

EXECUTIVE ORDER NO. 20-07
(Civil Service and Exempt Employees Excluded From Bargaining Units 9 and 14)

WHEREAS, under chapter 89C of the Hawaii Revised Statutes (HRS), the Governor is granted the authority to make adjustments to the wages, hours, benefits, and other terms and conditions of employment for elected and appointed officials, and employees in the executive branch who are excluded from collective bargaining coverage; and

WHEREAS, for excluded employees who are civil service employees under the same classification systems as employees within collective bargaining units, HRS chapter 89C requires that the adjustments be “not less than” those provided under the collective bargaining agreements for employees hired on a comparable basis; and

WHEREAS, HRS chapter 89C also requires that the adjustments for excluded civil service employees result in compensation and benefit packages that are “at least equal to” the compensation and benefit packages provided under collective bargaining agreements for counterparts and subordinates within the Employer’s jurisdiction; and

WHEREAS, HRS chapter 89C provides that each appropriate authority shall determine the adjustments that are relevant for their respective excluded employees who are exempt from civil service in consideration of the compensation and benefit packages provided for other employees in comparable agencies; and

WHEREAS, the State, Judiciary, and the Hawai’i Health Systems Corporation, City and County of Honolulu, and counties of Hawaii, Maui, and Kauai have entered into tentative agreements with the Hawaii Government Employees Association (HGEA), as the exclusive representative for Bargaining Units (BUs) 9 and

14 for the collective bargaining agreement covering July 1, 2019 through June 30, 2021, and an interest arbitration decision for BU 9 dated September 16, 2019 and BU 14 dated April 15, 2020, was rendered for all other outstanding issues; and

WHEREAS, consistent with the agreed-upon terms and conditions, the Director of Human Resources Development has recommended to the Governor the adjustments specified in this executive order for civil service and exempt employees within the executive branch who are excluded from BUs 9 and 14.

NOW, THEREFORE, I, David Y. Ige, Governor of Hawai'i, pursuant to my executive authority under articles V and VII of the Constitution of the State of Hawai'i, the provisions of chapters 37 and 89C of the Hawaii Revised Statutes, and all other applicable authority, do hereby order effective July 1, 2019 through June 30, 2021, the following for civil service and exempt employees excluded from BUs 9 and 14; and Excluded Managerial Compensation Plan (EMCP) employees excluded from BUs 9 and 14.

Excluded employees shall receive the same adjustments in the following articles that were negotiated in the July 1, 2019 through June 30, 2021 agreement from which the employee is excluded, unless otherwise indicated:

- A. Compensation Adjustments – Demotion Differential
 - 1. This adjustment is applicable to non-EMCP civil service employees excluded from BU 9 (Attachment A).
 - 2. This adjustment is applicable to non-EMCP civil service employees excluded from BU 14 (Attachment B).
 - 3. This adjustment is applicable to EMCP employees excluded from BU 9 and 14 (Attachment C).

B. Sick Leave

1. This adjustment is applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9 (Attachment D).
2. This adjustment is applicable to civil service and exempt employees excluded from BU 14 and EMCP employees excluded from BU 14 (Attachment E).

C. Other Leaves of Absence

This adjustment is applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9 (Attachment F).

D. Drug and Alcohol Testing

1. This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 9 (Attachment G).
2. This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 14 (Attachment H).

IT IS FURTHER ORDERED that this executive order does not apply to:

(1) employees of public charter schools, the Department of Education and the University of Hawai'i; (2) 89-day non-civil service appointments and exempt appointments less than or equal to 89 days; and (3) those executive branch employees whom I later determine shall not receive the aforementioned adjustments; and

IT IS FURTHER ORDERED that this executive order is not intended to create, and does not create, any rights or benefits, whether substantive or procedural, or enforceable at law or in equity, against the State of Hawai'i or its agencies, departments, entities, employees, or any other person; and

IT IS FURTHER ORDERED that these provisions are subject to amendment by executive order.

The Director of Human Resources Development shall be responsible for the uniform administration of this executive order and is authorized to make any interpretations concerning the applicability of these adjustments to the employees of the State government executive branch who are excluded from collective bargaining coverage.

DONE at the State Capitol, Honolulu,
State of Hawai'i, this 14th day of
August, 2020.



DAVID Y. IGE
Governor

APPROVED AS TO FORM:



CLARE E. CONNORS
Attorney General

ARTICLE 17 - COMPENSATION ADJUSTMENTS

A. General Provisions.

1. For purpose of clarification, the provisions of this Article shall not be applicable where an Employee moves from one (1) governmental jurisdiction to another, except as specifically provided herein.

2. For purposes of this Article, "basic rate of pay" means the rate of pay assigned to the salary range and step an Employee is receiving as compensation. For an Employee whose position is not assigned to the salary range, "basic rate of pay" shall mean the actual rate of compensation the Employee is receiving as remuneration for services performed in a particular position, not including any differentials.

3. When the effective dates of more than one (1) personnel action coincide, pay adjustments shall be made in the following order:

- a. Step movement;
- b. Negotiated wage increase;
- c. Changeover to a new pay schedule;
- d. Repricing;
- e. Promotion;
- f. Reallocation;
- g. Other personnel actions.

1 4. A leave of absence without pay shall end upon the day before the first
2 working day an Employee properly reports for duty, and an Employee shall be entitled to
3 receive compensation as of the first working day the Employee properly reports for duty.
4 Each calendar day from the beginning to the end of an Employee's leave of absence
5 without pay shall be charged as leave without pay provided that an Employee who is
6 granted a leave of absence without pay and who returns to duty after being absent from
7 work for only one (1) working day or less, shall be charged for one (1) day of leave of
8 absence without pay or less, as applicable, even though one (1) or more scheduled or
9 normal non-working days or a holiday may have preceded the Employee's return to duty.

10
11 5. An Employee who leaves the service without having worked on all
12 scheduled working days for that month shall be compensated pursuant to the following
13 formula: Employee's monthly basic rate of pay plus TD, DD, CD, SD, or RD as applicable
14 x (number of days worked/number of working days in a month, including holidays).

15
16 6. An Employee who suffers a disabling personal injury arising out of and in
17 the course of employment, except for an injury caused by the Employee's negligence,
18 willful intention to injure the Employee or others, or by the Employee's intoxication or
19 because of the influence of a non-prescribed controlled substance, shall be credited for
20 a full day's work on the day of the injury regardless of the time the Employee is injured.

21
22 7. An Employee who initially was properly compensated following a promotion,
23 the adoption of a new pay schedule, a temporary assignment, pricing or repricing, or any
24 other personnel action affecting pay, shall not be required to make reimbursement when
25 it is found subsequently that an overpayment in salary occurred due to the retroactive
26 feature of a position classification action. However, the proper pay adjustment shall be
27 made as of the first pay period following the date of notice of action by the director.

28
29 8. Employees who are receiving a shortage differential shall have their
30 compensation adjusted by provisions contained in a separate supplemental agreement.

1 B. Compensation Adjustment Upon Promotion.

2
3 1. As used in this paragraph, "promotion" means the movement of a regular
4 Employee from the position in which the Employee last held a permanent appointment to
5 a vacant civil service position assigned to a class with a higher pay range in the salary
6 schedule.

7
8 2. A regular Employee who is promoted shall be compensated at the step in
9 the higher pay range which corresponds to his existing step (i.e., the movement shall be
10 from Step A to Step A, or Step B to Step B).

11
12 3. Regular Employees who return to their permanent positions after a
13 promotion on a temporary appointment basis or are released from a new probationary
14 appointment following a promotion shall be compensated as though they had remained
15 in their permanent positions continuously.

16
17 C. Compensation Adjustment Upon Demotion.

18
19 1. The following definitions shall be applicable to this paragraph:

20
21 a. "Demotion" means the movement of a regular Employee from the
22 position in which the Employee last held a permanent appointment to a vacant civil
23 service position assigned to a class with a lower pay range in the salary schedule.

24
25 b. "Demotion due to a reorganization" means a demotion of an
26 Employee as a result of a reorganization action.

27
28 c. "Demotion to avoid layoff" means a demotion accepted by an
29 Employee to avoid being laid off.

30
31 d. "Disciplinary demotion" means a demotion action taken by the

1 appointing authority for disciplinary reasons.

2
3 e. "Involuntary demotion" means a demotion action taken by the
4 appointing authority due to the Employee's inability to perform the duties and
5 responsibilities of the Employee's position, or due to the Employee's failure to meet
6 qualification requirements for the position.

7
8 f. "Non-service connected disability demotion" means the movement
9 of an Employee to a vacant civil service position assigned to a class with a lower
10 pay range in the salary schedule, due to a disability sustained by the Employee
11 other than while performing the duties and responsibilities of the Employee's
12 position.

13
14 g. "Service connected disability demotion" means the movement of a
15 regular Employee or an Employee serving an initial probationary period to a vacant
16 civil service position assigned to a class with a lower pay range in the salary
17 schedule, due to a disability sustained by the Employee while performing the duties
18 and responsibilities of the Employee's position.

19
20 h. "Voluntary demotion" means a demotion requested by an Employee
21 and granted by the appointing authority.

22
23 2. Disciplinary or Involuntary Demotion.

24
25 a. A regular Employee who is involuntarily demoted or who is demoted
26 for disciplinary reasons shall be compensated at the corresponding step in the
27 lower salary range or any lower step in the lower salary range.

28
29 b. Upon release from a disciplinary demotion given on a temporary
30 basis, a regular Employee shall be compensated as though the Employee had
31 remained in the former position continuously.

1
2 3. Demotion to Avoid Layoff; Demotion Due to Reorganization; Service
3 Connected Disability Demotion.

4
5 **a. Prior to November 1, 2019,** [A]an Employee who accepts a
6 demotion to avoid layoff; or is demoted due to a reorganization; or who receives a
7 service connected disability demotion, shall retain the Employee's basic rate of
8 pay; provided:

9
10 **1)[a-]** If the Employee's basic rate of pay falls between two (2) steps
11 in the lower pay range, the Employee shall be compensated at the step in
12 the lower pay range whose rate is immediately below the Employee's basic
13 rate of pay and shall be entitled to a temporary differential.

