

**EXECUTIVE ORDER NO. 17- 06**

(Civil Service and Exempt Employees Excluded From Bargaining Unit 01)

WHEREAS, under chapter 89C of the Hawaii Revised Statutes (HRS), the Governor is granted the authority to make adjustments to the wages, hours, benefits, and other terms and conditions of employment for elected and appointed officials, and employees in the executive branch who are excluded from collective bargaining coverage; and

WHEREAS, for excluded employees who are civil service employees under the same classification systems as employees within collective bargaining units, HRS chapter 89C requires that the adjustments be “not less than” those provided under the collective bargaining agreements for employees hired on a comparable basis; and

WHEREAS, HRS chapter 89C also requires that the adjustments for excluded civil service employees result in compensation and benefit packages that are “at least equal to” the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer’s jurisdiction; and

WHEREAS, HRS chapter 89C provides that each appropriate authority shall determine the adjustments that are relevant for their respective excluded employees who are exempt from civil service in consideration of the compensation and benefit packages provided for other employees in comparable agencies; and

WHEREAS, the State, Judiciary, Hawai’i Health Systems Corporation, City and County of Honolulu, and counties of Hawai’i, Maui and Kauai have entered into tentative agreements with the United Public Workers (UPW), as the

exclusive representative for Bargaining Unit (BU) 01 for the collective bargaining agreement covering July 1, 2017 through June 30, 2021; and

WHEREAS, consistent with the agreed-upon terms and conditions, the Director of Human Resources Development has recommended to the Governor the adjustments specified in this executive order for civil service and exempt employees within the executive branch who are excluded from BU 01.

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, 2017 through June 30, 2021, the following for civil service and exempt employees excluded from BU 01.

**Salaries**

Adjustments for non-EMCP civil service and exempt employees excluded from BU 1 (Attachment A)

**Working Conditions and Safety**

This adjustment is applicable to civil service and exempt employees excluded from BU 1 (Attachment B)

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;
- and

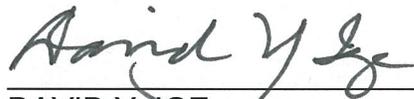
IT IS FURTHER ORDERED that this executive order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural,

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 FUTHER ORDERED that these provisions are subject to amendment by executive order.

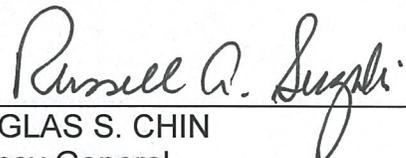
The Director of Human Resources Development shall be responsible for the uniform administration of this executive order and is authorized to make any interpretations concerning the applicability of these adjustments to the employees of the State government executive branch who are excluded from collective bargaining coverage.

DONE at the State Capitol, Honolulu,  
State of Hawai'i, this 31<sup>st</sup> day of  
October, 2017.



\_\_\_\_\_  
DAVID Y. IGE  
Governor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DOUGLAS S. CHIN  
Attorney General

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

Attachment A

Bargaining Unit 1  
TENTATIVE AGREEMENT  
Employer UEN  
Union UEN  
Date 8/2/17

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

**SECTION 23. WAGES.**

**23.01** Effective July 1, 2017, the salary schedule in effect on June 30, 2017 shall be designated as Exhibit A. Employees shall be assigned from their existing pay range and step to the corresponding pay range and step in Exhibit A.

Effective July 1, 2017, Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2017 basic rate of pay.

**23.02** **SALARY ADJUSTMENTS.**

Subject to the approval of the respective legislative bodies:

**23.02 a.** Effective November 1, 2017, Employees who were employed as of October 31, 2017 shall receive a one-time lump sum payment of one thousand dollars (\$1,000). Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

**23.02 b.** Effective June 1, 2018, a three and two-tenths percent (3.2%) per month across-the-board salary increase shall be applied to Exhibit A. This new schedule shall be designated as Exhibit B. Each Employee shall be assigned from Exhibit A to the corresponding pay range and step in Exhibit B.

Effective June 1, 2018, Employees not administratively assigned to the salary schedule shall receive a three and two-tenths percent (3.2%) per month pay increase.

**23.02 c.** Effective November 1, 2018, Employees who were employed as of October 31, 2018 shall receive a one-time lump sum payment of one thousand dollars (\$1,000). Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

**23.02 d.** Effective May 1, 2019, a three and forty-five one-hundredths percent (3.45%) per month across-the-board salary increase shall be applied to Exhibit B. This new schedule shall be designated as Exhibit C. Each Employee shall be assigned from Exhibit B to the corresponding pay range and step in Exhibit C.

Effective May 1, 2019, Employees not administratively assigned to the salary schedule shall receive a three and forty-five one-hundredths percent (3.45%) per month pay increase.

