

SUPPLEMENTAL AGREEMENT  
BARGAINING UNITS 2, 3, 4, 13 and 15  
HEALTH BENEFITS PLANS

This SUPPLEMENTAL AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the County of Kaua'i (hereinafter "COUNTY") and the Hawai'i Government Employees Association, AFSCME, Local 152, AFL-CIO (hereinafter "UNION") on behalf of Employees in Bargaining Units 2, 3, 4, 13 and 15 (hereinafter "EMPLOYEE" or "EMPLOYEES").

WHEREAS, the COUNTY and the UNION are parties to a Collective Bargaining Agreement (CBA) for Bargaining Units 2, 3, 4, 13 and 15 for the contract period July 1, 2021 to June 30, 2025.

WHEREAS, the CBA shall be used to implement the tentative agreements regarding Article 52, Hawai'i Employer-Union Health Benefits Trust Fund and Article 54, Duration for Bargaining Unit 2; Article 54, Hawai'i Employer-Union Health Benefits Trust Fund and Article 56, Duration for Bargaining Unit 3; Article 52, Hawai'i Employer-Union Health Benefits Trust Fund and Article 54, Duration for Bargaining Unit 4; Article 52, Hawai'i Employer-Union Health Benefits Trust Fund and Article 54, Duration for Bargaining Unit 13, and Article 51, Hawai'i Employer-Union Health Benefits Trust Fund and Article 55, Duration for Bargaining Unit 15.

WHEREAS, the CBA provides for an employer contribution equivalent to sixty percent (60%) of the premium rates established by the Hawai'i Employer-Union Health Benefits Trust Fund (EUTF) Board for the prevalent health benefit plan (HMSA 80/20 PPO plan) plus sixty percent (60%) of all administrative fees for the employees including Bargaining Units 2, 3, 4, 13 and 15 for the remaining contract period of July 1, 2024 to June 30, 2025.

WHEREAS, the COUNTY and the UNION (collectively referred to as the "PARTIES") wish to implement a supplemental agreement.

NOW, THEREFORE, the PARTIES have mutually agreed, effective September 1, 2024 through and including June 30, 2025, to the following:

- A. The COUNTY shall pay the full premium and administrative cost of the Kaiser Standard HMO or HMSA 75/25 PPO health plans for single, 2-party or family coverage.
- B. The COUNTY shall pay the full premium and administrative cost of the Verdegard Supplemental Medical and Prescription Drug plan for single, 2-party or family coverage.
- C. All other health plans including the Kaiser Comprehensive HMO, HMSA 90/10 PPO, HMSA 80/20 PPO and HMSA HMO Plans are not affected by this agreement. Employees who select these health plans will continue to pay the Employee's share of the negotiated premium costs.

- D. The COUNTY shall pay the full premium and administrative cost for dental coverage.
- E. The COUNTY shall pay the full premium and administrative cost for vision coverage.
- F. The following Employees shall be provided with a medical benefit of two hundred dollars (\$200.00) a month:
  - 1. Employees who do not enroll in any of the COUNTY's medical coverage plans. This includes employees who waived enrollment in any of the County's medical plans under themselves, but are enrolled as a dependent on a spouse or other individual's EUTF or non-EUTF medical coverage.
  - 2. Employees who enroll in the COUNTY's dental and/or vision plan but not in a medical plan (as described in Section F.1.).
  - 3. Employees who enroll in the COUNTY's Verdegard Supplemental Medical and Prescription Drug plan but not in a medical plan (as described in Section F.1.).
- G. Employees who are currently enrolled as a dependent on their spouse's or other individual's EUTF plan cannot enroll in dual coverage under the EUTF. This includes any of the EUTF's medical, dental, vision, or supplemental medical and prescription drug plans.
- H. The medical benefit of two hundred dollar (\$200) a month shall be prorated should an employee elect or decline medical coverage mid-month.
- I. The medical benefit shall be divided in half and included in an Employee's semi-monthly pay, each pay period.
- J. This medical benefit shall be treated in the same manner as salary but not considered part of an Employee's basic rate of pay.
- K. This medical benefit shall not be added to an Employee's basic rate of pay when calculating compensation for overtime or for computing all types of premium pay or other differentials.
- L. This medical benefit shall not be creditable as compensation in calculating an employee's retirement pension from the Employee Retirement System (ERS).
- M. If an employee is on Leave Without Pay for ninety (90) consecutive days, the medical benefit will cease beginning on the ninety-first (91<sup>st</sup>) day.
- N. All other provisions of the affected CBA sections shall continue.

This agreement shall become effective September 1, 2024 and shall remain in effect to and including June 30, 2025 unless either of the parties terminate this Supplemental Agreement by giving thirty (30) days written notice.

IN WITNESS THEREOF, the parties hereto, by their authorized representatives have executed this Supplemental Agreement on \_\_\_\_\_.

EMPLOYER:  
County of Kaua'i

UNION:  
HGEA

\_\_\_\_\_  
Derek S. K. Kawakami  
Mayor

\_\_\_\_\_  
Randy Perreira  
Executive Director

\_\_\_\_\_  
Annette L. Anderson  
Director of Human Resources

APPROVED as to FORM AND LEGALITY:

\_\_\_\_\_  
Deputy County Attorney