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Director of Council Services
David M. Raatz, Jr., Esq.

Deputy Director of Council Services
Richelle K. Kawasaki, Esq.

COUNTY COUNCIL
COUNTY OF MAUI
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.MauiCounty.us

April 17, 2025

Ms. Cynthia Razo-Porter, Director
Department of Personnel Services
County of Maui
Wailuku, Hawaii 96793

Dear Ms. Razo-Porter:

SUBJECT: **FISCAL YEAR 2026 BUDGET** (BFED-1) (PS-09)

Thank you for participating in the Committee's discussion on April 16, 2025. The Committee respectfully submits the follow-up questions listed below. May I further request that you transmit a written response to bfed.committee@mauicounty.us by **4:30 p.m. on April 21, 2025**.

1. For each bargaining unit in the State of Hawai'i comprising Maui County employees, please provide the cost to increase salaries for positions below SR15 – Step C, SR14 – Step C, and SR13 – Step C. For example, for Bargaining Unit 3 – Non-supervisory employees in white-collar positions, please provide the cost impacts for:
 - a. Increasing SR4 – SR12 salaries to match SR13 – Step C;
 - b. Increasing SR4 – SR13 salaries to match SR14 – Step C; and
 - c. Increasing SR4 – SR14 salaries to match SR 15 – Step C. (TP)
2. Regarding supplemental agreements:
 - a. Please define “supplemental agreement” and provide its statutory or legal basis.

- b. How many supplemental agreements can be executed? Is there a legal or administrative limit for each union or bargaining unit? Is there a limit to the number, scope, or duration of a supplemental agreement?
 - c. Following the adoption of a master agreement, please explain the process for reviewing, developing, and executing a supplemental agreement.
 - i. Which agencies are involved in this process? When does Corporation Counsel or external legal counsel review the supplemental agreement?
 - ii. On average, how long does it take Maui County to complete a supplemental agreement from initiation to execution?
 - d. How does the County ensure it can pay the amounts specified in a supplemental agreement if the terms span several fiscal years?
 - e. Are supplemental agreements subject to public disclosure or reporting requirements? Why or why not?
 - f. What factors drive the need for a supplemental agreement? How do they impact County operations in the short- and long-term?
 - g. Please provide any additional information that may assist the Committee's understanding of the nature, function, or procedures related to supplemental agreements. (YLS)
3. Please provide the following for all supplemental agreements executed by the County over the past ten years:
- a. Effective date and duration of the agreement;
 - b. When the agreement was initiated and fully executed;
 - c. The applicable union and bargaining unit;

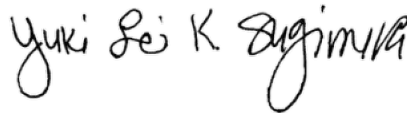
Ms. Cynthia Razo-Porter
April 17, 2025
Page 3

- d. The agreement's purpose or subject matter;
- e. Annual cost or fiscal impact to the County;
- f. The entity or agency who initiated the agreement; and
- g. If the agreement was renewed, the duration of the renewed agreement. (YLS)

To ensure efficient processing, please duplicate the coding in the subject line above for easy reference.

Thank you for your attention to this request. Should you have any questions, please contact me or the Committee staff (Kirsten Szabo at ext. 7662, James Krueger at ext. 7761, Jarret Pascual at ext. 7141, Clarissa MacDonald at ext. 7135, or Pauline Martins at ext. 8039).

