

**EXECUTIVE ORDER NO. 20-10**  
**(Civil Service and Exempt Employees Excluded from Bargaining Units 2, 3, 4, 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) 2, 3, 4,

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 2, 3, 4, 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 2, 3, 4, 9, and 14; and Excluded Managerial Compensation Plan (EMCP) employees excluded from BUs 2, 4, 9, and 14.

A. Salaries

1. Adjustments for non-EMCP civil service and exempt employees excluded from BU 2 (Attachment A).
2. Adjustments for non-EMCP civil service and exempt employees excluded from BU 3 (Attachment B).
3. Adjustments for non-EMCP civil service and exempt employees excluded from BU 4 (Attachment C).
4. Adjustments for non-EMCP civil service and exempt employees excluded from BU 9 (Attachment D).
5. Adjustments for non-EMCP civil service and exempt employees excluded from BU 14 (Attachment E).
6. Adjustments for EMCP employees excluded from BU 2, 4, 9, and 14 (Attachment F)

B. Compensation Adjustments – Demotion Differential

1. This adjustment is applicable to non-EMCP civil service employees excluded from BU 2 (Attachment G).
2. This adjustment is applicable to non-EMCP civil service employees excluded from BU 3 (Attachment H).
3. This adjustment is applicable to non-EMCP civil service employees excluded from BU 4 (Attachment I).
4. This adjustment is applicable to EMCP employees excluded from BU 2 and 4 (Attachment J).

C. Safety and Health

This adjustment is applicable to civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2 (Attachment K).

D. Time Off for Overtime Worked

1. This adjustment is applicable to civil service and exempt employees excluded from BU 3 (Attachment L).
2. This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4 (Attachment M).
3. This adjustment is applicable to civil service and exempt employees excluded from BU 14 and EMCP employees excluded from BU 14 (Attachment N).

E. Standby Pay

1. This adjustment is applicable to civil service and exempt employees excluded from BU 3 (Attachment O).
2. This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4 (Attachment P).
3. This adjustment is applicable to civil service and exempt employees excluded from BU 14 and EMCP employees excluded from BU 14 (Attachment Q).

F. Sick Leave

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

2. This adjustment is applicable to civil service and exempt employees excluded from BU 3 (Attachment S).

3. This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4 (Attachment T).

G. Other Leaves of Absence

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

2. This adjustment is applicable to civil service and exempt employees excluded from BU 3 (Attachment V).

3. This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4 (Attachment W).

H. Drug and Alcohol Testing

This adjustment is applicable to non-EMCP civil service and exempt employees excluded from BU 3 (Attachment X).

I. Uniforms

This adjustment is applicable to civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2 (Attachment Y).

J. Meals

This adjustment is applicable to civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2 (Attachment Z).

K. Overtime

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

L. Hours of Work

Adjustments for this article made in the 2019 – 2021 BU 9 agreement shall be applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9.

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

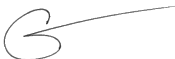
IT IS FURTHER ORDERED that these provisions are subject to amendment by executive order.

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 23rd day of  
September, 2020.

  
\_\_\_\_\_  
DAVID Y. IGE  
Governor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
CLARE E. CONNORS  
Attorney General

Bargaining Unit 2  
TENTATIVE AGREEMENT  
Employer RJW  
Union RP  
Date 4/1/20

1 **ARTICLE 51 – SALARIES**

2  
3 *Delete existing language in its entirety and replace with the following:*

4  
5 A. The salary schedule in effect on June 30, 2019 shall be designated as  
6 Exhibit A and shall remain applicable through June 30, 2020.

7  
8 B. Subject to the approval of the respective legislative bodies and effective  
9 July 1, 2019:

10  
11 1. Step Movement. The step movement plan provided in Paragraph O. of  
12 Article 14, Compensation Adjustments, shall be deleted.