14
15 **2)[b-]** If the Employee's basic rate of pay falls above the maximum
16 step in the lower pay range, the Employee shall be compensated at the
17 maximum step and shall be entitled to a temporary differential.

18
19 **b. Effective November 1, 2019, an Employee who accepts a**
20 **demotion to avoid layoff; or is demoted due to a reorganization; or who**
21 **receives a service connected disability demotion, shall be compensated at**
22 **the corresponding step in the lower pay range and shall be entitled to a**
23 **demotion differential.**

24
25 4. Non-Service Connected Disability Demotion.

26
27 **a. Prior to November 1, 2019,** [A]an Employee who receives a non-
28 service connected disability demotion shall be compensated as provided below:

29
30 **1)[a-]** A regular Employee who has fifteen (15) or more years of
31 continuous service in the civil service of the Employee's governmental

jurisdiction shall retain the Employee's basic rate of pay; provided that:

a)[1-] If the Employee's basic rate of pay falls between two (2) steps in the lower pay range, the Employee shall be compensated at the step in the lower pay range whose rate is immediately below the Employee's basic rate of pay and shall be entitled to a temporary differential.

b)[2-] If the Employee's basic rate of pay falls above the maximum step in the lower pay range, the Employee shall be compensated at the maximum step and shall be entitled to a temporary differential.

2)[b-] A regular Employee with at least five (5) years but less than fifteen (15) years of continuous service in the civil service of the Employee's governmental jurisdiction shall retain the Employee's basic rate of pay for a period beyond the effective date of the demotion as follows:

Years of Service	Months of Compensation Retention
5	12
6	14
7	16
8	18
9	20
10	22
11	24
12	26
13	28
14	30

1 **a)[4-]** If the Employee's basic rate of pay falls between two
2 (2) steps in the lower pay range, the Employee shall be compensated
3 at the step in the lower pay range whose rate is immediately below
4 the Employee's basic rate of pay and shall be entitled to a temporary
5 differential.

6
7 **b)[2]** If the Employee's basic rate of pay falls above the
8 maximum step in the lower pay range, the Employee shall be
9 compensated at the maximum step and shall be entitled to a
10 temporary differential.

11
12 **3)[e-]** The basic rate of pay of a regular Employee with less than five
13 (5) years of continuous service in the civil service of the Employee's
14 governmental jurisdiction, or a regular Employee whose retention period as
15 prescribed in clause **2)b-**, has expired, shall be adjusted in the manner of
16 adjustments for service connected disability demotion, provided the
17 Employee shall not be entitled to temporary differential.

18
19 **b. Effective November 1, 2019, compensation adjustment for a**
20 **non-service connected disability demotion shall be in the manner**
21 **prescribed in paragraph C.3.b.**

22
23 5. Voluntary Demotion.

24
25 a. For voluntary demotions involving a movement of three (3) or less
26 pay ranges, the Employee shall be compensated at the corresponding step in the
27 lower pay range.

28
29 b. Notwithstanding the years of service requirements for Steps E, L1
30 and L2, voluntary demotions involving a movement of more than three (3) pay
31 ranges shall be handled as follows:

1
2 1) the Employee shall be compensated at the step in the lower
3 pay range which is equal to the rate for voluntary demotions involving three
4 (3) pay ranges;

5
6 2) if such rate falls above the maximum step in the lower pay
7 range, the Employee shall be compensated at the maximum step of the
8 lower pay range;

9
10 c. Upon return to the position in which an Employee last held a
11 permanent appointment, a regular Employee who is demoted on a temporary or
12 provisional appointment basis or who is released from a new probationary
13 appointment following a demotion shall be compensated as though the Employee
14 had remained in the former position continuously.

15
16 D. Compensation Adjustment Upon Transfer.

17
18 1. "Transfer" means the movement of a regular Employee from the position in
19 which the Employee last held a permanent appointment to a vacant civil service position
20 which is in the same class or in a different class assigned to the same pay range in the
21 salary schedule.

22
23 2. A regular Employee who is transferred shall continue at the same basic rate
24 of pay.

25
26 E. Compensation Adjustment Upon Reallocation.

27
28 1. The following definitions shall be applicable to this paragraph:

29
30 a. "Reallocation downward" means the reallocation of a position to a
31 class assigned to a lower pay range in the salary schedule.

1
2 b. "Reallocation upward" means the reallocation of a position to a class
3 assigned to a higher pay range in the salary schedule.

4
5 2. Compensation following reallocation upwards shall be adjusted in the
6 manner as adjustments for promotion.

7
8 3. Compensation adjustment for a reallocation downwards shall be in the
9 manner prescribed in paragraph C.3. However, when downward reallocations are due to
10 disciplinary, involuntary, or voluntary reasons, the Employee's basic rate of pay shall be
11 adjusted in the manner as adjustments for disciplinary, involuntary, or voluntary
12 demotions, as applicable.

13
14 4. Compensation following reallocation of a position in a class to the same pay
15 range shall be adjusted in the manner of adjustments for transfer.

16
17 5. Upon return to the original classification of the Employee's position after a
18 temporary reallocation upward, the Employee shall be compensated at the rate the
19 Employee would have received were it not for the temporary reallocation.

20
21 F. Compensation Adjustment Upon Repricing.

22
23 1. The basic rate of pay of an Employee whose position is in a class which is
24 repriced to a higher pay range shall be adjusted in the manner as adjustments for
25 promotion.

26
27 2. The basic rate of pay of an Employee whose position is in a class which is
28 repriced to a lower pay range shall be adjusted in the manner as adjustments are
29 prescribed in paragraph C.3.

30
31 G. Compensation of Employees Selected from an Open Competitive List

1 Resulting from a Recruitment Above the Minimum.

2
3 Notwithstanding any paragraph in this Article, Employees selected through an
4 open competitive recruitment which permits hiring above the first step may be
5 compensated at a rate determined by the Employer upon their appointment from the open
6 competitive list; provided that the amount the Employee will receive is not less than the
7 amount the Employee would have received if the Employees were compensated in
8 accordance with the applicable paragraph.

9
10 H. Compensation for Temporary Assignment Performed.

11
12 Compensation for temporary assignment shall be as follows:

13
14 1. Except as provided in subparagraph 6, the basic rate of an Employee who
15 performs temporary assignment involving a position assigned to a class in a higher pay
16 range in the salary schedule shall be adjusted in the manner as adjustments for promotion
17 except that any temporary differential **and/or demotion differential** which the Employee
18 was receiving shall not be added to the basic rate of pay but shall be retained by the
19 Employee while performing the temporary assignment.

20
21 2. An Employee who performs a temporary assignment involving a position
22 assigned to the same or lower pay range in the salary schedule shall continue to be
23 compensated at the Employee's basic rate of pay prior to the temporary assignment.

24
25 3. Whenever a temporary assignment involves the assumption of duties and
26 responsibilities of an exempt position not assigned to a salary range, Employees will be
27 compensated at the prescribed statutory rate of pay if such rate is higher than the
28 Employee's existing basic rate of pay. If there is no prescribed statutory rate, the
29 appointing authority may exercise discretion in setting compensation for temporary
30 assignment.

1 4. Whenever a temporary assignment is made for an exempt Employee whose
2 position is not assigned to the salary schedule, and whose temporary assignment
3 involves the assumption of the significant duties and responsibilities of a position
4 assigned to a different salary schedule outside of the bargaining unit, the following will be
5 used to determine whether the assignment is to a higher pay range:
6

7 The maximum rate for the class to which temporary assignment is made is higher
8 than the Employee's existing rate; provided, the dollar difference between the two (2) is
9 more than five percent (5%) of the Employee's existing basic rate of pay.
10

11 If the temporary assignment is to a position in a higher pay range, as determined
12 above, the Employee will be compensated at that step in the higher pay range which
13 exceeds the Employee's existing rate by five percent (5%). If there is no step in the higher
14 pay range which rate exceeds the Employee's basic rate of pay by at least five percent
15 (5%), the Employee shall be compensated at the maximum step in the higher pay range
16 or at the Employee's basic rate of pay, whichever is greater.
17

18 If the temporary assignment does not involve a higher pay range as determined
19 above, the Employee shall be compensated pursuant to subparagraph 2.
20

21 5. Whenever a temporary assignment involves the assumption of the duties
22 and responsibilities of a position in the Excluded Managerial Compensation Plan (EMCP),
23 such assignment shall be compensated in accordance with the provisions that are
24 applicable to Excluded Managerial (EM) Employees.
25

26 6. Compensation adjustments shall not be provided for the following:
27

28 a. An Employee whose position includes assuming the duties and
29 responsibilities of the Employee's superior in the absence of the superior and
30 which assignment is recognized in the Employee's position classification and
31 pricing.

1
2 b. An Employee who performs duties in accordance with the terms of a
3 formal training agreement entered into with the Employee's department head and
4 approved by the director.

5
6 I. Temporary Differential **and Demotion Differential** Pay.

7
8 **1. Temporary Differential Pay.**

9
10 **a.[4-]** An Employee shall be eligible for temporary differential pay as may
11 be provided in this Article. The amount of TD pay shall be the difference between
12 the Employee's basic rate of pay prior to the action taken and the Employee's new
13 basic rate of pay.

14
15 **b.[2-]** The TD pay shall not be considered part of an Employee's basic rate
16 of pay.

17
18 **c.[3-]** The TD pay shall be reduced by an amount equal to any adjustment
19 in the Employee's basic rate of pay due to promotion, upward reallocation, or
20 repricing upward actions. When the adjustment due to these actions is greater
21 than or equal to the TD pay, the TD pay shall be terminated.

22
23 **d.[4-]** When an Employee with TD pay is demoted or transferred, or whose
24 position is reallocated to a class in the same or lower pay range, the TD shall be
25 continued in the new pay range.

26
27 **2. Demotion Differential Pay.**

28
29 **a. An Employee may be eligible for demotion differential (DD) pay**
30 **as provided in this Article. The amount of DD pay shall be the difference**

1 between the Employee's basic rate of pay prior to a demotion and the
2 Employee's new basic rate of pay.

3
4 b. The DD pay shall not be considered part of the Employee's
5 basic rate of pay.