**23.02 e.** Effective July 1, 2019, a two percent (2%) per month across-the-board salary increase shall be applied to Exhibit C. This new schedule shall be designated as Exhibit D. Each Employee shall be assigned from Exhibit C to the corresponding pay range and step in Exhibit D.

Effective July 1, 2019, Employees not administratively assigned to the salary schedule shall receive a two percent (2%) per month pay increase.

**23.02 f.** Effective July 1, 2020, a two percent (2%) per month across-the-board salary increase shall be applied to Exhibit D. This new schedule shall be designated as Exhibit E. Each employee shall be assigned from Exhibit D to the corresponding pay range and step in Exhibit E.

Effective July 1, 2020, Employees not administratively assigned to the salary schedule shall receive a two percent (2%) per month pay increase.

**23.02 g.** Employees receiving a Shortage Differential (SD) at the time of a pay increase shall retain the differential for salary adjustments in 23.02 a, b, c, d, e and f above. However, nothing herein shall preclude adjustment of the shortage differential at a later date or preclude elimination of the SD upon termination of the shortage category declaration or movement of an Employee to a class or position without SD.

This agreement does not constitute negotiation of shortage rates and the Employer maintains the right to determine these amounts.

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

Bargaining Unit 01  
TENTATIVE AGREEMENT  
Employer CU/KSW  
Union [Signature]  
Date 8/2/17

1 **SECTION 46. WORKING CONDITIONS AND SAFETY.**

2  
3 **46.01 WORKPLACE SAFETY - EMPLOYEES.**

4  
5 **46.01 a.** Workplace safety is of mutual concern to the Employer and the Union. The  
6 Employer and the Union shall encourage Employees to observe applicable safety  
7 rules and regulations and will support appropriate efforts to provide a violence  
8 free workplace.  
9

10 **46.02 WORKPLACE SAFETY - EMPLOYERS.**

11  
12 **46.02 a.** The Employer shall comply with applicable Federal, State, or Local safety laws,  
13 rules and regulations (e.g., Chapter 12-[205]**60-50**, Hawaii Administrative Rules,  
14 pertaining to protective clothing, shoes and accessories), including the Hawaii  
15 Workers Compensation Law. The Employer shall provide a workplace free from  
16 violence by providing safety and health training that includes recognition of  
17 conditions and behavior that may lead to or increase the risk of violence and the  
18 means and methods to prevent or reduce that risk to Employees and supervisors  
19 during work hours.  
20

21 **46.03 SAFETY EQUIPMENT.**

22 The Employer shall, at its expense, furnish its Employees with appropriate safety  
23 equipment, including protective eye and safety foot wear (such as prescription  
24 safety glasses, goggles, face shields, safety shoes, rubber boots), when such  
25 equipment is required in connection with the Employee's work, the Employee  
26 shall be required to use the equipment.  
27  
28

1 **46.04 SAFETY-TOE FOOTWEAR.**

2 When safety-toe footwear meeting the requirements and specifications of the  
3 current [~~American National Standard Institute Z41~~] **Occupational Safety and**  
4 **Health Administration (OSHA) Standards under the Code of Federal**  
5 **Regulations Title 29 (29 CFR) or the current Hawai'i Administrative Rules**  
6 **Title 12 Subtitle 8 (Title 12 HAR) (whichever standard contains the higher**  
7 **level of protection)** is required, the following shall apply:  
8

9 **46.04 a. MUTUALLY AGREED ALLOWANCE.**

10 The Employer shall provide an allowance up to an amount to be mutually agreed  
11 between each Employer and the Union for the purchase of safety-toe footwear by  
12 Employees from any vendor. In the event a mutual agreement cannot be reached,  
13 the lowest price quotation available shall be used for the allowance.  
14

15 **46.04 b. COMPETITIVE BIDDING.**

16  
17 **46.04 b.1.** When the Employer utilizes competitive bidding procedures, Section 46.04 a.  
18 shall not apply.  
19

20 **46.04 b.2.** The Employer shall pay the approved price. In the event that an Employee desires  
21 safety-toe footwear which is not on the approved list but meets the approved  
22 specifications, the Employee shall be permitted to purchase safety-toe footwear  
23 from the approved vendor or, when safety-toe footwear is not available, from  
24 another vendor.  
25

26 **46.04 b.3.** The Employee shall pay the amount greater than the approved price.  
27

28 **46.04 c. LIST OF BRANDS AND/OR MODELS.**

29 The Union shall be consulted in developing lists of approved brands and/or  
30 models of safety-toe footwear.  
31

1 **46.04 d. OTHER SAFETY-TOE FOOTWEAR.**

2 Required safety-toe rubber boots or other types of safety-toe footwear not  
3 specified in Section 46.03 shall be provided at no cost to the Employees.