13  
14 2. Lump Sum Payment. Employees who were employed as of June 30,  
15 2019, shall receive a one-time lump sum payment equal to two thousand dollars  
16 (\$2,000), provided that Employees who are less than full-time shall receive a prorated  
17 amount of this lump sum payment.

18  
19 C. Subject to the approval of the respective legislative bodies and effective  
20 July 1, 2020:

21  
22 1. Employees on Step A1 as of June 30, 2020, shall be placed on Step C1  
23 of the corresponding pay range.

24  
25 2. Employees on Steps B1 and C1 as of June 30, 2020, shall receive a  
26 five and twenty-nine one-hundredths percent (5.29%) pay increase, and shall no  
27 longer be compensated on a step on the salary schedule.

1           3.     Thereafter, Steps A1 and B1 shall be deleted from the salary schedule  
2 and Step C1 shall be designated as Step A.

3  
4           4.     Following C1, C2 and C3 above, the salary schedule designated as  
5 Exhibit A shall be amended to reflect a one and two-tenths percent (1.2%) increase  
6 and such amended schedule shall be designated as Exhibit B.

7  
8           5.     Following C.4. above, Employees shall be placed on the corresponding  
9 pay range of Exhibit B.

10  
11           6.     Employees who were on Step L5 as of July 1, 2015, shall receive a five  
12 and twenty-nine one-hundredths percent (5.29%) pay increase.

13  
14           7.     Employees not administratively assigned to the salary schedule shall  
15 receive a five and twenty-nine one-hundredths percent (5.29%) pay increase.

16  
17           D.     Subject to the approval of the respective legislative bodies and effective  
18 January 1, 2021:

19  
20           1.     The salary schedule designated as Exhibit B shall be amended to  
21 reflect a one and two-tenths percent (1.2%) increase and such amended schedule  
22 shall be designated as Exhibit C.

23  
24           2.     Following D.1. above, Employees shall be placed on the corresponding  
25 pay range and step of Exhibit C.

26  
27           3.     Employees who were formerly on Steps B1 and C1 as of June 30,  
28 2020, shall receive a one and two-tenths percent (1.2%) pay increase.

1           4.     Employees who were on Step L5 as of July 1, 2015, shall receive a one  
2 and two-tenths percent (1.2%) pay increase.

3  
4           5.     Employees not administratively assigned to the salary schedule shall  
5 receive a one and two tenths percent (1.2%) pay increase.

6  
7           E.     Employees formerly on **Step L5 as of July 1, 2015, and** Step B1 and  
8 C1 as of July 1, 2020, shall have their compensation administered in a separate  
9 Memorandum of Agreement.



Bargaining Unit 03  
TENTATIVE AGREEMENT  
Employer KJW  
Union RP  
Date 9/10/20

**ARTICLE 53 – SALARIES**

*Delete existing language in its entirety and replace with the following:*

A. The salary schedule in effect on June 30, 2019 shall continue to be in effect through June 30, 2020 and shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2019:

1. Step Movement. The step movement plan provided in Paragraph O. of Article 14, Compensation Adjustments, shall be deleted.

2. Lump Sum Payment. Employees who were employed as of June 30, 2019, shall receive a one-time lump sum payment equal to two thousand eight hundred dollars (\$2,800), provided that Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

C. Subject to the approval of the respective legislative bodies and effective July 1, 2020:

1. Employees on Step B to Step L as of June 30, 2020, shall be placed on the next step of the corresponding pay range.

2. Thereafter, Step B shall be deleted from the salary schedule.

3. Following C.2. above, the salary schedule designated as Exhibit A shall be amended as provided in Exhibit B.

1           4.     Following C.3. above, Employees shall be placed on the corresponding  
2 pay range and step of Exhibit B.