6
7 c. When an Employee with DD pay is promoted, reallocated
8 upward, or repriced upward, the DD pay shall be reduced by an amount
9 equal to any adjustment in the Employee's basic rate of pay. When the
10 adjustment due to these actions is greater than or equal to the DD pay, the
11 DD pay shall be terminated.

12
13 d. When an Employee with DD pay receives a step movement, the
14 DD pay shall be continued except when the sum of the Employee's new
15 basic rate of pay and existing DD pay is greater than or equal to the
16 maximum of the Employee's salary range, the new DD pay shall equal the
17 greater of:

18
19 1) The maximum of the Employee's existing salary range
20 minus the Employee's new basic rate of pay; or

21
22 2) The sum of the Employee's existing basic rate of pay
23 and existing DD pay, minus the Employee's new basic rate of pay.

24
25 e. When an Employee with DD pay is demoted, transferred, or
26 reallocated to a class in the same or lower pay range, the DD pay shall be
27 continued in the new pay range.

28
29 J. Compensation Adjustment for Non-Regular Employees.

30
31 1. Movements of non-regular Employees to other civil service positions shall

1 not be classified as promotions, transfers, or demotions, but shall be considered as new
2 appointments and compensation adjustments upon these new appointments shall be as
3 prescribed in this paragraph.
4

5 2. A non-regular Employee who is moved from the position in which the
6 Employee was serving a probational appointment to another position assigned to the
7 same salary range shall continue at the same basic rate of pay.
8

9 3. A non-regular Employee who is moved from the position in which the
10 Employee was serving a temporary appointment to another position in the same class
11 and in the same department shall continue at the same basic rate of pay.
12

13 4. Non-regular Employees serving temporary appointments who are
14 converted to initial probational or permanent appointments in the same positions that the
15 Employees were serving temporary appointments will continue to receive the same basic
16 rate of pay they were receiving while serving temporary appointment.
17

18 5. The compensation of a non-regular Employee after a personnel transaction
19 other than as described in subparagraphs 2, 3, and 4, shall be at the initial step of the
20 salary range.
21

22 K. Compensation Adjustment for Exempt Employees Accepting Civil Service
23 Appointments, or Whose Exempt Positions are Converted to Civil Service Positions.
24

25 1. Exempt Employees who move to civil service positions or who are granted
26 civil service status pursuant to legislation shall not have the transaction considered as
27 promotions, transfers, or demotions. Such transactions shall be considered new
28 appointments and pay adjustments upon these new appointments shall be as prescribed
29 in this paragraph.
30

31 2. An exempt Employee who is granted civil service status pursuant to

1 legislation shall retain the basic rate of pay the Employee was receiving immediately prior
2 to being granted civil service status; provided:

3
4 a. If the Employee's rate of pay falls between two (2) steps in the salary
5 schedule, the Employee shall be compensated at the lower step.

6
7 b. If the Employee's rate of pay falls below the minimum step of the
8 salary schedule, the Employee shall be compensated at the minimum step.

9
10 c. If the Employee's rate of pay falls above the maximum step of the
11 salary schedule, the Employee shall be compensated at the maximum step.

12
13 3. Exempt Employees selected from an open competitive list to civil service
14 positions other than as described in subparagraph 1, shall be compensated at the initial
15 step of the salary range.

16
17 L. Compensation Adjustment for Employees Moving to Exempt Appointments.

18
19 Movements of Employees to exempt positions shall not be classified as
20 promotions, transfers, or demotions, but shall be considered as new appointments and
21 compensation adjustments upon these new appointments shall be as follows:

22
23 1. The Employee shall be compensated at the prescribed statutory rate for the
24 exempt position; or

25
26 2. If there is no prescribed statutory rate, then the rate determined by the
27 appointing authority.

28
29 M. Compensation Adjustments for Regular Employees Serving Limited Term
30 Appointments, Temporary Appointments, or New Probational Appointments, in Another
31 Position.

1
2 1. Regular Employees serving limited term appointments, temporary
3 appointments, or new probational appointments, who are promoted, transferred, or
4 demoted, or whose permanent position is reallocated or repriced shall have their
5 compensation adjusted from their permanent positions pursuant to paragraphs B, C, D,
6 E, or F, as applicable, except as follows:

7
8 a. An Employee who is moved from the position in which the Employee
9 was serving a probational appointment to another position assigned to the same
10 salary range shall continue at the same basic rate of pay.

11
12 b. An Employee who is moved from the position in which the Employee
13 was serving a temporary appointment to another position in the same class and in
14 the same department shall continue at the same basic rate of pay.

15
16 2. Regular Employees serving limited term or other temporary appointments
17 who are converted to probational or permanent appointments in the same positions that
18 they were serving on a limited term or other temporary appointment basis shall continue
19 to receive the same basic rate of pay they were receiving while serving the limited term
20 or temporary appointment.

21
22 N. Compensation Adjustments Following an Intergovernmental Movement
23 Made Pursuant to Law.

24
25 When an intergovernmental movement has been made pursuant to law, the
26 compensation of the regular Employee involved shall be adjusted as follows:

27
28 1. If the result of the intergovernmental movement is that the Employee moves
29 to a position assigned to a class with a higher pay range in the salary schedule than the
30 previous pay range, the Employee's compensation shall be adjusted in the manner as
31 adjustments for promotion.

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2. If the result of the intergovernmental movement is that the Employee moves to a position assigned to a class with the same pay range in the salary schedule as the previous pay range, the Employee's compensation shall be adjusted in the manner of adjustments for transfer.

3. If the result of the intergovernmental movement is that the Employee moves to a position assigned to a class with a lower pay range in the salary schedule than the previous pay range, the Employee's compensation shall be adjusted in the manner as adjustments for voluntary demotion.

O. Other Compensation Adjustments.

Compensation adjustments not expressly provided for by this Agreement but necessitated by authorized personnel movements or situations shall be made by the director of personnel services, director of civil service, or the administrative director of the courts, as applicable; provided that consultation shall take place with the Union prior to effecting any adjustments under this paragraph.

Bargaining Unit 14
TENTATIVE AGREEMENT
Union RP
Employer RJM
Date Jan 8, 2020

ARTICLE 14 – COMPENSATION ADJUSTMENT

A. General Provisions.

1. For purpose of clarification, the provisions of this Article shall not be applicable where an Employee moves from one (1) governmental jurisdiction to another, except as specifically provided herein.

2. For purposes of this Article, "basic rate of pay" means the rate of pay assigned to the salary range and step an Employee is receiving as compensation. For an Employee whose position is not assigned to the salary range, "basic rate of pay" shall mean the actual rate of compensation an Employee is receiving as remuneration for services performed in a particular position, not including any differentials.

3. When the effective dates of more than one (1) personnel action coincide, pay adjustments shall be made in the following order:

- a. Step movement;
- b. Negotiated wage increase;
- c. Changeover to a new pay schedule;
- d. Repricing;
- e. Promotion;
- f. Reallocation;
- g. Other personnel actions.

4. A leave of absence without pay shall end upon the day before the first working day an Employee properly reports for duty, and an Employee shall be entitled to receive compensation as of the first working day the Employee properly reports for duty. Each calendar day from the beginning to the end of an Employee's leave of

1 absence without pay shall be charged as leave without pay provided that an Employee
2 who is granted a leave of absence without pay and who returns to duty after being
3 absent from work for only one (1) working day or less, shall be charged for one (1) day
4 of leave of absence without pay or less, as applicable, even though one (1) or more
5 scheduled or normal non-working days or a holiday may have preceded the Employee's
6 return to duty.

7
8 5. An Employee who leaves the service without having worked on all
9 scheduled working days for that month shall be compensated pursuant to the following
10 formula: Employee's monthly basic rate of pay plus TD, DD, CD, SD, RD, or SAD as
11 applicable X (number of days worked/number of working days in a month, including
12 holidays).

13
14 6. An Employee who suffers a disabling personal injury arising out of and in
15 the course of employment, except for an injury caused by the Employee's negligence,
16 willful intention to injure the Employee or others, or by the Employee's intoxication or
17 because of the influence of a non-prescribed controlled substance, shall be credited for
18 a full day's work on the day of the injury regardless of the time the Employee is injured.

19
20 7. An Employee who initially was properly compensated following a
21 promotion, the adoption of a new pay schedule, a temporary assignment, pricing or
22 repricing, or any other personnel action affecting pay, shall not be required to make
23 reimbursement when it is found subsequently that an overpayment in salary occurred
24 due to the retroactive feature of a position classification action. However, the proper
25 pay adjustment shall be made as of the first pay period following the date of notice of
26 action by the director.

27
28 8. Employees who are receiving a shortage differential shall have their
29 compensation adjusted in the same manner as their included counterparts occupying
30 positions in shortage and related shortage classes.

31

1 **B. Compensation Adjustment Upon Promotion.**

2
3 1. As used in this paragraph, "promotion" means the movement of a regular
4 Employee from the position in which the Employee last held a permanent appointment
5 to a vacant civil service position assigned to a class with a higher pay range in the
6 salary schedule.

7
8 2. A regular Employee who is promoted shall be compensated as follows:

9
10 a. For promotions involving a movement of three (3) or less pay
11 ranges, the Employee shall be compensated at the corresponding step in the
12 higher salary range.

13
14 b. For promotions involving a movement of more than three (3) pay
15 ranges, the Employee shall be compensated at the step in the higher salary
16 range which is equal to the rate for promotions involving three (3) pay ranges. If
17 such rate falls below the minimum step, the Employee shall be compensated at
18 the minimum step of the higher pay range.

19
20 3. Regular Employees who return to their permanent positions after a
21 promotion on a temporary appointment basis or are released from a new probationary
22 appointment following a promotion shall be compensated as though they had remained
23 in their permanent positions continuously.

24
25 **C. Compensation Adjustment Upon Demotion.**

26
27 1. The following definitions shall be applicable to this paragraph:

28
29 a. "Demotion" means the movement of a regular Employee from the
30 position in which the Employee last held a permanent appointment to a vacant

1 civil service position assigned to a class with a lower pay range in the salary
2 schedule.

3

4 b. "Demotion due to a reorganization" means a demotion of an
5 Employee as a result of a reorganization action.