Sincerely,



YUKI LEI K. SUGIMURA, Chair
Budget, Finance, and Economic
Development Committee

bfed:2026bgt:250416aps01:clm

cc: Mayor Richard T. Bissen, Jr.
Budget Director
Deputy Director of Personnel Services

BFED Committee

From: BFED Committee
Sent: Thursday, April 17, 2025 11:08 PM
To: 'Cynthia.Razo@co.maui.hi.us'
Cc: 'Michelle Santos'; 'Zeke Kalua'; 'Lesley Milner'; kristina.cabbat@co.maui.hi.us;
'tiare.p.horner@co.maui.hi.us'; 'Janina E. Agapay'; 'kainea.aiwohi@co.maui.hi.us';
'Andrea.M.Rock-mendes@co.maui.hi.us'
Subject: FISCAL YEAR 2026 BUDGET (BFED-1) (PS-07); reply by 4/21/25
Attachments: (PS-09) Correspondence to Personnel 04-17-2025.pdf

RICHARD T. BISSEN, JR.
Mayor

CYNTHIA M. RAZO-PORTER
Director

KAINEA K.G. AIWOHI-ALO
Deputy Director



DEPARTMENT OF PERSONNEL SERVICES
COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
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Website: www.mauicounty.gov/departments/Personnel • Email: personnel.services@mauicounty.gov

April 21st, 2025

Ms. Lesley Milner
Budget Director, County of Maui
200 South High Street
Wailuku, HI 96793

APPROVED FOR TRANSMITTAL

4-22-25
Mayor Date

Honorable Richard T. Bissen, Jr.
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For Transmittal to:
Honorable Yuki Lei Sugimura
Chair, Budget, Finance and Economic Development Committee
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Sugimura:

SUBJECT: FISCAL YEAR 2026 BUDGET (BFED-1) (PS-09)

We are in receipt of your communication (BFED-1) (PS-09), which requests answers to some questions. Please find our responses below.

Question 1. For each bargaining unit in the State of Hawai'i comprising Maui County Employees, please provide the cost to increase salaries for positions below SR15-Step C, SR14-Step C, and SR13-Step C. For example, for Bargaining Unit 3- Non-supervisory employees in white-collar positions, please provide the cost impacts for:

- a. Increasing SR4-SR12 salaries to match SR13- Step C;*
- b. Increasing SR4-SR13 salaries to match SR14-Step C; and*
- c. Increasing SR4-SR14 salaries to match SR15-Step C. (TP)*

Before we provide the anticipated cost increases requested above, we highlight Hawaii Revised Statutes, 76-1 (5), which states in part:

“Equal pay for equal work shall apply between classes in the same bargaining unit among jurisdictions for those classes determined to be equal through systematic classification of positions...”

Employees are compensated based on the scope and complexity of their duties, the level of responsibility, and the qualifications required. These factors are reflected in the classification system, which is designed to promote fairness, internal equity, and compliance with both policy and legal standards.

It’s important to note that equity in compensation doesn’t mean identical pay across all roles. Rather, it means fair pay that aligns with the unique duties, responsibilities, minimum qualifications requirements, and complexity of each classification.

Additionally, step progression acknowledges longevity and experience within the organization. Maintaining a structured, systematic approach is essential to attracting and retaining qualified professionals while ensuring consistency and fairness across all positions.

We appreciate the Council’s commitment to fair compensation and equity, and support these goals while working to preserve a compensation framework that reflects the true value and requirements of each role.

Estimated annual costs of base pay for 150 employees paid at SR-12-C or below: \$5,611,072

a. Increasing SR4-SR12 salaries to match SR13- Step C;

Estimated annual costs	Increase	% increase
\$6,737,184	\$1,126,112	20%

b. Increasing SR4-SR13 salaries to match SR14-Step C; and

Estimated annual costs	Increase	% increase
\$7,003,596	\$1,392,524	25%

c. Increasing SR4-SR14 salaries to match SR15-Step C. (TP)

Estimated annual costs	Increase	% increase
\$7,291,464	\$1,680,392	30%

Question 2. Regarding supplemental agreements:

- a. Please define “supplemental agreement” and provide its statutory or legal basis.*

HRS 89-6 (e) states in part: “In addition to a collective bargaining agreement under subsection (d), each employer may negotiate, independently of one another, supplemental agreements that apply to their respective employees; provided that any supplemental agreement reached between the employer and the exclusive representative shall not extend beyond the term of the applicable collective bargaining agreement ...”