3  
4           5.     Lump Sum Payment. The following Employees shall receive a one-time  
5 lump sum payment; provided that Employees who are less than full-time shall receive a  
6 prorated amount of the lump sum payment:

7  
8           a.     Employees on SR 8, Step M as of June 30, 2020, shall receive a  
9 one-time lump sum payment equal to two percent (2%) of the employee's annual  
10 basic rate of pay as of June 30, 2020.

11  
12           b.     Employees on SR 9 and above on Step M as of June 30, 2020,  
13 shall receive a one-time lump sum payment equal to four percent (4%) of the  
14 employee's annual basic rate of pay as of June 30, 2020.

15  
16           c.     Employees not administratively assigned to the salary schedule  
17 shall receive a one-time lump sum payment equal to four percent (4%) of the  
18 employee's annual basic rate of pay as of June 30, 2020.

19  
20           D.     Subject to the approval of the respective legislative bodies and effective  
21 January 1, 2021:

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23           1.     The salary schedule designated as Exhibit B shall be amended to reflect a  
24 three and forty-six one-hundredths percent (3.46%) increase, and such amended  
25 schedule shall be designated as Exhibit C.

26  
27           2.     Following D.1. above, Employees shall be placed on the corresponding  
28 pay range and step of Exhibit C.

29  
30           3.     Employees not administratively assigned to the salary schedule shall  
31 receive a three and forty-six one-hundredths percent (3.46%) pay increase.

Bargaining Unit 04  
TENTATIVE AGREEMENT  
Employer KJW  
Union UP  
Date 9/4/20

ARTICLE 51 – SALARIES

*Delete existing language in its entirety and replace with the following:*

**A. The salary schedule in effect on June 30, 2019 shall continue to be in effect through June 30, 2020 and shall be designated as Exhibit A.**

**B. Subject to the approval of the respective legislative bodies and effective July 1, 2019:**

**1. Step Movement. The step movement plan provided in Paragraph O. of Article 14, Compensation Adjustments, shall be deleted.**

**2. Lump Sum Payment. Employees who were employed as of June 30, 2019, shall receive a one-time lump sum payment equal to five and ninety-eight one-hundredths percent (5.98%) of their annual basic rate of pay as of June 30, 2019. Employees who are less than full-time shall receive a prorated amount of this lump sum payment.**

**C. Subject to the approval of the respective legislative bodies and effective July 1, 2020:**

**1. Employees on Step B, shall be placed on Step C of the corresponding pay range.**

**2. Thereafter, Step B shall be deleted from the salary schedule.**

**3. Following C.2. above, SR 4 shall be deleted from the salary schedule.**

1  
2           **4. Following C.3. above, the salary schedule designated as Exhibit A**  
3 **shall be amended as provided in Exhibit B.**

4  
5           **5. Following C.4. above, Employees shall be placed on the**  
6 **corresponding pay range and step of Exhibit B.**

7  
8           **6. Employees not administratively assigned to the salary schedule shall**  
9 **receive a three and six-tenths percent (3.6%) pay increase.**

10  
11           **D. Subject to the approval of the respective legislative bodies and**  
12 **effective January 1, 2021:**

13  
14           **1. The salary schedule designated as Exhibit B shall be amended to**  
15 **reflect a three and seventy-four one-hundredths percent (3.74%) increase, and**  
16 **such amended schedule shall be designated as Exhibit C.**

17  
18           **2. Following D.1. above, Employees shall be placed on the**  
19 **corresponding pay range and step of Exhibit C.**

20  
21           **3. Employees not administratively assigned to the salary schedule shall**  
22 **receive a three and seventy-four one-hundredths percent (3.74%) pay increase.**

## ARTICLE 56 – SALARIES

A. The salary schedule in effect on June 30, 2019 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2019:

1. Step Movement: Employees who become eligible for step movements during the period July 1, 2019 through June 30, 2020 shall receive their step movements on the first day of the pay period immediately following the completion of the required amount of service. Step movements shall occur as provided in D. below.

2. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be amended to reflect the addition of a Step L-5 for each respective salary range. The pay rate for Step L-5 shall be two and one-half percent (2.5%) greater than the Step L-4 pay rate.

b. Following B.2.a. above, the salary schedule designated as Exhibit A shall be amended to reflect a two and one-half percent (2.5%) increase and such amended schedule shall be designated as Exhibit B.

c. Following B.2.a. and B.2.b. above, Employees shall be placed on the corresponding salary range and step of Exhibit B, except Employees with a minimum 25 years of creditable service as provided in D. below shall move to Step L-5.

d. Employees not administratively assigned to the salary schedule shall receive a two and one-half percent (2.5%) pay increase.

3. Lump Sum Payment:

a. Employees on salary ranges from SR16 to SR30, who are employed with the Employer as of June 30, 2019 shall receive a one-time lump sum payment based on their step in accordance with the following, provided that Employees who are less than full-time shall receive a prorated amount of this lump sum payment:

Step	Lump Sum Payment
B	\$1,800
C	\$1,825
D	\$1,850
E	\$1,875
L-1	\$1,900
L-2	\$1,925
L-3	\$1,950
L-4	\$1,975
L-5	\$2,000

b. Employees not administratively assigned to the salary schedule, who are employed with the Employer as of June 30, 2019 shall receive a \$1,800 lump sum payment, provided that Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

C. Subject to the approval of the respective legislative bodies and effective July 1, 2020:

1. Step Movement: Employees who become eligible for step movements during the period July 1, 2020 through June 30, 2021 shall receive their step movements on the first day of the pay period immediately following the completion of the required amount of service. Step movements shall occur as provided in D. below.

2. Salary Schedule:

a. The salary schedule designated as Exhibit B shall be amended to reflect a two and one-half percent (2.5%) increase and such amended schedule shall be designated as Exhibit C.

b. Following C.2.a. above, Employees shall be placed on the corresponding salary range and step of Exhibit C.

c. Employees not administratively assigned to the salary schedule shall receive a two and one-half percent (2.5%) pay increase.

D. Step Movement Plan: Following B.1. and C.1. above, Employees shall move to their appropriate step on the salary schedule in accordance with the following step movement plan:

1. All Employees at SR 18 B shall remain at that range and step until their positions are reallocated.

2. Step movements. All Employees at SR 20 and above, shall move as follows:

a. Step B to Step C upon completion of three (3) or more months of satisfactory service with the Employer to equal at least twelve (12) months of registered professional nurse experience, including the three (3) months with the Employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.

b. Step B to Step D upon completion of three (3) or more months of satisfactory service with the Employer to equal at least eighteen (18) months registered professional nurse experience, including the three (3) months with the Employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.

c. Step B to Step E upon completion of three (3) or more months of satisfactory service with the Employer to equal at least twenty-four (24) months registered professional nurse experience; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.

d. Step C to Step D upon completion of the required months of satisfactory service with the Employer to equal to at least eighteen (18) months registered professional nurse experience, including time with the Employer; provided that the previous registered professional nurse experience was gained within the preceding five (5) years.

e. Step C or Step D to Step E upon completion of the required months of satisfactory service with the Employer to equal to at least twenty-four (24) months of registered professional nurse experience, including time with the Employer; provided the previous registered professional nurse experience was gained within the preceding five (5) years.

f. Longevity (5 years). All Employees with at least five (5) years of creditable service but less than ten (10) years of creditable service as a registered professional nurse with the Employer, and who are on Step D or Step E, shall move to Step L-1 of their respective salary ranges.

g. Longevity (10 years). All Employees with at least ten (10) years of creditable service but less than fifteen (15) years of creditable service as a registered professional nurse with the Employer, and who are

on Step E or Step L-1, shall move to Step L-2 of their respective salary ranges.

h. Longevity (15 years). All Employees with at least fifteen (15) years of creditable service but less than twenty (20) years of creditable service as a registered professional nurse with the Employer, and who are on Step L-1 or Step L-2, shall move to Step L-3 of their respective salary ranges.