6

7 c. "Demotion to avoid layoff" means a demotion accepted by an
8 Employee to avoid being laid off.

9

10 d. "Disciplinary demotion" means a demotion action taken by the
11 appointing authority for disciplinary reasons.

12

13 e. "Involuntary demotion" means a demotion action taken by the
14 appointing authority due to the Employee's inability to perform the duties and
15 responsibilities of the Employee's position, or due to the Employee's failure to
16 meet qualification requirements for the position.

17

18 f. "Non-service connected disability demotion" means the movement
19 of an Employee to a vacant civil service position assigned to a class with a lower
20 pay range in the salary schedule, due to a disability sustained by the Employee
21 other than while performing the duties and responsibilities of the Employee's
22 position.

23

24 g. "Service connected disability demotion" means the movement of a
25 regular Employee or an Employee serving an initial probationary period to a
26 vacant civil service position assigned to a class with a lower pay range in the
27 salary schedule, due to a disability sustained by the Employee while performing
28 the duties and responsibilities of the Employee's position.

29

30 h. "Voluntary demotion" means a demotion requested by an
31 Employee and granted by the appointing authority.

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2. Disciplinary or Involuntary Demotion.

a. A regular Employee who is involuntarily demoted or who is demoted for disciplinary reasons shall be compensated at the corresponding step in the lower salary range or any lower step in the lower salary range.

b. Upon release from a disciplinary demotion given on a temporary basis, a regular Employee shall be compensated as though the Employee had remained in the former position continuously.

3. Demotion to Avoid Layoff; Demotion Due to Reorganization; Service Connected Disability Demotion.

a. Prior to July 1, 2020, [A]n Employee who accepts a demotion to avoid layoff; or is demoted due to a reorganization; or who receives a service connected disability demotion, shall retain the Employee's basic rate of pay; provided:

1)[a-] If the Employee's basic rate of pay falls between two (2) steps in the lower pay range, the Employee shall be compensated at the step in the lower pay range whose rate is immediately below the Employee's basic rate of pay and shall be entitled to a temporary differential.

2)[b-] If the Employee's basic rate of pay falls above the maximum step in the lower pay range, the Employee shall be compensated at the maximum step and shall be entitled to a temporary differential.

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b. Effective July 1, 2020, an Employee who accepts a demotion to avoid layoff; or is demoted due to a reorganization; or who receives a service connected disability demotion, shall be compensated as follows:

1) For demotions involving a movement of three (3) or less pay ranges, the Employee shall be compensated at the corresponding step in the lower pay range and shall be entitled to a demotion differential (DD).

2) For demotions involving a movement of more than three (3) pay ranges, the Employee shall be compensated at the step in the lower pay range which is equal to the rate for voluntary demotion involving three (3) pay ranges and shall be entitled to a DD. If the rate for voluntary demotion involving three (3) pay ranges falls above the maximum step in the lower pay range, the Employee shall be compensated at the maximum step of the lower pay range and shall be entitled to a DD.

4. Non-Service Connected Disability Demotion.

a. Prior to July 1, 2020, [A]an Employee who receives a non-service connected disability demotion shall be compensated as provided below:

1)[a-] A regular Employee who has fifteen (15) or more years of continuous service in the civil service of the Employee's governmental jurisdiction shall retain the Employee's basic rate of pay; provided that:

a)[4] If the Employee's basic rate of pay falls between two (2) steps in the lower pay range, the Employee shall be compensated at the step in the lower pay range whose rate is

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immediately below the Employee's basic rate of pay and shall be entitled to a temporary differential.

b)(2) If the Employee's basic rate of pay falls above the maximum step in the lower pay range, the Employee shall be compensated at the maximum step and shall be entitled to a temporary differential.

2)(b-) A regular Employee with at least five (5) years but less than fifteen (15) years of continuous service in the civil service of the Employee's governmental jurisdiction shall retain the Employee's basic rate of pay for a period beyond the effective date of the demotion as follows:

Years of Service	Months of Compensation Retention
5	12
6	14
7	16
8	18
9	20
10	22
11	24
12	26
13	28
14	30

a)(4) If the Employee's basic rate of pay falls between two (2) steps in the lower pay range, the Employee shall be compensated at the step in the lower pay range whose rate is

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immediately below the Employee's basic rate of pay and shall be entitled to a temporary differential.

b)(2) If the Employee's basic rate of pay falls above the maximum step in the lower pay range, the Employee shall be compensated at the maximum step and shall be entitled to a temporary differential.

3)(e) The basic rate of pay of a regular Employee with less than five (5) years of continuous service in the civil service of the Employee's governmental jurisdiction, or a regular Employee whose retention period as prescribed in clause b., has expired, shall be adjusted in the manner of adjustments for service connected disability demotion, provided the Employee shall not be entitled to temporary differential.

b. Effective July 1, 2020, compensation adjustment for a non-service connected disability demotion shall be in the manner prescribed in paragraph C.3.b.

5. Voluntary Demotion.

a. A regular Employee who accepts a voluntary demotion shall be compensated as follows:

1) For voluntary demotions involving a movement of three (3) or less pay ranges, the Employee shall be compensated at the corresponding step in the lower pay range.

2) For voluntary demotions involving a movement of more than three (3) pay ranges, the Employee shall be compensated at the step in the lower pay range which is equal to the rate for voluntary demotions

1 involving three (3) pay ranges. If such rate falls above the maximum step
2 in the lower pay range, the Employee shall be compensated at the
3 maximum step of the lower pay range.
4

5 b. Upon return to the position in which an Employee last held a
6 permanent appointment, a regular Employee who is demoted on a temporary
7 appointment basis or who is released from a new probationary appointment
8 following a demotion shall be compensated as though the Employee had
9 remained in the former position continuously.
10

11 **D. Compensation Adjustment Upon Transfer.**
12

13 1. "Transfer" means the movement of a regular Employee from the position
14 in which the Employee last held a permanent appointment to a vacant civil service
15 position which is in the same class or in a different class assigned to the same pay
16 range in the salary schedule.
17

18 2. A regular Employee who is transferred shall continue at the same basic
19 rate of pay.
20

21 **E. Compensation Adjustment Upon Reallocation.**
22

23 1. The following definitions shall be applicable to this paragraph:
24

25 a. "Reallocation downward" means the reallocation of a position to a
26 class assigned to a lower pay range in the salary schedule.
27

28 b. "Reallocation upward" means the reallocation of a position to a
29 class assigned to a higher pay range in the salary schedule.
30

1 2. **Compensation following reallocation upwards shall be adjusted in the**
2 **manner as adjustments for promotion.**

3

4 3. **Compensation adjustment for a reallocation downwards shall be in the**
5 **manner prescribed in paragraph C.3. However, when downward reallocations are due**
6 **to disciplinary, involuntary, or voluntary reasons, the Employee's basic rate of pay shall**
7 **be adjusted in the manner as adjustments for disciplinary, involuntary, or voluntary**
8 **demotions, as applicable.**

9

10 4. **Compensation following reallocation of a position in a class to the same**
11 **pay range shall be adjusted in the manner of adjustments for transfer.**

12

13 5. **Upon return to the original classification of the Employee's position after a**
14 **temporary reallocation upward, the Employee shall be compensated at the rate the**
15 **Employee would have received were it not for the temporary reallocation.**

16

17 **F. Compensation Adjustment Upon Repricing.**

18

19 1. **The basic rate of pay of an Employee whose position is in a class which is**
20 **repriced to a higher pay range shall be adjusted in the manner as adjustments for**
21 **promotion.**

22

23 2. **The basic rate of pay of an Employee whose position is in a class which is**
24 **repriced to a lower pay range shall be adjusted in the manner as adjustments are**
25 **prescribed in paragraph C.3.**

26

27 **G. Compensation of Employees Selected from an Open Competitive List**
28 **Resulting from a Recruitment Above the Minimum.**

29

1 Notwithstanding any paragraph in this Article, Employees selected through an
2 open competitive recruitment which permits hiring above the first step may be
3 compensated at a rate determined by the Employer upon their appointment from the
4 open competitive list; provided that the amount the Employee will receive is not less
5 than the amount the Employee would have received if the Employees were
6 compensated in accordance with the applicable paragraph.

7
8 **H. Compensation for Temporary Assignment Performed.**

9
10 Compensation for temporary assignment shall be as follows:

11
12 1. Except as provided in subparagraph 6., the basic rate of an Employee
13 who performs temporary assignment involving a position assigned to a class in a higher
14 pay range in the salary schedule shall be adjusted in the manner as adjustments for
15 promotion except that any temporary differential and/or demotion differential which
16 the Employee was receiving shall not be added to the basic rate of pay but shall be
17 retained by the Employee while performing the temporary assignment.

18
19 2. An Employee who performs a temporary assignment involving a position
20 assigned to the same or lower pay range in the salary schedule shall continue to be
21 compensated at the Employee's basic rate of pay prior to the temporary assignment.

22
23 3. Whenever a temporary assignment involves the assumption of duties and
24 responsibilities of an exempt position not assigned to a salary range (regardless of
25 whether the exempt position is within the bargaining unit or outside of the bargaining
26 unit), Employees will be compensated at the prescribed statutory rate of pay if such rate
27 is higher than the Employee's existing basic rate of pay. If there is no prescribed
28 statutory rate, the appointing authority may exercise discretion in setting compensation
29 for temporary assignment; provided, the compensation shall be no less than the
30 Employee's basic rate of pay.