- b. How many supplemental agreements can be executed? Is there a legal or administrative limit for each union or bargaining unit? Is there a limit to the number, scope, or duration of a supplemental agreement?*

The statutes are silent on a limitation to the number of agreements that may be executed. The duration of the supplemental agreement shall not extend beyond the term of the applicable collective bargaining agreement.

- c. Following the adoption of a master agreement, please explain the process for reviewing, developing, and executing a supplemental agreement.*

- i. Which agencies are involved in this process? When does Corporation Counsel or external legal counsel review the supplemental agreement?*

Once a master agreement is in place, the employer may engage in negotiations with the applicable union(s) the specific changes the parties desire to implement, and prepare a draft supplemental agreement detailing the specific terms of the agreement. As the Mayor’s representative to the union, Personnel Services are involved in negotiations. The draft agreement undergoes legal review by Corporation Counsel to ensure compliance with applicable laws, policies, and terms of the master agreement. The Union will likely request changes and have their legal counsel review the draft. Following revisions and internal approvals, the supplemental agreement is approved to form and legality, executed by the employer (Mayor) and authorized representative (Union).

- ii. On average, how long does it take Maui County to complete a supplemental agreement from initiation to execution?*

The time frame for completing a supplemental agreement can vary depending on several factors, including the complexity of the scope, the number of stakeholders involved, the level of legal or technical review required, and if Council approval is needed, such as funding appropriation. While we aim to move efficiently through each phase, each agreement is unique and may follow a different timeline to ensure accuracy, compliance, and alignment with the master agreement.

- d. *How does the County ensure it can pay the amounts specified in a supplemental agreement if the terms span several fiscal years?*

Not all supplemental agreements have cost impacts. When they do, they may be limited to one fiscal year. If an agreement does extend beyond a fiscal year, the County may choose to include language that makes any future obligations dependent on funding being approved in each year's budget. That way, we're only committing to what's been officially funded at the time.

- e. *Are supplemental agreements subject to public disclosure or reporting requirements? Why or why not?*

Supplemental agreements, like all government records, are generally subject to public record requirements under the Uniform Information Practices Act (UIPA). This means they are open for public inspection.

- f. *What factors drive the need for a supplemental agreement? How do they impact County operations in the short- and long-term?*

There are various factors that can drive the need for a supplemental agreement: Changes to regulatory requirements, new or amended laws, a supplemental agreement may be necessary to formalize changes and ensure all parties are aligned. Changes to operations may also necessitate a supplemental agreement between the parties, such as the Uku Pau agreements that address refuse collection operations.

The administrative load may impact staff who are devoting time to drafting, reviewing, and processing a new agreement, which may divert resources from other priorities. Financial adjustments may be necessary, potentially impacting other programs or projects. The long-term impacts may help formalize changes and provide enhanced benefits to affected employees and the public.

- g. *Please provide any additional information that may assist the Committee's understanding of the nature, function, or procedures related to supplemental agreements. (YLS)*

Supplemental agreements serve as formal modifications to existing agreements. They are used when changes are necessary after the original agreement has been executed—whether due to changes in operations, regulatory updates, and other modifications that the parties mutually agree to make during the term of the agreement.

These agreements ensure that all modifications are properly documented, approved, and legally binding. They help maintain transparency, accountability, and consistency in County operations by clearly outlining the revised terms and expectations for all parties involved.

Overall, supplemental agreements are an essential tool for adapting to evolving needs while upholding the integrity of the collective bargaining agreements and ensuring continued service delivery.