i. Longevity (20 years). All Employees with at least twenty (20) years of creditable service but less than twenty-five (25) years of creditable service as a registered professional nurse with the Employer, and who are on Step L-1, Step L-2 or Step L-3, shall move to Step L-4 of their respective salary ranges.

j. Longevity (25 years). All Employees with at least twenty-five (25) years of creditable service as a registered professional nurse with the Employer, and who are on Step L-1, Step L-2, Step L-3 or Step L-4, shall move to Step L-5 of their respective salary ranges.

E. For purposes of this Article, satisfactory service is defined as receiving a satisfactory or meets expectations rating in the Employees' performance evaluations made by the respective Employer. Creditable service shall include service in all Employer jurisdictions and incorporates all leaves of absences with pay and the following authorized leaves without pay (LWOP).

1. LWOP to pursue a course of instruction relating to the Employee's work;
2. LWOP to engage in research, relating to the Employee's work;
3. LWOP to render service at the State Legislature;
4. LWOP to serve on loan by contract to other governments;
5. Sabbatical Leave;
6. Military Leave;
7. LWOP to recuperate from an injury for which weekly workers' compensation payments are made;
8. LWOP to work in an exempt position.



## ARTICLE 50 – SALARIES

~~[Delete existing language in its entirety and replace with the following:]~~

A. The salary schedule in effect on June 30, 2019~~[2017]~~ shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2019~~[2017]~~:

1. Step Movement: Employees who become eligible for step movements from July 1, 2019~~[2017]~~ through June 30, 2020~~[2018]~~ in accordance with Paragraph O. of Article 14, Compensation Adjustment, shall receive their step movements on their step movement dates.

2. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be amended to reflect a **four and one-half**~~[two]~~ percent ~~(4.5%)~~~~[(2%)]~~ increase and such amended schedule shall be designated as Exhibit B.

b. Following B.2.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit B.

c. Employees not administratively assigned to the salary schedule shall receive a **four and one-half**~~[two]~~ percent ~~(4.5%)~~~~[(2%)]~~ pay increase.

~~3. [Lump Sum Payment: Employees who were employed as of June 30, 2017, shall receive a one-time lump sum payment equal to five hundred dollars (\$500). The lump sum shall not be prorated for Employees who are less than full time.]~~

C. Subject to the approval of the respective legislative bodies and effective July 1, ~~2020~~[2018]:

1. Step Movement: Employees who become eligible for step movements from July 1, ~~2020~~[2018] through June 30, ~~2021~~[2019] in accordance with Paragraph O. of Article 14, Compensation Adjustment, shall receive their step movements on their step movement dates.

2. Salary Schedule:

a. The salary schedule designated as Exhibit B shall be amended to reflect a ~~four and one-half~~[two and twenty-five one-hundredths] percent ~~(4.5%)[(2.25%)]~~ increase and such amended schedule shall be designated as Exhibit C.

b. Following C.2.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit C.

c. Employees not administratively assigned to the salary schedule shall receive a ~~four and one-half~~[two and twenty-five one-hundredths] percent ~~(4.5%)[(2.25%)]~~ pay increase.

~~3. [Lump Sum Payment: Employees who were employed as of June 30, 2018, shall receive a one-time lump sum payment equal to five hundred dollars (\$500). The lump sum shall not be prorated for Employees who are less than full time.]~~

SALARIES

*Applicable to EMCP employees excluded from BU 2*

1. The salary schedule in effect on June 30, 2019 shall continue to be in effect through June 30, 2020 and shall be designated as Exhibit 1.
2. Subject to the approval of the respective legislative bodies and effective July 1, 2020, the salary schedule designated as Exhibit 1 shall be replaced with the salary schedule in Exhibit 3.