1 4. Whenever a temporary assignment is made for an exempt Employee
2 whose position is not assigned to the salary schedule, and whose temporary
3 assignment involves the assumption of the significant duties and responsibilities of a
4 position assigned to a salary schedule outside of the bargaining unit, the following will
5 be used to determine whether the assignment is to a higher pay range:
6

7 The maximum rate for the class to which temporary assignment is made is higher
8 than the Employee's existing rate; provided, the dollar difference between the two (2) is
9 more than five percent (5%) of the Employee's existing basic rate of pay.
10

11 If the temporary assignment is to a position in a higher pay range, as determined
12 above, the Employee will be compensated at that step in the higher pay range which
13 exceeds the Employee's existing rate by five percent (5%). If there is no step in the
14 higher pay range which rate exceeds the Employee's basic rate of pay by at least five
15 percent (5%), the Employee shall be compensated at the maximum step in the higher
16 pay range or at the Employee's basic rate of compensation, whichever is greater.
17

18 If the temporary assignment does not involve a higher pay range as determined
19 above, the Employee shall be compensated pursuant to subparagraph 2.
20

21 5. Whenever a temporary assignment involves the assumption of the duties
22 and responsibilities of a position in the Excluded Managerial Compensation Plan
23 (EMCP), such assignment shall be compensated in accordance with the provisions that
24 are applicable to Excluded Managerial (EM) Employees.
25

26 If the temporary assignment does not involve a higher pay range as determined
27 above, the Employee shall be compensated pursuant to subparagraph 2.
28

29 6. Compensation adjustments shall not be provided for the following:
30

1 a. An Employee whose position includes assuming the duties and
2 responsibilities of the Employee's superior in the absence of the superior and
3 which assignment is recognized in the Employee's position classification and
4 pricing.

5
6 b. An Employee who performs duties in accordance with the terms of
7 a formal training agreement entered into with the Employee's department head
8 and approved by the director.

9
10 I. Temporary Differential and Demotion Differential Pay.

11
12 1. Temporary Differential Pay.

13
14 a.~~[1-]~~ An Employee shall be eligible for temporary differential pay as may
15 be provided in this Article. The amount of TD pay shall be the difference
16 between the Employee's basic rate of pay prior to the action taken and the
17 Employee's new basic rate of pay.

18
19 b.~~[2-]~~ The TD pay shall not be considered part of an Employee's basic
20 rate of pay.

21
22 c.~~[3-]~~ The TD pay shall be reduced by an amount equal to any
23 adjustment in the Employee's basic rate of pay due to promotion, upward
24 reallocation, or repricing upward actions. When the adjustment due to these
25 actions is greater than or equal to the TD pay, the TD pay shall be terminated.

26
27 d.~~[4-]~~ When an Employee with TD pay is demoted or transferred, or
28 whose position is reallocated to a class in the same or lower pay range, the TD
29 shall be continued in the new pay range.

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31 2. Demotion Differential Pay.

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a. An Employee may be eligible for demotion differential (DD) pay as provided in this Article. The amount of DD pay shall be the difference between the Employee's basic rate of pay prior to a demotion and the Employee's new basic rate of pay.

b. The DD pay shall not be considered part of the Employee's basic rate of pay.

c. When an Employee with DD pay is promoted, reallocated upward, or repriced upward, the DD pay shall be reduced by an amount equal to any adjustment in the Employee's basic rate of pay. When the adjustment due to these actions is greater than or equal to the DD pay, the DD pay shall be terminated.

d. When an Employee with DD pay receives a step movement, the DD pay shall be continued except when the sum of the Employee's new basic rate of pay and existing DD pay is greater than or equal to the maximum of the Employee's salary range, the new DD pay shall equal the greater of:

1) The maximum of the Employee's existing salary range minus the Employee's new basic rate of pay; or

2) The sum of the Employee's existing basic rate of pay and existing DD pay, minus the Employee's new basic rate of pay.

e. When an Employee with DD pay is demoted, transferred, or reallocated to a class in the same or lower pay range, the DD pay shall be continued in the new pay range.

1 **J. Compensation Adjustment for Non-Regular Employees.**

2
3 1. **Movements of non-regular Employees to other civil service positions shall**
4 **not be classified as promotions, transfers, or demotions, but shall be considered as new**
5 **appointments and compensation adjustments upon these new appointments shall be as**
6 **prescribed in this paragraph.**

7
8 2. **A non-regular Employee who is moved from the position in which the**
9 **Employee was serving a probational appointment to another position assigned to the**
10 **same salary range shall continue at the same basic rate of pay.**

11
12 3. **A non-regular Employee who is moved from the position in which the**
13 **Employee was serving a temporary appointment to another position in the same salary**
14 **range and salary schedule and in the same department shall continue at the same basic**
15 **rate of pay.**

16
17 4. **Non-regular Employees serving temporary appointments who are**
18 **converted to initial probational or permanent appointments in the same positions that**
19 **the Employees were serving temporary appointments will continue to receive the same**
20 **basic rate of pay they were receiving while serving temporary appointment.**

21
22 5. **Non-regular full supervisory Employees with at least one (1) year of**
23 **continuous service who move to other civil service positions shall have their**
24 **compensation adjusted as though they were promoted, demoted or transferred.**

25
26 6. **The compensation of a non-regular Employee after a personnel**
27 **transaction other than as described in subparagraphs 2, 3, 4, and 5 shall be at the initial**
28 **step of the salary range.**

29
30 **K. Compensation Adjustment for Exempt Employees Accepting Civil Service**
31 **Appointments, or Whose Exempt Positions are Converted to Civil Service Positions.**

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1. Exempt Employees who move to civil service positions or who are granted civil service status pursuant to legislation shall not have the transaction considered as promotions, transfers, or demotions. Such transactions shall be considered new appointments and pay adjustments upon these new appointments shall be as prescribed in this paragraph.

2. An exempt Employee who is granted civil service status pursuant to legislation shall retain the basic rate of pay the Employee was receiving immediately prior to being granted civil service status; provided:

a. If the Employee's rate of pay falls between two (2) steps in the salary schedule, the Employee shall be compensated at the lower step.

b. If the Employee's rate of pay falls below the minimum step of the salary schedule, the Employee shall be compensated at the minimum step.

c. If the Employee's rate of pay falls above the maximum step of the salary schedule, the Employee shall be compensated at the maximum step.

3. Exempt Employees selected from an open competitive list to civil service positions other than as described in subparagraph 1., shall be compensated at the initial step of the salary range.

L. Compensation Adjustment for Employees Moving to Exempt Appointments.

Movements of Employees to exempt positions shall not be classified as promotions, transfers, or demotions, but shall be considered as new appointments and compensation adjustments upon these new appointments shall be as follows:

1 1. The Employee shall be compensated at the prescribed statutory rate for
2 the exempt position; or,

3
4 2. If there is no prescribed statutory rate, then the rate determined by the
5 appointing authority.

6
7 M. Compensation Adjustments for Regular Employees Serving Limited Term
8 Appointments, Temporary Appointments, or New Probational Appointments, in Another
9 Position.

10
11 1. Regular Employees serving limited term appointments, temporary
12 appointments, or new probational appointments, who are promoted, transferred, or
13 demoted, or whose permanent position is reallocated or repriced shall have their
14 compensation adjusted from their permanent positions pursuant to paragraphs B, C, D,
15 E, or F, as applicable, except as follows:

16
17 a. An Employee who is moved from the position in which the
18 Employee was serving a probational appointment to another position assigned to
19 the same salary range shall continue at the same basic rate of pay.

20
21 b. An Employee who is moved from the position in which the
22 Employee was serving a temporary appointment to another position in the same
23 class and in the same department shall continue at the same basic rate of pay.

24
25 2. Regular Employees serving limited term or other temporary appointments
26 who are converted to probational or permanent appointments in the same positions that
27 they were serving on a limited term or other temporary appointment basis shall continue
28 to receive the same basic rate of pay they were receiving while serving the limited term
29 or temporary appointment.

1 **N. Compensation Adjustments Following an Intergovernmental Movement**
2 **Made Pursuant to Law.**

3

4 When an intergovernmental movement has been made pursuant to law, the
5 compensation of the regular Employee involved shall be adjusted as follows:

6

7 1. If the result of the intergovernmental movement is that the Employee
8 moves to a position assigned to a class with a higher pay range in the salary schedule
9 than the previous pay range, the Employee's compensation shall be adjusted in the
10 manner as adjustments for promotion.

11

12 2. If the result of the intergovernmental movement is that the Employee
13 moves to a position assigned to a class with the same pay range in the salary schedule
14 as the previous pay range, the Employee's compensation shall be adjusted in the
15 manner of adjustments for transfer.

16

17 3. If the result of the intergovernmental movement is that the Employee
18 moves to a position assigned to a class with a lower pay range in the salary schedule
19 than the previous pay range, the Employee's compensation shall be adjusted in the
20 manner as adjustments for voluntary demotion.

21

22 **O. Step Movements.**

23

24 1. All step movement costs under this paragraph shall be included in the
25 costs of collective bargaining and submitted to the respective legislative bodies for
26 approval at the appropriate time.

27

28 2. The following definitions shall be applicable to this paragraph:

29

1 a. "Step movement" means the movement of an Employee to the next
2 step within the same pay range which rate immediately exceeds the Employee's
3 basic rate of pay.

4
5 b. "Step movement date" means the date the Employee is to be
6 granted a step movement after rendering the minimum number of years of
7 creditable service.

8
9 3. In determining creditable service for step movement, the following shall
10 apply:

11
12 a. "Service" means:

13
14 1) For employees who become excluded from bargaining unit
15 14 on February 22, 2016 as a result of Act 137, SLH 2013; employment
16 service on a step in any Employer jurisdiction in an existing or former
17 position which is or has been included in bargaining unit 3 or 4 prior to
18 February 22, 2016 or bargaining unit 14 on or after February 22, 2016 or
19 which would have been included in bargaining unit 3 or 4 or 14 were it not
20 excluded therefrom, provided there is no break in service.

21
22 2) For employees who enter or re-enter a position excluded
23 from bargaining unit 14 after February 22, 2016, employment service on a
24 step in any Employer jurisdiction in an existing or former position which is
25 or has been included in bargaining unit 14 or which would have been
26 included in bargaining unit 14 were it not excluded therefrom, provided
27 there is no break in service.

28
29 b. "Break in service," for purposes of this paragraph, means a
30 separation from service or a movement out of the bargaining unit; provided that a

1 new appointment within the bargaining unit on the next consecutive work day
2 shall not constitute a break in service.

3
4 c. Service throughout a work year shall be creditable for a step
5 movement provided that the following shall be considered time not creditable:

6
7 1) absences without pay, except as provided in subparagraph
8 3.d. below;

9
10 2) absences due to suspension; or

11
12 3) any period of substandard performance.