4  
5 **46.04 e. REPLACEMENT.**

6  
7 **46.04 e.1.** The Employer shall inspect safety-toe footwear that is to be replaced prior to  
8 approving the replacement.

9  
10 **46.04 e.2.** Replaced safety-toe footwear shall become the property of the Employee and  
11 shall not be worn at work provided that the Employer shall have the option to  
12 place on it a distinctive mark.

13  
14 **46.04 e.3.** Replacement of safety-toe footwear shall be as follows:

15  
16 **46.04 e.3.a)** When damaged, without negligence, or worn out through normal wear and tear  
17 while working, or

18  
19 **46.04 e.3.b)** The Employer shall have the option to repair, at its expense, the worn or damaged  
20 heels of safety-toe footwear within the first six (6) months after issuance in lieu of  
21 replacing the entire safety-toe footwear.

22  
23 **46.04 f. SECOND PAIR OF SAFETY-TOE FOOTWEAR.**

24 Employees shall be provided with a second pair of safety-toe footwear when all of  
25 the following conditions are met:

26  
27 **46.04 f.1.** The safety-toe footwear becomes wet frequently as a result of the Employee's  
28 work.

29  
30 **46.04 f.2.** Wetness results from water or muddy conditions.  
31

1 **46.04 f.3.** Wetness which saturates the shoes will occur in spite of reasonable precautions  
 2 and preventive measures.

3  
 4 **46.04 f.4.** Safety-toe rubber boots when provided are not reasonable to wear:

5  
 6 **46.04 f.4.a)** Due to the nature of work, or

7  
 8 **46.04 f.4.b)** For more than four (4) hours per workday.

9  
 10 **46.05** **PRESCRIPTION SAFETY GLASSES.**

11 When prescription safety glasses which meets the requirements of the current  
 12 [~~American National Standard Institute Z-87~~] **Occupational Safety and Health**  
 13 **Administration (OSHA) Standards under the Code of Federal Regulations**  
 14 **Title 29 (29 CFR) or the current Hawai'i Administrative Rules Title 12**  
 15 **Subtitle 8 (Title 12 HAR) (whichever standard contains the higher level of**  
 16 **protection)** is required, the following shall apply:

17  
 18 **46.05 a.** The Employer shall pay up to the reasonable cost of standard prescription safety  
 19 lenses and standard non-cosmetic safety frame excluding the cost of contact  
 20 lenses.

21  
 22 **46.05 b.** **VENDORS.**

23 The vendors for the prescription safety glasses shall be selected by the Employee;  
 24 except that when bidding procedures are utilized, the vendors shall be selected by  
 25 the Employer.

26  
 27 **46.05 c.** **COMPETITIVE BIDDING.**

28  
 29 **46.05 c.1.** When the Employer utilizes competitive bidding procedures, Section 46.04a. shall  
 30 not apply.

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

**46.06 b.** If the supervisor does not take appropriate corrective action within a reasonable period, Employees may report unsafe conditions to officials other than their supervisors and shall not be disciplined.

**46.06 c.** An Employee shall not be subject to disciplinary action for:

**46.06 c.1.** Failure or refusal to operate or handle any machine, device, apparatus, or equipment which is in an unsafe condition or,

**46.06 c.2.** Failure or refusal to engage in unsafe practices in violation of applicable Federal, State or Local safety laws or regulations or,

**46.06 c.3.** Failure or refusal to operate or handle any machine, device, apparatus, or equipment in violation of applicable Federal, State or Local safety laws or regulations.

**46.07** **INVESTIGATION.**

**46.07 a.** The supervisor shall promptly investigate and correct the working conditions if warranted.

**46.07 b.** If the supervisor is unable to evaluate the condition or take corrective action, the supervisor shall refer the matter to the department head or designee who has the authority to make a determination.

**46.08** **DISAGREEMENT.**

**46.08 a.** In the event of a disagreement as to the existence of an unsafe condition, the Employee shall be so informed.

1 **46.08 b.** The Union or the Employer may call and request the State Department of Labor  
2 and Industrial Relations to render a decision on the matter.

3  
4 **46.09** **CLOTHING AND TOOLS.**

5  
6 **46.09a.** The Employer shall reimburse an Employee for the reasonable value of personal  
7 clothing which is damaged or destroyed by another person in or on the  
8 Employer's premises while working that is not the result of negligence by the  
9 Employee.