*Applicable to EMCP employees excluded from BU 4*

1. The salary schedule in effect on June 30, 2019 shall continue to be in effect through June 30, 2020 and shall be designated as Exhibit 1. Employees shall continue to receive their existing pay from July 1, 2019 through June 30, 2020.
2. Subject to the approval of the respective legislative bodies and effective July 1, 2019, Employees who were employed as of June 30, 2019, shall receive a one-time lump sum payment equal to five and ninety-eight one-hundredths percent (5.98%) of their annual basic rate of pay as of June 30, 2019, provided Employees who are less than full-time shall receive a prorated lump sum payment.
3. Subject to the approval of the respective legislative bodies and effective July 1, 2020:
  - a. The salary schedule designated as Exhibit 1 shall be replaced with the salary schedule in Exhibit 3.
  - b. Employees who are employed as of June 30, 2020, shall receive a three and eighty-three one-hundredths percent (3.83%) increase to their basic rate of pay.
4. Subject to the approval of the respective legislative bodies, and effective January 1, 2021, Employees who are employed as of December 31, 2020, shall receive a three and seventy-four one-hundredths percent (3.74%) increase to their basic rate of pay.

*Applicable to EMCP employees excluded from BU 9*

1. *For EMCP excluded from BU 9 only:* The higher of the BU 32 (BU 9 EMCP) minimum and maximum rates or the BU 9 minimum and maximum rates on the equivalent salary range shall be utilized.

2. The salary schedule in effect on June 30, 2019 shall be designated as Exhibit 1.
3. Subject to the approval of the respective legislative bodies and effective July 1, 2019:
  - a. The salary schedule designated as Exhibit 1 shall be replaced with the salary schedule in Exhibit 2.
  - b. Employees who are employed as of June 30, 2019, shall receive a two and one-half percent (2.50%) increase to their basic rate of pay.
  - c. Lump Sum Payment – Employees who are employed on June 30, 2019, shall receive a one-time lump sum payment of two thousand dollars (\$2,000).
4. Subject to the approval of the respective legislative bodies, and effective October 1, 2019, Employees who are employed as of September 30, 2019, shall receive a ninety-seven one-hundredths percent (0.97%) increase to their basic rate of pay.
5. Subject to approval of the respective legislative bodies and effective July 1, 2020:
  - a. The salary schedule designated as Exhibit 2 shall be replaced with the salary schedule in Exhibit 3.
  - b. Employees who are employed as of June 30, 2020, shall receive a two and one-half percent (2.50%) increase to their basic rate of pay.
6. Subject to the approval of the respective legislative bodies and effective January 1, 2021, Employees who are employed as of December 31, 2020, shall receive a forty-two one-hundredths percent (0.42%) increase to their basic rate of pay.

*Applicable to EMCP employees excluded from BU14*

1. The salary schedule in effect on June 30, 2019 shall be designated as Exhibit 1.
2. Subject to the approval of the respective legislative bodies and effective July 1, 2019:
  - a. The salary schedule designated as Exhibit 1 shall be replaced with the salary schedule in Exhibit 2.
  - b. Employees who are employed as of June 30, 2019, shall receive a four and one-half percent (4.50%) increase to their basic rate of pay.

3. Subject to the approval of the respective legislative bodies and effective January 1, 2020, Employees who are employed as of December 31, 2019, shall receive a nine-tenths percent (0.9%) increase to their basic rate of pay.
4. Subject to approval of the respective legislative bodies and effective July 1, 2020:
  - a. The salary schedule designated as Exhibit 2 shall be replaced with the salary schedule in Exhibit 3.
  - b. Employees who are employed as of June 30, 2020, shall receive a four and one-half percent (4.50%) increase to their basic rate of pay.
5. Subject to the approval of the respective legislative bodies and effective January 1, 2021, Employees who are employed as of December 31, 2020, shall receive a one and twenty-seven one-hundredths percent (1.27%) increase to their basic rate of pay.