13
14 d. A period of authorized leave without pay for the following purposes
15 shall be construed as creditable service:

16
17 1) to be on sabbatical leave;

18
19 2) to recuperate from an injury for which workers' compensation
20 weekly payments are made, or

21
22 3) to be on military service where the President of the United
23 States or the governor of the State has called the Employee to active duty.

24
25 4. Determining Step Movement Date.

26
27 a. Subject to adjustment for all periods of time not creditable as
28 provided in subparagraph 3.c., the step movement date shall be determined as
29 follows:

30

1	A	1
2	B	1
3	C	2
4	D	3
5	E	3
6	F	3
7	G	3
8	H	3
9	I	3
10	J	3
11	K	3
12	L	3

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2) Effective July 1, 2016, the minimum number of years of satisfactory creditable service required for advancement to the next higher step shall be as specified in the following:

Existing Step	Minimum No. of Years of Creditable Service at Existing Step Before Movements to Next Step
A	3
B	3
C	3
D	3
E	3
F	3
G	3
H	3
I	3
J	3

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b. The Employee shall not be entitled to receive a step movement on a date earlier than the Employee's step movement date and any time earned in excess of the minimum time required for the step movement is voided upon movement to the next higher step in the same pay range.

6. Effect of Personnel Actions.

a. Promotion, Demotion, Reallocation or Repricing

Notwithstanding subparagraph 5 above, an Employee who is promoted, demoted or whose position is reallocated or repriced to another pay range shall be credited with time earned in the former pay range or pay ranges toward eligibility for a step movement in the new pay range.

b. Transfer or Reallocation to a Class at Same Pay Range

An Employee who is transferred or whose position is reallocated to a class in the same pay range shall not lose time earned toward eligibility for a step movement increase.

c. Return to Position Following Release from Limited Term, or New Probationary Appointment

An Employee who returns to the Employee's permanent position following release from a limited term or new probationary appointment, whether from a position within the bargaining unit or from a position outside the bargaining unit, shall be credited with service rendered as though the Employee had remained in the former position continuously.

1 **P. Other Compensation Adjustments.**

2

3 **Compensation adjustments not expressly provided for by this document but**
4 **necessitated by authorized personnel movements or situations shall be made by the**
5 **chief personnel or human resources executive, as applicable.**

COMPENSATION ADJUSTMENTS

Applicable to EMCP employees excluded from BU 9 and 14

Effective July 1, 2020, an Employee who accepts a demotion

- to avoid a layoff,
- demotion due to reorganization,
- service connected disability or non-service connected disability demotion,
- reallocation downward, except does not include downward reallocations for disciplinary, involuntary, or voluntary reasons,
- repricing to a lower pay range;

shall be compensated as follows:

1. The employee's basic rate of pay shall be adjusted using the standard compensation adjustment for voluntary demotions* and shall be entitled to a demotion differential (DD). The amount of the DD pay shall be the difference between the Employee's basic rate of pay prior to a demotion and the Employee's new basic rate of pay.
2. The DD pay shall not be considered part of the Employee's basic rate of pay.
3. When an Employee with DD pay is promoted, reallocated upward, or repriced upward, the DD pay shall be reduced by an amount equal to any adjustment in the Employee's basic rate of pay. When the adjustment due to these actions is greater than or equal to the DD pay, the DD pay shall be terminated.
4. When an Employee with DD pay receives a salary increase to their basic rate of pay, the DD pay shall be continued except when the sum of the Employee's new basic rate of pay and existing DD pay is greater than or equal to the maximum of the Employee's pay range, the new DD pay shall equal the greater of:
 - a. The maximum of the Employee's existing pay range minus the Employee's new basic rate of pay; or
 - b. The sum of the Employee's existing basic rate of pay and existing DD pay, minus the Employee's new basic rate of pay.
5. When an Employee with DD pay is demoted, transferred, or reallocated to a class in the same or lower pay range, the DD pay shall be continued in the new pay range.

*Voluntary Demotion for Excluded Managers: An employee who accepts a voluntary demotion shall be compensated by subtracting from the Employee's basic rate of pay the dollar amount which results by multiplying the Employee's basic rate of pay by the applicable pay range change percentage

# of Pay Ranges Moved	Pay Range Change %
1-2	10%
3-5	15%
6 or more	20%

If this results in an amount which is below the minimum or above the maximum rate in the lower pay range, the Employee shall be compensated at the minimum or maximum rate in the lower pay range. (Page C-74 & C-67, Excluded Employee Adjustments – July 1991).

Bargaining Unit 9
Tentative Agreement
Employer SR
Union Rc
Date 5/6/19

ARTICLE 42 - SICK LEAVE

A. Earning of Sick Leave.

1. All Employees covered by this Agreement shall be credited for sick leave at the rate of fourteen (14) hours for each month of service. For the purpose of this Article, a workday is defined as an eight (8) hour workday.

2. If an Employee renders less than a month of service, the Employee's sick leave allowance for such month shall be computed as follows:

Actual Straight Time Hours of Service	Working Hours of Leave
For 0 to 31	0
For 32 to 55	4
For 56 to 79	6
For 80 to 103	8
For 104 to 127	10
For 128 to 151	12
For 152 or more	14

The term "actual straight time hours of service" shall include paid holidays.

B. Except as hereinafter otherwise provided, sick leave allowance shall accrue to an Employee while the Employee is on leave with pay. No sick leave allowance shall accrue:

1. During the period of any vacation leave or sick leave granted when the employment terminates or is to terminate at the end of such leave.

2. During the period the Employee is on leave without pay, except for the period the Employee is on leave for disability and is being paid workers' compensation therefore.

3. During any period of valid suspension which is sustained in the event an appeal is made by the Employee.

4. During any period of unauthorized leave.

5. During any period the Employee is on educational/sabbatical leave.

6. During any period of leave with pay pending investigation if the Employee:

- a. is subsequently discharged/dismissed;
- b. resigns or retires prior to the discharge/dismissal; or
- c. resigns or retires during the investigation.

C. Accumulation of Sick Leave. An Employee may accumulate the sick leave earned. The unused sick leave accumulated shall be credited to the Employee's account for subsequent use in the event of a sickness. Such unused sick leave may be accumulated without limitation.

D. Sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year. After the end of each year, the appointing authority will furnish each Employee with a statement of the sick leave credit remaining as of December 31.

E. Notification of Sickness.

1. Notification of absence on account of sickness shall be given at least thirty (30) minutes prior to the start of the Employee's scheduled workday or if impracticable as soon thereafter as circumstances permit. However, in operations where Employees on a shift normally relieve Employees on the previous shift, notification of absence shall be given at least two (2) hours prior to the start of the Employee's scheduled shift, except in extenuating circumstances whereby an Employee is unable to provide such notice.

2. If, in the opinion of the department head, such notification has not been given in accordance with this section, such absence may, in the discretion of the department head, be charged to vacation allowance or leave without pay.

F. Application for Sick Leave. Application for sick leave shall be filed on a form prescribed by the Employer or the Employer's designee within five (5) working days after return to duty; provided, that in the event such Employee dies before that time or before returning to duty, the Employee's executor or administrator or the appropriate department head if the department head deems it proper may file such application within six (6) months after the Employee's death. Sick leave shall not be granted unless it is proved to the satisfaction of the department head that the Employee's absence from work was necessary because of sickness.

G. The department head shall require the Employee to submit a [~~licensed physician's~~] certificate **from a licensed physician or an advanced practice registered nurse (APRN)** for absence of five (5) or more consecutive working days to substantiate the fact that the period of absence was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of the Employee's position. The department head may require the Employee to be examined by a physician of said department head's choice provided the department assumes the cost of the physician's services.

H. Absence due to sickness lasting less than one (1) hour shall not be charged to sick leave when such sickness occurs during the final hour of work and the Employee is released from work.

I. Upon application by the Employee, sick leave, when granted may include all sick leave allowance as of the last full month of service immediately preceding the return to duty from sick leave, or as much thereof as is needed, to permit the Employee to recover from the sickness.

J. Sick leave shall be allowed for medical, dental, optical and optometrical appointments which the Employee cannot schedule for non-work time.

K. Sick Leave--How Charged. Employees shall be charged with sick leave only for absence on account of sickness on days upon which, but for such sickness, they would normally have worked and received pay.

L. Physical examinations required by the Employer shall not be charged against an Employee's sick leave.

M. Additional Sick Leave With Pay. Additional sick leave with pay, in excess of that to which the Employee is entitled, may be granted with the written approval of the Employer under such conditions that it may prescribe, provided, that due consideration shall be given to the length of service of the particular Employee.

N. Use of Cumulative Sick Leave Allowance After Transfer Between Departments. When an Employee resigns a position to accept a position in another department of the Employer as the result of a transfer (including promotion, demotion or original appointment) or in case of any other movement from one department to another of the Employer, the Employee shall not thereby forfeit any unused accumulated sick leave allowance that is credited to the Employee in the department from which the Employee was transferred or moved. If, after the date of such transfer, the Employee uses any or all of such cumulative sick leave credited to the Employee, the appropriation of the department to which the Employee is transferred shall bear the entire charge thereof. In no event, shall the appropriation of the department from which the Employee was transferred or moved be charged for any cumulative sick leave taken after the date of transfer or movement.

O. Credit for Sick Leave During Vacation. When sickness lasting one (1) or more consecutive working days occurs during a vacation, the period of sickness shall, upon submittal of a licensed physician's certificate or other satisfactory proof of such sickness as deemed necessary by the department head, be charged as sick leave, and the charge against vacation allowance shall be reduced accordingly. Application for such substitution of sick leave for vacation shall be made within five (5) working days after return to work from the leave.

P. No Sick Leave After Termination of Services. Upon termination of services an Employee shall forfeit all sick leave allowance accrued and accumulated to the date of such termination, except for purposes of computing service credit in the retirement system in accordance with Act 177, SLH 1975 which provides, in part that an Employee with sixty (60) days of unused sick leave to the Employee's credit shall have the Employee's years of service increased by three months for the purpose of computing the Employee's retirement allowance and that for each additional twenty (20) days or major fraction thereof of unused sick leave in excess of sixty (60) days that the Employee has credited shall have the Employee's years of service increased by one month for the purpose of computing the Employee's retirement allowance. This section shall not be construed to provide for the forfeiture of sick leave accumulation when the Employee is granted a leave without pay, including military leave or is immediately rehired by the Employer.

