Tentative Settlement 2021–2023

Frequently Asked Questions (FAQs)

This document includes FAQs about the tentative settlement for the 2021–2023 contract. For more information, visit www.hsta.org/contract.

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General questions

Who gets to vote on the contract? What is the requirement for ratification of the agreement?

Employees who fall under Bargaining Unit 05 (HSTA) include HIDOE and public charter school teachers. For the contract to be ratified, 50 percent plus one of the votes cast must be affirmative.

How are we voting?

Due to COVID-19, the ratification vote will be conducted by electronic ballot through a secure designated online voting site. All Bargaining Unit 05 employees were mailed a notification to their home address which includes instructions, URL and QR code to access the voting site, and a unique one-time voting credential for your electronic ballot. Click here for more information.

What do I do if I have not received my voting credentials by June 1?

If you do not receive your HSTA contract ratification notice in the mail by June 1, 2021, contact YesElections at Help+HSTA@yeselections.com or (866) 384-9978. Please provide your first and last name, chapter and/or worksite, and the email account registered with HSTA. If you contact YesElections by phone, you will hear a recorded
message. Leave your information, and YesElections will respond within 24 hours. If you send an email, use the address you have on file with HSTA for a quicker resolution.

**Would it be possible for HSTA to text teachers and send the voting link via text instead of an email, or both email and text, or look at which teachers use their cell phone as their point of contact?**

Unfortunately, we don’t have valid cell phone numbers for all our members and we cannot securely text members separate voting codes. While we considered emailing the voting credentials, we also don’t have a valid email address for every single person. Ensuring each Bargaining Unit 05 employee can cast a ballot in this ratification vote is critical. To ensure equity, we have to use a mailing address. It is the one data point we have for all of the Bargaining Unit 05 employees. Learn how to update your contact information with us.

**What happens if the contract is voted down?**

The HSTA Negotiations Team would have to go back to the table to try to further negotiate with no guarantees. In the case of the health premiums, no agreement would mean employees will take on the entire burden of any increase in the premiums as the employer would continue to pay the current dollar amount.

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**Salary and compensation**

**Do supplementary pay and bonuses count toward retirement?**

Those hired after June 30, 2012, cannot use supplemental pay, bonuses, and lump-sum payments in the calculations for retirement. Click here for more information.

**Can I still reclassify?**

Yes, you can still reclassify. In addition, the negotiated changes to the reclass language in Article XX provide more flexibility to use university and education administration credits for reclassification. The box below shows the changes to the section on professional development in Article XX.

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Article XX, changes to the Professional Development section, items 2 and 4:

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2. A combination of Professional Development (PD) credits and/or academic credits approved by the Department may be used to change classification. The credits must be pre-approved by the administrator and started and completed while employed.

4. At least seven (7) of the fifteen (15) PD and/or academic credits applied for reclassification shall be related to the standards based instruction aligned to the school’s Strategic design plan, and/or directly support Department initiatives.

The following are HIDOE clarifications:

a. These seven (7) credits may be either academic credits (semester hours) or professional development (PD) credits offered by the Professional Development Educate, Empower, and Excel (PDE3). Credits designated as “non-PD hours” within PDE3 cannot qualify for reclassification.

b. Academic credits (semester hours) earned through universities/colleges shall be applicable for reclassification if they are approved by the administrator, part of coursework requirements for a program of studies leading to an undergraduate or graduate degree, and the course content is in education (excluding education administration) and/or in the teacher’s area of preparation and/or in the subject of teaching assignment.

What about step movements?
Step movements have to be negotiated and funded. The settlement contains no increases for the next two years, including no step movements for two years.

Can I still receive the probationary bonus?
Yes, there is no change in the $2,500 bonus for completing probation.

Will I still receive my supplemental pay?
Yes, all of the supplemental pay in Appendix VIII continues for department heads, grade level chairs, librarians, drama/choir/band directors, assistant athletic directors, and agriculture teachers with farms.

Updated: May 28, 2021
What about shortage differentials for special education, Hawaiian language immersion, and geographically hard to staff?

The shortage differentials are not negotiated and are a specific type of differential that the HIDOE implemented starting in January 2020. HSTA proposed other ways to make shortage differentials a permanent part of the contract, but the employer would not agree. However, the BOE has committed to maintaining them through the next school year and the superintendent announced they would continue for SY 2021–2022.

What about the $2,200 educator stabilization payment passed by the Legislature? Is that still happening?