Bargaining Unit 02  
TENTATIVE AGREEMENT  
Employer RJW  
Union FCU  
Date 4/1/20

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**ARTICLE 14 - COMPENSATION ADJUSTMENT**

A. General Provisions.

1. For the purpose of clarification, the provisions of this Article shall not be applicable where an Employee moves from one 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 pay range and step an Employee is receiving as compensation. For an Employee whose position is not assigned to a pay range, "basic rate of pay" shall mean the actual rate of compensation the Employee is receiving as a remuneration for services performed in a particular position, not including any differentials.

3. When the effective dates of more than one 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 on the day before the day an Employee reports for duty, provided that if a paid leave or a holiday immediately

1 precedes the Employee's return to duty, the leave of absence without pay shall end  
2 upon the day before such paid leave or holiday.

3  
4 5. An Employee who leaves the service without having worked on all  
5 scheduled working days for that month shall be compensated pursuant to the  
6 following formula: Employee's monthly basic rate of pay plus TD, DD, CD, SD, RD  
7 or SAD as applicable X (number of days worked/number of working days in a  
8 month, including holidays).

9  
10 6. An Employee who suffers a disabling personal injury arising out of  
11 and in the course of employment, except for an injury caused by the Employee's  
12 negligence, willful intention to injure the Employee or others, or by the Employee's  
13 intoxication or because of the influence of a non-prescribed controlled substance,  
14 shall be credited for a full day's work on the day of the injury regardless of the time  
15 the Employee is injured.

16  
17 7. An Employee who initially was properly compensated following a  
18 promotion, the adoption of a new pay schedule, a temporary assignment, pricing or  
19 repricing, or any other personnel action affecting pay, shall not be required to make  
20 reimbursement when it is found subsequently that an overpayment in salary  
21 occurred due to the retroactive feature of a position classification action. However,  
22 the proper pay adjustment shall be made as of the first pay period following the  
23 date of notice of action by the director.

24  
25 8. Employees who are receiving a shortage differential shall have their  
26 compensation adjusted by provisions contained in a separate supplemental  
27 agreement.

28  
29 9. Employees who were on Step L5 as of July 1, 2015, or on Steps B1  
30 or C1 as of July 1, 2020; and are no longer on a step on the salary schedule, shall

1 have their compensation adjusted by provisions contained in a separate  
2 Memorandum of Agreement.

3  
4 B. Compensation Adjustment Upon Promotion.

5  
6 1. As used in this paragraph, "promotion" means the movement of a  
7 regular Employee from the position in which the Employee last held a permanent  
8 appointment to a vacant civil service position:

9  
10 a. **Prior to July 1, 2020,**

11  
12 1) \_\_\_\_\_ which is assigned to a class with a higher pay range in  
13 the same salary schedule; or

14  
15 ~~b.~~ 2) \_\_\_\_\_ which is assigned to a class with a higher maximum  
16 rate of compensation in a different salary schedule and the dollar  
17 difference between the two maximum rates is more than the dollar  
18 difference between the first and second step of the former pay range.

19  
20 **b. Effective July 1, 2020, which is assigned to a class with a**  
21 **higher basic rate of pay.**

22  
23 2. A regular Employee who is promoted shall be compensated at the

24  
25 a. **Prior to July 1, 2020,** step in the higher pay range which  
26 corresponds to the Employee's existing step (e.g., the movement shall be  
27 from Step A1 to Step A1, or Step B1 to Step B1).

28  
29 **b. Effective July 1, 2020, basic rate of pay in the higher pay**  
30 **range.**



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

5  
6           C.       Compensation Adjustment Upon Demotion.