Question 3. Please provide the following for all supplemental agreements executed by the County over the past ten years:

- a. Effective date and duration of the agreement;*
- b. When the agreement was initiated and fully executed;*
- c. The applicable union and bargaining unit;*
- d. The agreement's purpose or subject matter;*
- e. Annual cost or fiscal impact to the County;*
- f. The entity of the agency that initiated the agreement; and*
- g. If the agreement was renewed, the duration of the renewed agreement. (YLS)*

Fulfilling this request in its entirety may not be feasible within current operational capacities. To help meet the intent of the request, we provide the following information for your review.

Current Supplemental Agreements:

HGEA BU 13, Implement a separate salary schedule for civil, electrical, and mechanical engineers, Department of Personnel Services, effective July 1, 2024, through June 30, 2025.

HFFA, BU 11, Intra-County Travel Reimbursement for Remote Locations, Department of Fire and Public Safety, effective July 1, 2024, to June 30, 2025.

HFFA, BU 11, Bureau Opportunity Benefit Incentive, \$350 per month for 1st year, \$700 per month after 1st year, and less than two years, after two years \$1000 per month. Effective July 1, 2023, through June 30, 2025.

SHOPO, BU 12, Alternative 3/12 work schedule for patrol units

Ongoing Supplemental Agreements:

UPW, BU 01, Task Work Policies for Refuse Collection Operations (Uku Pau), July 1993

UPW, BU01, Section 51, Automated Refuse Collection Operation- Phase Five (5) Automated Recyclables & Green Waste Pilot, March 2008

UPW, BU 01, Drug and Alcohol Testing Agreement, Non-CDL employees, executed December 2008

UPW, BU 01, Solid Waste Division, Landfill Disposal Section, Work Schedule Change 4/10 Schedule, effective April 2010

UPW, BU 01, Department of Water Supply, Water Treatment Plants Division,
Recruitment/Retention Incentive of \$400/month - Water Treatment Plant Operators I -
IV

HGEA, BU 03, Emergency Services Dispatchers, Recruitment/Retention Incentive of
\$1000/month – Emergency Services Dispatchers II, III, and Emergency Services
Coordinators

SHOPO, BU 12, Lana'i Police Station lockers

SHOPO, BU 12, 100% Uniform replacement allowance

SHOPO, BU 12, Hazardous pay for Special Response Team

SHOPO, BU 12, Hazardous Pay for Clandestine Laboratory Response Team

SHOPO, BU 12, Hazardous Pay for Explosive Ordinance Disposal Team

SHOPO, BU 12, Alternative 4/10 work schedule for specialized units

Prior Supplemental Agreements:

Various bargaining units, EUTF Health Benefits, provide a specific agreed-upon dollar
amount.

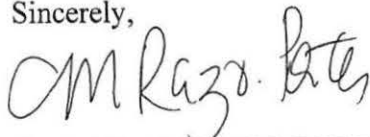
HFFA, BU 11, Address difficulties in manpower and travel issues for personnel
assigned to remote locations, effective December 2017

HFFA, BU 11, Work Schedule Change – Optional 4 – 10 Work Schedule, 2018

HGEA, BU 13, provides employees on Step L with a minimum of three (3) years
amending step movement of creditable service, a step movement to M without regard to
attaining 27 years of service, July 1, 2017, through June 30, 2019.

Thank you for the opportunity to assist the Budget, Finance, and Economic Development
Committee. Please feel free to reach out if there are additional questions.

Sincerely,



CYNTHIA M. RAZO-PORTER
Director of Personnel Services

BFED Committee

From: Janina E. Agapay <Janina.E.Agapay@co.maui.hi.us>
Sent: Tuesday, April 22, 2025 11:11 AM
To: BFED Committee
Cc: Lesley J. Milner; Cynthia M. Razo-Porter; Kainea K. Aiwohi-Alo; Andrea M. Rock-Mendes
Subject: (BFED-1)(PS-09)
Attachments: (BFED-1)(PS-09).pdf

Hello,

Please see attached correspondence.

Thank you,

Janina Agapay

County of Maui | Budget Office

Phone: (808) 270-7836

Email: Janina.E.Agapay@co.maui.hi.us