We’re thankful to the legislators who unanimously passed HB613, which contains the $2,200 educator stabilization payments for teachers. These payments are separate and apart from the bargaining process. If for some reason the governor feels that he will need to veto the bill due to a lack of stakeholder input as required by the U.S. Department of Education, help us ensure those funds are not redirected elsewhere by filling out this HIDOE survey by June 4.

What about addressing the salary compression issue?

While HSTA remains committed to addressing the salary compression issue, we could not secure any additional compensation in this contract.

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Employer Union Health Fund (EUTF)

The newly negotiated employer contributions change all previously reported EUTF information on the employer-employee cost split. This chart provides a summary of the changes.

What is happening with the EUTF employer premium contributions? Am I going to pay more for my health care?

The EUTF plans and contributions can be difficult to explain, mainly because there are many options for health plans. Overall health premiums are slated to increase in the next two years. The negotiated agreement requires the employer to increase the total amount contributed towards the premium each month. This added contribution does not totally eliminate added costs for employees, but it does offset the increasing health care costs. The easiest way to understand what you will pay going forward is to reference this chart created by HSTA.

Updated: May 28, 2021
What exactly did we negotiate for EUTF?

We cannot negotiate the health plan structure, but we can negotiate the EUTF contributions by the employer. The law requires the parties to negotiate specific dollar amounts by law. We were able to negotiate additional money (dollar amounts) the employer will pay equal to 60 percent of the premium for the 80/20 plan towards the plan selected. Depending on the plan you choose, that money goes a long way (e.g., the 75/25 plan) or not so far (e.g., the 90/10 plan). The employer would only agree to these additional increases if we agreed to maintain a cap of 84.3 percent on the total percentage that the employer would have to pay towards any one plan. The actual contributions can be seen here.

Can I still change EUTF plans?

Unfortunately, the open enrollment for changes to your EUTF plan has already closed.

21 hours of job-embedded professional development

If 21 hours is going away, does that mean my principal can’t make us work the 21 hours?

Correct. If the employer won't pay for the time, then the time and effort toward those hours go away.

Is there some place to look at the impact of the loss of the 21 hours on my salary?

Yes. This is the current salary schedule E for 10-month educators and EE for 12-month educators. The white boxes reflect your base salary while the grey boxes reflect your annual salary with the extra 21 hours of compensation. It is a difference of approximately 1.46 percent.

COVID-19

Why is there nothing about COVID-19?

The employer would not agree to any COVID-19 language in our settlement. The team does not believe that we would be able to move the employer off their position. In part,
this is because of Gov. David Ige’s stance that there will be no additional agreements. The superintendent’s recent announcement that students will return at 100 percent next school year, likely changes to health and safety guidance over the summer, and vaccines becoming available to students 12 years and up all contribute to an unwillingness of the employer to agree to language. HSTA’s position on COVID-19 will be to continue to expect the employer to follow the U.S. Centers for Disease Control and Prevention (CDC) guidance regarding schools. The HIDOE has committed to and scheduled COVID-19 response meetings at the state level through the end of 2021. Finally, HSTA will continue to monitor COVID infection rates and vigorously advocate for teacher and student safety.

Charter Schools

How does this affect charter schools? Can we start working on our supplemental agreements?

The master agreement applies to all charter schools, including all the language changes; charters can negotiate renewals, adjustments, and other supplemental agreements.

Miscellaneous

Our school submitted a contract exception. Will that be processed now?

Yes, now that we have reached an agreement to renew all of the appendixes, including the one on contract exceptions, HSTA is reviewing the exceptions. We expect them to go to the June 17 Board of Education meeting for approval.

What happened with special education (SPED)? Wasn’t it a priority to try to address special education issues in negotiations?

Despite many hours of discussion, the Board of Education and the HIDOE refused to make any language changes in the areas of SPED.
What happened with the issue of class size? I didn’t see anything in the settlement summary.

As with the issue of SPED, the Board of Education and the HIDOE refused to make any language changes in the areas of class size. The HSTA is committed to finding ways to address class size and, as with SPED, will be looking at other options.

What happened to the proposal to allow teachers to move up steps with credits once a teacher got to class VII?

This was proposed, but because it is considered a cost item as it could lead to movements in steps, we could not secure this proposal.

What happened to the proposal related to the employee investigation process?

The employer was unwilling to agree to any changes, especially those they view as affecting and infringing on their management rights.

Is it possible for HSTA to advocate for increased pay for substitute teachers?

While substitutes are not part of our bargaining unit, the pay for substitutes is affected by the HSTA contract. Each time we have a pay increase, the substitute pay rates are adjusted upward.

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