10  
11 **46.09 b.** The Employer shall replace craft Employee's personal hand tools which are  
12 required by the Employer and the tools are:

13  
14 **46.09 b.1.** Stolen or damaged on the Employer's premises while in safe-keeping or storage  
15 during or after work hours, or

16  
17 **46.09 b.2.** Stolen or damaged during work hours under conditions over which the Employee  
18 had no control.

19  
20 **46.09 c.** Replacement of craft hand tools shall be as follows:

21  
22 **46.09 c.1.** The same brand of tool(s) unless the brand is no longer available, then the  
23 replacement brand shall be of equal quality.

24  
25 **46.09 c.2.** In the event the Employer and the Employee agree to a monetary replacement  
26 instead of the actual tool(s), the monetary value shall be the amount that the  
27 replacement tool(s) can be purchased for.

28  
29 **46.09 d.** **COVERALLS.**

30 In recognition of the unique work activity of Bridge Maintenance Workers, the

1 Employer shall provide each Employee with an appropriate coverall and  
2 replacement when worn out.

3  
4 **46.10** **MOTOR VEHICLE.**

5  
6 **46.10 a.** No Employee shall be required to operate a motor vehicle which is deemed  
7 unsafe.

8 **46.10 b.** If an Employee reasonably explains that a motor vehicle which the Employee has  
9 been directed to operate is unsafe, the Union and the Employer shall mutually  
10 agree to a person qualified to evaluate the safety of motor vehicles to determine if  
11 the motor vehicle is unsafe. The decision shall be final and binding.

12  
13 **46.11** **SAFETY COMMITTEES.**

14  
15 **46.11 a.** The safety committees shall be established as follows:

16  
17 **46.11 a.1.** **OAHU.**

18  
19 **46.11 a.1.a)** On the island of Oahu, a safety committee shall be established in each division of  
20 each department; provided that any department having less than fifty (50)  
21 Employees shall establish a single department-wide safety committee.

22  
23 **46.11 a.1.b)** Each committee shall consist of not more than five (5) Employees selected by the  
24 Union and not more than five (5) representatives selected by the Employer.

25  
26 **46.11 a.1.c)** The number of Employees may be increased by not more than three (3) by mutual  
27 agreement between the Union and the Employer in order to properly represent  
28 Employees in various work locations.

29  
30 **46.11 a.2.** **NEIGHBOR ISLAND.**

31

- 1 **46.11 a.2.a)** On each neighbor island, a single island-wide safety committee shall be
- 2 established for the State and County.
- 3
- 4 **46.11 a.2.b)** Additional safety committees may be established by mutual agreement between
- 5 the Union and the Employer.
- 6
- 7 **46.11 a.2.c)** Each State committee shall include one (1) Employee from each department
- 8 selected by the Union and not more than five (5) representatives selected by the
- 9 Employer.
- 10
- 11 **46.11 a.2.d)** Each County committee shall consist of not more than five (5) Employees
- 12 selected by the Union and not more than five (5) representatives selected by the
- 13 Employer.
- 14
- 15 **46.11 b.** **FUNCTION.**
- 16
- 17 **46.11 b.1.** The function of the Safety Committee shall be to advise the Employer concerning
- 18 occupational safety and health matters as follows:
- 19
- 20 **46.11 b.1.a)** Review existing practices and rules relating to occupational safety and health.
- 21
- 22 **46.11 b.1.b)** Suggest changes in existing practices and rules.
- 23 **46.11 b.1.c)** Review accidents and recommend corrective actions and preventative measures.
- 24
- 25 **46.11 b.1.d)** Review work tasks which involve hazards and which reasonably can be expected
- 26 to result in serious injury to merit the assignment of at least two (2) Employees to
- 27 tasks or a second Employee in close proximity as practicable so that assistance
- 28 can be provided in the event of an accident or emergency.
- 29

1 **46.11 b.1.e)** In the event the Employer does not implement the recommendations of the Safety  
2 Committee, the Employer shall inform the Committee of the reasons for not  
3 implementing the recommendations.

4  
5 **46.11 c.** **MEETINGS.**

6  
7 **46.11 c.1.** Meetings of the Safety Committee shall be conducted during work hours provided  
8 that meetings which extend beyond the workday shall be on non-paid time.

9  
10 **46.11 c.2.** When meetings begin on non-work hours, the Employee's work hours shall be  
11 adjusted so as to accommodate the time spent at the meetings.

12  
13 **46.11 d.** **TRANSPORTATION OR MILEAGE.**

14 Employees who are members of the Safety Committees shall be provided with  
15 transportation or provided with mileage allowance as provided in Section 59.

16  
17 **46.12** **NOTICE OF ACCIDENT.**

18 When an accident occurs which involves serious personal injury to an Employee,  
19 the Union shall be notified as soon as possible of the accident.

20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30