30, 2014, shall receive their WIRP increase on their WIRP date, subject to the maximum rate of the applicable salary range.
- C. Subject to the approval of the respective legislative bodies and effective July 1, 2014:
  - 1. The BU 32 salary schedule designated as Exhibit 1 shall be amended to equal the BU 35 salary schedule in effect on July 1, 2014 and such amended schedule shall be designated as Exhibit 2.
  - 2. Employees shall receive a four and three-tenths percent (4.3%) increase to their monthly salaries, subject to the maximum rate of the applicable salary range.
  - 3. Employees who are eligible for a WIRP increase from July 1, 2014 through June 30, 2015, shall receive their WIRP increase on their WIRP date, subject to the maximum rate of the applicable salary range.

State of Hawaii  
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
SALARY SCHEDULE

Exhibit 1

Effective Date: 01/01/2014  
Bargaining Unit: 30, 31, 32, 34, 35 Excluded Managerial

		Min	Max
EM 01	Annual	61,392	87,360
	Monthly	5,116	7,280
	8 hour	236.16	336.00
	Hourly	29.52	42.00
EM 02	Annual	64,440	91,764
	Monthly	5,370	7,647
	8 hour	247.84	352.96
	Hourly	30.98	44.12
EM 03	Annual	67,692	96,324
	Monthly	5,641	8,027
	8 hour	260.32	370.48
	Hourly	32.54	46.31
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
ES 01	Annual	88,980	126,624
	Monthly	7,415	10,552
	8 hour	342.24	487.04
	Hourly	42.78	60.88
ES 02	Annual	91,656	130,452
	Monthly	7,638	10,871
	8 hour	352.56	501.76
	Hourly	44.07	62.72
ES 03	Annual	94,428	134,352
	Monthly	7,869	11,196
	8 hour	363.20	516.72
	Hourly	45.40	64.59

State of Hawaii  
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
SALARY SCHEDULE

Exhibit 2

Effective Date: 07/01/2014  
Bargaining Unit: 32, 34, 35 Excluded Managerial

		Min	Max		Min	Max	
EM 01	Annual	63,852	88,536	EM 07	Annual	85,560	118,680
	Monthly	5,321	7,378		Monthly	7,130	9,890
	8 hour	245.60	340.56		8 hour	329.04	456.48
	Hourly	30.70	42.57	Hourly	41.13	57.06	
EM 02	Annual	67,020	93,000	EM 08	Annual	89,820	124,596
	Monthly	5,585	7,750		Monthly	7,485	10,383
	8 hour	257.76	357.68		8 hour	345.44	479.20
	Hourly	32.22	44.71	Hourly	43.18	59.90	
EM 03	Annual	70,404	97,620	ES 01	Annual	92,544	128,328
	Monthly	5,867	8,135		Monthly	7,712	10,694
	8 hour	270.80	375.44		8 hour	355.92	493.60
	Hourly	33.85	46.93	Hourly	44.49	61.70	
EM 04	Annual	73,908	102,528	ES 02	Annual	95,328	132,216
	Monthly	6,159	8,544		Monthly	7,944	11,018
	8 hour	284.24	394.32		8 hour	366.64	508.56
	Hourly	35.53	49.29	Hourly	45.83	63.57	
EM 05	Annual	77,616	107,628	ES 03	Annual	98,208	136,164
	Monthly	6,468	8,969		Monthly	8,184	11,347
	8 hour	298.56	413.92		8 hour	377.76	523.68
	Hourly	37.32	51.74	Hourly	47.22	65.46	
EM 06	Annual	81,480	113,052				
	Monthly	6,790	9,421				
	8 hour	313.36	434.80				
	Hourly	39.17	54.35				

**Attachment D**

Bargaining Unit 9  
 TENTATIVE AGREEMENT  
 Union: RP  
 Employer: [Signature]  
 Date: 2-13-14

1 Delete existing language in its entirety and replace with the following:  
 2

3 **ARTICLE 57 – HAWAII EMPLOYER-UNION HEALTH BENEFITS TRUST FUND**

4  
 5 A. "Health Benefit Plan" shall mean the medical PPO, HMO, prescription  
 6 drug, dental, vision and dual coverage medical plans.

7  
 8 B. Effective January 1, 2014:

9 Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised  
 10 Statutes, the Employer shall pay monthly contributions which include the cost of the  
 11 Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to  
 12 the Trust Fund effective January 1, 2014, not to exceed the monthly contribution  
 13 amounts as specified below:

14  
 15 1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled  
 16 in the following Trust Fund health benefits plans:

<u>BENEFIT PLAN</u>	<u>TOTAL MONTHLY CONTRIBUTION</u>
21 a. Medical (PPO or HMO) (medical & chiro)	\$ 208.38
22 b. Dental	\$ 18.36
23 c. Vision	\$ 3.62
24 d. Dual coverage (medical, drug, chiro):	
25 (1) HMSA	\$136.94
26 (2) Royal State	\$ 26.54
27 e. Drug Plan	\$ 42.60

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

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

<u>BENEFIT PLAN</u>	<u>TOTAL MONTHLY CONTRIBUTION</u>
a.     Medical (PPO or HMO) (medical & chiro)	\$ 505.10
b.     Dental	\$ 36.72
c.     Vision	\$ 6.68
d.     Dual coverage (medical, drug, chiro)	
(1)   HMSA	\$ 331.64
(2)   Royal State	\$ 65.28
e.     Drug Plan	\$ 103.34

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18           The Employer shall pay the same monthly contribution for each member enrolled  
19 in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.

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

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

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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.

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 percent (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) (medical & 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.

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

- 5
- 6           a.     Medical (PPO or HMO) (medical & chiro)   \$ 525.10
- 7           b.     Dental
- 8           c.     Vision
- 9           d.     Dual coverage (medical, drug, & chiro)
- 10                   (1)    HMSA
- 11                   (2)    Royal State
- 12           e.     Drug Plan
- 13

14           The Employer shall pay the same monthly contribution for each member enrolled  
15 in a two-party medical plan (PPO or HMO), regardless of which plan is chosen.

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17           3.     The amounts paid by the Employer shall be based on the plan year  
18 2014-2015 final monthly premium rates established by the Trust Fund for each  
19 Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the  
20 following Trust Fund health plans:

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- 22           b.     Medical (PPO or HMO) (medical & chiro)   \$ 674.28
- 23           c.     Dental
- 24           d.     Vision
- 25           e.     Dual coverage (medical, drug, & chiro)
- 26                   (1)    HMSA
- 27                   (2)    Royal State
- 28           f.     Drug Plan
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30           The Employer shall pay the same monthly contribution for each member enrolled  
31 in a family medical plan (PPO or HMO), regardless of which plan is chosen.

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

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7           D.     No later than three (3) weeks after the Trust Fund Board formally  
8                    establishes and adopts the final premium rates for the Fiscal Year 2014-2015, the Office  
9                    of Collective Bargaining shall distribute the final calculation of the Employer's monthly  
10                   contribution amounts for each health benefit plan.

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

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

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

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

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

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

29                   For example:

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

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

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

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

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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 be the  
10 same monthly contribution amounts paid in plan year 2014-2015 for the Health  
11 Benefit Plan approved by the Trust Fund including monthly administrative fee.