Q. Sick leave shall be allowed for temporary disabilities as defined under the Equal Employment Opportunity Commission Guidelines, Title 29, Chapter XIV, Section 1604, of the Code of Federal Regulations.

R. An Employee who is laid off pursuant to Article 12 - Layoff and Reemployment, shall retain her accumulated sick leave credits for the period that her name remains on the recall list. If the Employee is recalled to work pursuant to Article 12, the Employee shall be credited with all accumulated sick leave credits retained.

S. Sick Leave upon Separation from Service.

1. Upon separation from service, an Employee shall forfeit all sick leave allowance accrued and accumulated to the date of the separation except as otherwise provided by chapter 88, Hawai'i Revised Statutes. This paragraph shall not be construed to provide for the forfeiture of sick leave accumulation when the Employee is granted leave without pay, including military leave, or is rehired by the Employer within seven calendar days.

2. When an Employee moves from one Employer jurisdiction to another to accept employment in a position in which sick leave allowance is earned, the Employee may request and be allowed to transfer any unused sick leave credits accumulated at the time of movement. Any sick leave credits used after the effective date of the movement shall be charged to the appropriation of the receiving Employer.

Bargaining Unit 14
TENTATIVE AGREEMENT
Employer ROW
Union UP
Date Jan 8, 2020

ARTICLE 35 - SICK LEAVE

A. Earning of Sick Leave.

1. All Employees shall earn sick leave at the rate of fourteen (14) hours for each month of service. For the purpose of this Article, a workday is defined as an eight-hour (8) workday.

2. If such Employees render less than a month of service, their sick leave allowance for such month shall be computed as follows:

Actual Straight Time Hours of Service	Working Hours of Leave
For 0 to 31	0
For 32 to 55	4
For 56 to 79	6
For 80 to 103	8
For 104 to 127	10
For 128 to 151	12
For 152 or more	14

The term "actual straight time hours of service" shall include paid holidays.

3. Individuals who are employed on a temporary, contractual, or substitute basis while on vacation from another position in the State government or any political subdivision of the State shall not earn sick leave allowance for such employment.

4. Except as hereinafter otherwise provided, sick leave allowance shall accrue to an Employee while on leave with pay. No sick leave allowance shall accrue:

a. During the period of any vacation leave or sick leave granted when the employment terminates or is to terminate at the end of such leave;

b. During the period the Employee is on leave without pay except for the period the Employee is on leave for disability and is being paid Workers' Compensation therefore;

c. During any period of valid suspension which is sustained in the event an appeal is made by the Employee;

d. During any period of unauthorized leave;

e. During any period the Employee is on educational or sabbatical leave; or

f. During any period of leave with pay pending investigation if the Employee:

- 1) is subsequently discharged/dismissed;
- 2) resigns or retires prior to the discharge/dismissal; or
- 3) resigns or retires during the investigation.

B. Accumulation of Sick Leave.

1. An Employee may accumulate the sick leave the Employee earns. The unused sick leave accumulated shall be credited to the Employee's account for subsequent use in the event of a sickness. Such unused sick leave may be accumulated without limitation.

2. Sick leave shall be administered on a calendar year basis and recorded at the end of each calendar year. After the end of each year, the appointing authority will

furnish each Employee with a statement of the sick leave credit remaining as of December 31.

C. Notification of Sickness.

1. Notification of absence on account of sickness shall be given at least thirty (30) minutes prior to the start of the Employee's scheduled workday or if impracticable as soon thereafter as circumstances permit. However, in operations where Employees on a shift normally relieve Employees on the previous shift, notification of absence shall be given at least two (2) hours prior to the start of the Employee's scheduled shift, except in extenuating circumstances whereby an Employee is unable to provide such notice.

2. If, in the opinion of the department head, such notification has not been given in accordance with this Article, such absence may, in the discretion of the department head, be charged to vacation allowance or leave without pay.

D. Application for Sick Leave.

1. Application for sick leave shall be filed on a form prescribed by the Employer or designee, within five (5) working days after return to duty; provided, that in the event such Employee dies before that time or before returning to duty, the Employee's executor or administrator or department head if deemed proper may file such application within six (6) months after the Employee's death. Sick leave shall not be granted unless it is provided to the satisfaction of the department head that the Employee's absence from work was necessary because of sickness.

2. The department head shall require the Employee to submit a [~~licensed physician's~~] certificate **from a licensed physician or an advanced practice registered nurse (APRN)** for absences of five (5) or more consecutive working days to substantiate the fact that the period of absence was due entirely to sickness and that

the Employee is physically and/or mentally able to resume the duties of the position. The department head may require the Employee to be examined by a physician of said department head's choice provided the department assumes the cost of the physician's services.

3. Absence due to sickness lasting less than one (1) hour shall not be charged to sick leave when such sickness occurs during the final hour of work and the Employee is released from work.

4. Upon application by the Employee, sick leave when granted may include all sick leave allowance as of the last full month of service immediately preceding the return to duty from sick leave, or as much thereof as is needed, to permit the Employee to recover from the sickness.

E. Sick Leave Charged Only for Working Hours.

1. Employees absent from work on account of sickness, shall have charged against their sick leave allowance all working hours which occur during such absence.

2. Employees normally working eight-hour (8) days, other than between the hours of 7:45 a.m. and 4:30 p.m. and/or other than between Monday and Friday inclusive, shall have charged against their sick leave allowances only those hours they were scheduled to work or would have worked had they not taken sick leave.

F. Additional Sick Leave With Pay. Additional sick leave with pay, in excess of that which the Employee is entitled to, may be granted with the written approval of the Employer provided that due consideration shall be given to the length of service of the particular Employee requesting the leave.

G. Use of Cumulative Sick Leave Allowance after Transfer Between Departments. When an Employee resigns from a position to accept a position in

another department of the Employer as the result of a transfer (including promotion, demotion, or original appointment) or in case of any other movement from one department to another of the Employer, the Employee shall not thereby forfeit any unused accumulated sick leave allowance credit in the department from which the Employee was transferred or moved. If, after the date of such transfer, the Employee uses any or all of such cumulative sick leave credit the appropriation of the department to which the Employee is transferred shall bear the entire charge thereof. In no event, shall the appropriation of the department from which the Employee was transferred or moved be charged for any cumulative sick leave taken after the date of transfer or movement.

H. Credit for Sick Leave during Vacation. When sickness lasting one or more consecutive working days occurs during a vacation, the period of sickness shall, upon submittal of a licensed physician's certificate or other satisfactory proof of such sickness as deemed necessary by the department head, be charged as sick leave, and the charge against vacation allowance shall be reduced accordingly. Application for such substitution of sick leave for vacation shall be made within five (5) working days upon return to work.

I. Sick leave shall be allowed for medical, dental, optical, and optometrical examination appointments which the Employee cannot schedule for non-work time.

J. Sick leave shall be allowed for temporary disabilities as defined under the Equal Employment Opportunity Commission Guidelines, Title 29, Chapter XIV, Section 1604, of the Code of Federal Regulations.

K. Physical examinations required by the Employer shall not be charged against an Employee's sick leave.

L. An Employee who is laid off pursuant to Article 9 Reduction-in-Force, shall retain accumulated sick leave credits for the period that the Employee's name remains

on the recall list. If the Employee is recalled to work pursuant to Article 9, the Employee shall be credited with all accumulated sick leave credits retained.

M. Sick Leave upon Separation from Service.

1. Upon separation from service, an Employee shall forfeit all sick leave allowance accrued and accumulated to the date of the separation except as otherwise provided by Chapter 88, Hawai'i Revised Statutes. This paragraph shall not be construed to provide for the forfeiture of sick leave accumulation when the Employee is granted leave without pay, including military leave, or is rehired by the Employer within seven (7) calendar days.

2. When an Employee moves from one Employer jurisdiction to another to accept employment in a position in which sick leave allowance is earned, the Employee may request and be allowed to transfer any unused sick leave credits accumulated at the time of movement. Any sick leave credit used after the effective date of the movement shall be charged to the appropriation of the receiving Employer.

ARTICLE 46 - OTHER LEAVES OF ABSENCE

A. Leave Without Pay to Work at the State Legislature. With the approval of the chief executive, and upon request of a member of the State Legislature, a regular Employee may be granted a leave of absence without pay to render service at the State Legislature. The leave without pay shall be for a duration of no more than twelve (12) months. The Employee shall have return rights as provided in paragraph I.

B. Leave Without Pay to Delay a Layoff. A regular Employee may be granted a leave of absence without pay for no more than twelve (12) months in order to delay a planned layoff when the position which the Employee occupies has been abolished. If the Employee has not been placed at the expiration of the twelve (12) month period, the Employee shall be subject to Article 12, Layoff and Reemployment.

C. Leave Without Pay for Employees Serving Temporary Intergovernmental and Intragovernmental Assignments and Exchanges. Subject to the provisions of section 78-27, Hawai'i Revised Statutes, regular Employees on temporary intergovernmental and intragovernmental assignments and exchanges may be granted leaves without pay. The Employee shall have the same rights and benefits as any other Employee of the sending agency who is on leave without pay status.

D. Educational Leave Without Pay. An appointing authority may grant a leave without pay to regular Employees for any of the following reasons:

1. To pursue a course of instruction which is related to the Employee's field of work;
2. To engage in research which has a beneficial effect on the skills or knowledges required in the Employee's field of work; or,
3. To improve the Employee's ability and increase the Employee's fitness for public employment.

The duration of the educational leave without pay shall be for no more than twelve (12) months. For good cause, as determined by the appointing authority, educational leave without pay may be extended an additional twelve (12) months. The Employee shall have return rights as provided in paragraph H.

E. Industrial Injury Leave.

1. An Employee may be granted leave without pay not to exceed twelve (12) months, provided she is receiving workers' compensation wage loss replacement benefits.
2. An Employee may be granted additional leave without pay in twelve (12) month increments, provided the Employee is receiving workers' compensation wage loss

replacement benefits or provided the Employee's application for retirement is pending determination by the State Retirement System.

