SUPPLEMENTAL AGREEMENT
HGEA BARGAINING UNITS 2, 3, 4, and 13
HEALTH BENEFIT PLANS

This SUPPLEMENTAL AGREEMENT is entered into this ____ day of ____________, 2025 by and between the County of Maui (hereinafter "COUNTY") and the Hawai'i Government Employees Association, AFSCME, Local 152, AFL-CIO (hereinafter "UNION") on behalf of COUNTY Employees in Bargaining Units 2, 3, 4, and 13 (hereinafter "EMPLOYEE" or "EMPLOYEES").

WHEREAS, the COUNTY and the UNION are parties to Collective Bargaining Agreements (CBAs) for Bargaining Units 2, 3, 4, and 13 for the contract period July 1, 2025, to June 30, 2029.

WHEREAS, the CBAs 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; and Article 52, Hawai'i Employer-Union Health Benefits Trust Fund and Article 54, Duration for Bargaining Unit 13; and

WHEREAS, under Section 89-6(e) of the Hawaii Revised Statutes (HRS), each employer may negotiate, independently of one another, supplemental agreements that apply to their respective employees, provided that any supplemental agreement shall not extend beyond the term of the applicable collective bargaining agreement; and

WHEREAS, the CBAs provide 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 benchmark health benefit plan (HMSA 80/20 PPO plan) plus sixty percent (60%) of all administrative fees for the employees included in Bargaining Units 2, 3, 4, and 13 for the contract period of July 1, 2025 to June 30, 2029; and

WHEREAS, during the term of the CBAs, the parties shall meet on the Employer EUTF contributions for plan years 2027-2028 and 2028-2029 by giving written notice to the other party of its intent to reopen by January 31, 2027.

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 July 1, 2025 through and including June 30, 2027, 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 of dental coverage for single, 2-party or family coverage.

E. The COUNTY shall pay the full premium and administrative cost of vision coverage for single, 2-party or family coverage.

F. The following Employees shall be provided with a medical benefit of two hundred dollars ($200.00) a month ("medical benefit"):

   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 (91st) day.

N. All other provisions of the affected CBAs sections shall continue.

This Supplemental Agreement shall be effective July 1, 2025 through June 30, 2027, 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 Maui

UNION:
Hawai'i Government Employees Association

____
Richard T. Bissen, Jr.
Mayor

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Randy Perreira
Executive Director

____
Cynthia M. Razo-Porter
Director of Personnel Services

APRROVED as to FORM AND LEGALITY:

____
Deputy Corporation Counsel