Reopener Negotiations Spring 2019

HSTA Negotiations Team
Paul Daugherty, Chair, Kona; Diane Mokuau, Vice Chair, Molokai;
Corey Rosenlee, HSTA President; Shannon Kaaa, Honolulu; Lisa Morrison, Maui
Wilbert Holck, Executive Director
Andrea Eshelman, Deputy Executive Director, Chief Negotiator

The Hawaii State Teachers Association is pleased to announce that we have reached a supplemental contract agreement with the State of Hawaii and the Board of Education to extend our job-embedded professional development and increase health coverage contributions.

“This agreement is worth more than $45 million for our members in salary increases and employer contributions to our health care plan, while establishing a pilot program to give teachers more control over their 21 hours,” said Paul Daugherty, HSTA Negotiations Committee chair.

The agreement was recommended by the Negotiations Committee and approved by the Board of Directors as follows.

Supplemental Agreement Summary 2019–21

Pursuant to Article XXVIII—Duration of the 2017-21 Hawaii State Teachers Association Collective Bargaining Agreement, the HSTA, State of Hawaii and Board of Education met in reopener negotiations and reached a settlement to amend Article XXI and Appendix VI of the contract.

This document includes information on the Supplemental Agreement between the Hawaii State Teachers Association and the State of Hawaii and Board of Education about continuation of Appendix VI—Additional Professional Development Hours (21 hours) and Article XXI—Employer Contributions to the Hawaii Employer-Union Health Benefits Trust Fund (EUTF) for contract years 2019–20 and 2020–21.
Increased levels of employer’s EUTF contributions and continuation of 21 hours apply to both DOE and public charter school teachers.

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<td>Step Movement (3%) First day of 2nd quarter $1,500 for those on 14B</td>
<td>Continuation of 21 hours of PD paid at daily rate and 3 PD credits</td>
<td>$31.1 million</td>
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<td>Salaries 2020–21</td>
<td>3.5% across-the-board increase (ATB) First day of 2nd quarter</td>
<td>Continuation of 21 hours of PD paid at daily rate and 3 PD credits</td>
<td>$14.5 million</td>
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<td>Health Benefits</td>
<td>Employer contributions equal 60% toward the premium of the HMSA 80/20 PPO Plan* with a cap of 84.3% on Employer contribution toward any plan.</td>
<td>Continue Employer contributions of 60% of the premium of the HMSA 80/20 PPO Plan* with a cap of 84.3% on Employer contribution toward any plan.</td>
<td>$14.5 million</td>
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<td><strong>Total</strong></td>
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<td><strong>$45.6 million</strong></td>
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**Additional Professional Development Hours—Extension of Appendix VI, p. 104, and Pilot Program**

The parties agreed to renew Appendix VI, the memorandum of understanding (MOU) for 21 hours of additional job-embedded professional development for school year 2019–20 and school year 2020–21, with no significant changes.

The Superintendent has committed to launching a pilot program within the Department of Education to allow teachers more flexibility to work independently on job-embedded professional development. The commitment includes the ability to allow for seven (7) of the 21 hours to be used by tenured teachers rated highly effective.

**Rationale:** The bargaining team recognized that continuing the 21 hours of job-embedded professional development was important for a number of reasons.

This agreement extends the job-embedded professional development (21 hours) for two (2) more years, ensuring teachers will continue to receive approximately 1.4 percent more in compensation. Without this agreement, teachers would have gone back to their base pay rate (white blocks on schedule C/CC) at the start of the new school year.

Surveys of membership also reflected a desire to continue the hours, enabling our newest, and seasoned, members to benefit from not only the added pay but additional credits to use toward reclassification. At the end of this contract, teachers who have been working since the 2013–14 school year will have earned 24 credits of professional development credits for use toward reclassification. This is an important benefit not only for our newer teachers, but for neighbor island teachers who have a much harder time accessing professional development courses.
While the employer was unwilling to modify the MOU to allow Class VII teachers to use the credits for step movements, HSTA remains committed to seeking ways to help Class VII teachers move on the salary schedule when we go back to the table for the next contract negotiations.

Feedback from teachers also reflected a need to continue to have paid time to complete tasks related to school and/or DOE priorities, such as school data teams and teacher induction and mentoring. While the HSTA did propose changes to allow for more teacher control of those hours, the Employer was unwilling to agree to any of those types of changes in contract language, which would limit an administrator’s ability to manage and control teacher time.

However, the Superintendent and the Board of Education Chair recognized that there should be movement toward more teacher-led professional development. The HSTA spent a lot of time at the table sharing teacher feedback and explaining the importance and potential value of allowing teachers more control over the use of the 21 hours. As a result, the Superintendent committed to the creation of a DOE pilot program. This two-year pilot program would allow tenured teachers rated highly effective to use up to seven (7) of their 21 hours as self-directed work time.

While we would prefer negotiated contract language, we feel that providing teachers more options through a pilot program is a step in the right direction. The HSTA will continue to push for similar flexibility when we go back to the table to negotiate the full contract in 2020–21. Details of the program have yet to be worked out, but would be subject to a consult-and-confer process with the HSTA to ensure no one’s collective bargaining rights are violated.

Discussions at the table also included a desire to find a way to allow teachers to count non-contiguous work hours (e.g. evenings and weekends) for PD. We anticipate the pilot will allow such flexibility as requested by both teachers and administrators. While this program will not apply to charter schools, charter schools may enter into supplemental agreements to allow such flexibility on their campuses.

Hawaii Employer-Union Health Benefits Trust Fund—Modification to Article XXI, p. 70

The current agreement calls for Employer contributions to monthly health benefits premiums to be paid at a rate equivalent to approximately 60 percent of the premium rates for the HMSA 80/20 PPO Plan. The agreement continues 60-percent coverage of the HMSA 80/20 plan (EUTF or VB), which is worth an additional $14.5 million over the next two years. The increase in premium contributions is based on rates for the 2019-20 plan year and set dollar increases based on projected health care premiums for the following year. Premium contributions can be applied to other plans up to the 84.3-percent maximum contribution, which can mean a much greater share of the premium cost by the Employer depending on the plan.
**Rationale:** While not all of our members carry their health care benefits through the State of Hawaii, HSTA knows this is a priority for approximately 10,000 teachers who rely on their employment for health benefits. We wanted to make sure we secured additional contributions toward the EUTF premiums, otherwise the current contributions would stay the same and members would have to take on the full cost of any increases in premiums in the next two years. While we were hoping to secure more than a 60-percent contribution, the state was unwilling to give more than the additional $14.5 million in their proposal. They are committed to keeping all bargaining units at the same contribution rates and, prior to our agreement, other units had agreed to the new rate contributions, which made our position at the bargaining table even more difficult.

**IMPORTANT:** EUTF open enrollment ends April 30. Members are strongly advised to review their current plan, their family’s health care needs and the associated costs of the various plans, and make plan enrollment changes as appropriate.

**Questions, Feedback and/or Contact the HSTA Negotiations Team**

If you have questions, you can contact your nearest HSTA office for assistance. Questions, feedback and/or messages to the Negotiations Team may also be sent to negotiations@hsta.org.

Oahu: (808) 833-2711       Maui: (808) 873-7788       Kauai: (808) 245-7396
Hilo: (808) 935-9301       West Hawaii: (808) 934-8031

**Online references for more information**

Updated salary reference charts for 2019–20 and 2020–21 (which includes 21 hours)