F. Leave Without Pay to Work in Certain Appointive Positions.

1. An appointing authority may grant a leave without pay to a regular Employee to render services as a department head, agency head, deputy department head, as a secretary to a department head or a deputy department head, or as an appointee to any other position within the jurisdiction that is mutually agreeable between the Employer and the Union. The Employer shall compile a list of the appointive positions to which this section applies and maintain its currency.

2. The rights of an Employee who is released from the above appointments are as follows:

a. Upon completion of no more than four (4) years of the leave without pay, reinstatement in the position in which the Employee last held a permanent appointment. In the event the Employee is retained beyond these four (4) years for the transition to a new chief executive's term, but for not more than three (3) months, the Employee shall retain the reinstatement right to the Employee's former civil service position.

b. Following more than four (4) years of leave without pay, reinstatement to the Employee's former position if vacant or placement in a comparable vacant position.

c. Upon reinstatement in the former position or placement in another comparable position, compensation shall be as though the Employee had remained continuously in the position.

G. Other Leaves Without Pay. An appointing authority may grant regular or non-regular Employees leaves without pay for no more than twelve (12) months, for any of the following reasons:

1. To recuperate from physical or mental illnesses; provided, for leaves without pay of five (5) days or more, an Employee shall submit a ~~[licensed physician's]~~ certificate **from a licensed physician or an advanced practice registered nurse (APRN)** to substantiate the fact that period of leave without pay was due entirely to sickness and that the Employee is physically and/or mentally able to resume the duties of her position. However, the Employer may require an Employee to submit a ~~[licensed physician's]~~ certificate **from a licensed physician or an advanced practice registered nurse (APRN)** from the first day of absence without pay.

2. Death in the family.

3. To extend an annual vacation leave for travel, rest, or for recreation

purposes.

4. To seek political office.
5. Personal business of an emergency nature.
6. Annual periods of temporary cessation of normal operation.
7. Child or pre-natal care.
8. Child adoption leave.
9. Care for an immediate family member (spouse, children, parents, brothers, sisters, parents-in-law, grandparents, grandchildren, or an individual who has become a member of an immediate family through the Hawai`ian "hanai" custom) who is ill or injured.
10. Care for parents, spouse, children, and/or grandparents, who are unable to perform one or more Activities of Daily Living (ADL). Typical Activities of Daily Living includes the following:
 - a. Mobility: Walking or wheeling any distance on a level surface.
 - b. Transferring: Moving between the bed and a chair or the bed and a wheelchair.
 - c. Dressing: Putting on and taking off all necessary items of clothing.
 - d. Toileting: Getting to and from the toilet, getting on and off the toilet, and associated personal hygiene.
 - e. Eating: All major tasks of getting food into the body.
 - f. Bathing: Getting into or out of a tub or shower and/or otherwise washing the parts of the body.
 - g. Contenance: Controlling one's bladder and bowel functions.

H. Return Rights from a Leave Without Pay. Except as specifically provided otherwise in this Article, Employees granted leaves without pay under this Article shall, upon condition of showing to the satisfaction of the appointing authority that the Employee has fulfilled the purpose of her leave, shall have the following rights:

1. A regular Employee, upon expiration of her leave shall be reinstated to her former position; provided, that if such position has been abolished during the period of such leave, the provisions of Article 12, Layoff and Reemployment shall be applicable.

2. A non-regular Employee, upon expiration of her leave shall have reinstatement rights to her former position, provided that the status and function of the position remained the same in her absence. In the event that the Employee cannot be reinstated, she shall be terminated.

3. Failure of an Employee to return to duty at the expiration of her leave shall be deemed a resignation; provided that if within fifteen (15) days of the expiration of the leave, the Employee furnishes satisfactory reasons to the appointing authority as to why the Employee was unable to return immediately after the expiration of the leave, the Employee shall be entitled to such rights as she had at the expiration of the leave. In the event the appointing authority does not accept the reasons, the issue of the reasonableness of the reasons shall be subject to the provisions of Article 14, Grievance Procedure.

I. Other Rights and Conditions.

1. A regular Employee on an approved leave of absence shall be eligible during the period on such leave for promotional examinations and status of promotional eligible lists under the same conditions as though in active service.

2. An Employee who accepts employment, either in another position under civil service or in conflict with the purpose of her leave during the leave of absence, shall be deemed to have resigned from her position from which the leave was granted, effective the date of the appointment to the other position.

J. Unauthorized Leave. Any absence from work which does not meet the requirements for an authorized leave, with or without pay, shall be charged as unauthorized absence from work. Any period of unauthorized absence from work shall not be considered as service rendered.

K. Leave Pending Investigation of Charges.

1. Whenever an investigation of charges against an Employee is pending and the Employee's presence at the work site is deemed by the Employer to be detrimental to the proper conduct of the investigation or the operations of the work place, the Employee may be placed on a leave of absence without pay pending investigation subject to the following:

a. The Union and the Employee who is placed on the leave without pay pending an investigation shall be given written notice within forty-eight (48) hours after such action is taken. The written notice shall provide an explanation, including available facts, on why the Employee's presence at the work site is deemed by the Employer to be detrimental to the proper conduct of the investigation or the operations of the work place and the effective date of the leave of absence without pay pending an investigation.

b. The period of leave of absence without pay pending an investigation shall be for such length of time as may be necessary to conclude the investigation, but not exceeding thirty (30) days. In the event the investigation exceeds thirty (30) days, the appointing authority may exercise its options provided in subparagraph K.2.

c. If the Employee who has been placed on leave of absence without pay pending investigation is cleared of all charges or if the charges are dropped or not substantiated, the Employee shall be reinstated without loss of pay and all rights and benefits will be restored as though the Employee had not been on leave of absence without pay pending an investigation.

d. Disciplinary or Discharge Action Resulting From an Investigation of Charges.

1) In the event a suspension is warranted, the Employer may consider any portion of the period of the leave of absence without pay pending an investigation towards fulfilling, in whole or in part, the disciplinary action considered appropriate by the Employer. The Employee shall be reinstated without loss of pay and benefits for any portion of the period of the leave of absence without pay which has not been considered towards fulfilling the disciplinary action.

2) In the event a discharge is warranted, the Employee shall not be granted any back pay or restored with any rights and benefits for the period of the leave of absence without pay pending an investigation.

2. Notwithstanding the foregoing, whenever an investigation of charges against an Employee is pending, the Employer shall have the discretion to:

- a. retain the Employee in active duty status;
- b. place the Employee on leave of absence with pay;
- c. return the Employee to active duty status from leave without pay pending an investigation; or,
- d. reassign the Employee to another work unit or area in the same or different capacity.

The action shall be for the length of time as may be necessary to conclude the investigation.

Effective July 1, 2020, this adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 9.

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ARTICLE 55 – DRUG AND ALCOHOL TESTING

Attachment D of the agreement referenced herein for BU09 is amended as follows:

STATE OF HAWAII
Advanced Practice RN I & II
Nurse Manager
Registered Nurse II, III, IV, V & VI

HAWAII HEALTH SYSTEMS CORPORATION
Registered Professional Nurses II, III, IV, V, VI, VII, & VIII
Certified Registered Nurse Anesthetist (CRNA) I & II
Nurse Practitioner I & II

JUDICIARY
Registered Professional Nurse
Advanced Practice Registered Nurse I, II

Note: Each jurisdiction will provide a listing of affected employees by position number and class title.

Effective July 1, 2020, this adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 14.

Bargaining Unit 14
TENTATIVE AGREEMENT
Employer _____
Union RP
Date Jan 8, 2020

ARTICLE 49 – DRUG AND ALCOHOL TESTING

The Union and Employer have reached an agreement on alcohol and controlled substance testing. Part one of the agreement pertains to alcohol and controlled substance testing for all Employees based on “reasonable suspicion.” Part two of the agreement pertains to “random” alcohol and controlled substance testing for certain identified health, safety and public trust (HSPT) Employees. ~~[The agreement has an attached list of identified HSPT positions.]~~ Those positions designated as HSPT positions are identified in Attachment D.

The agreement is intended to keep the workplace free from the hazards related to the use of alcohol and controlled substances by the testing program. Employees are expected to report to work in a physical and mental condition consistent with this agreement which enables them to perform their duties in a safe and productive manner. Employees subject to alcohol and controlled substance tests and who are subject to disciplinary action shall be afforded “due process” as provided in the alcohol and controlled substance testing agreement and applicable provisions of the collective bargaining agreement.

All health, safety and public trust Employees will receive a copy of the “random” alcohol and controlled substance agreement from the Employer. All other Employees will receive a copy of the “reasonable suspicion” alcohol and controlled substance agreement from the Employer. Employees may also request a copy of the alcohol and controlled substance agreement from the Union.

NOTE: The agreement reflects a “two strikes and you’re out” disciplinary action schedule for confirmed positive tests for alcohol and controlled substance that was negotiated through a memorandum of agreement and ratified by Employees in the bargaining unit.

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

Effective July 1, 2020, this adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 14.

Bargaining Unit 14
TENTATIVE AGREEMENT
Employer RW
Union RP
Date Jan 8, 2020

ARTICLE 49 (BU 14) – DRUG AND ALCOHOL TESTING

Attachment D of the agreement referenced herein is amended as follows:

STATE OF HAWAII

Deputy Sheriff I, & II, III & IV - (BU [03] 14)

Conservation and Resource Enforcement Officer I, II, III, [&]IV & V - (BU [03] 14)

Harbor Enforcement Officers I, II, III, & IV - (BU 14)

CITY AND COUNTY OF HONOLULU

Water Safety Officer I, II, [&] III, IV & V - (BU [03] 14)

HAWAII COUNTY

Water Safety Officer I, II & III - (BU [03]14)

Water Safety Officer IV - (BU [04]14)

MAUI COUNTY

[Water] Ocean Safety Officer I, II, [&]III & IV- (BU [03]14)

Ocean Safety Operations Manager (BU 14)

KAUAI COUNTY

[Water] Ocean Safety Officer I, II, [&] III, IV & V - (BU[-03]14)

Note: Each jurisdiction will provide a listing of affected employees by position number and class title.