7  
8           1.       The following definitions shall be applicable to this paragraph:

9  
10           a.       "Demotion" means the movement of a regular Employee from  
11 the position in which the Employee last held a permanent appointment to a  
12 vacant civil service position:

13  
14                       1)       Prior to July 1, 2020,

15  
16                               a)       which is assigned to a class with a lower pay  
17 range in the same salary schedule; or

18  
19                               b)       which is assigned to a class with a lower  
20 maximum rate of compensation in a different salary schedule  
21 and the dollar difference between the two maximum rates is  
22 more than the dollar difference between the minimum and  
23 second step of the former pay range.

24  
25                       2)       Effective July 1, 2020, which is assigned to a class  
26 with a lower basic rate of pay.

27  
28           b.       "Demotion due to a reorganization" means a demotion of an  
29 Employee as a result of a reorganization action.  
30

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

3  
4 d. "Disciplinary demotion" means a demotion action taken by the  
5 appointing authority for disciplinary reasons.

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

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

17  
18 g. "Service connected disability demotion" means the movement  
19 of a regular Employee or an Employee serving an initial probationary period  
20 to a vacant civil service position assigned to:

21  
22 **1) Prior to July 1, 2020,** a class with a lower pay range in  
23 the salary schedule, due to a disability sustained by the Employee  
24 while performing the duties and responsibilities of the Employee's  
25 position.

26 **2) Effective July 1, 2020, a class with a lower basic**  
27 **rate of pay, due to a disability sustained by the Employee while**  
28 **performing the duties and responsibilities of the Employee's**  
29 **position.**

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

3  
4 2. Disciplinary or Involuntary Demotion.

5  
6 a. A regular Employee who is involuntarily demoted or who is  
7 demoted for disciplinary reasons shall be compensated at the

8  
9 **1) Prior to July 1, 2020,** corresponding step in the lower  
10 **pay[salary]** range or any lower step in the lower **pay[salary]** range.

11  
12 **2) Effective July 1, 2020, basic rate of pay in the lower**  
13 **pay range.**

14  
15 b. Upon release from a disciplinary demotion given on a  
16 temporary basis, a regular Employee shall be compensated as though the  
17 Employee had remained in the former position continuously.

18  
19 3. Demotion to Avoid Layoff; Demotion Due to Reorganization; Service  
20 Connected Disability Demotion.

21  
22 An Employee who accepts a demotion to avoid layoff; or is demoted due to  
23 a reorganization; or who receives a service connected disability demotion,

24  
25 **a. Prior to July 1, 2020,** shall retain the Employee's basic rate  
26 of pay; provided:

27  
28 **1)[a.]** If the Employee's basic rate of pay falls between two  
29 steps in the lower pay range, the Employee shall be compensated  
30 at the lower step in the lower pay range whose rate is immediately

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

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

7  
8 **b. Effective July 1, 2020, shall be compensated at the basic**  
9 **rate of pay in the lower pay range and shall be entitled to a demotion**  
10 **differential.**

11  
12 4. Non-Service Connected Disability Demotion.

13  
14 An Employee who receives a non-service connected disability demotion  
15 shall be compensated as provided below:

16  
17 **a. Prior to July 1, 2020,**

18  
19 **1)** A regular Employee who has fifteen or more years of  
20 continuous service in the civil service of the Employee's  
21 governmental jurisdiction shall retain the Employee's basic rate of  
22 pay; provided that:

23  
24 **a)[4)** If the Employee's basic rate of pay falls between  
25 two steps in the lower pay range, the Employee shall be  
26 compensated at the lower step in the lower pay range whose  
27 rate of pay is immediately below the Employee's basic rate of  
28 pay and shall be entitled to a temporary differential.

29  
30 **b)[2)** If the Employee's basic rate of pay falls above  
31 the maximum step in the lower pay range, the Employee shall

1 be compensated at the maximum step and shall be entitled to  
2 a temporary differential.

3  
4 **2)(b-]** A regular Employee with at least five years but less  
5 than fifteen years of continuous service in the civil service of the  
6 Employee's governmental jurisdiction shall retain the Employee's  
7 basic rate of pay for a period beyond the effective date of the  
8 demotion as follows:

9

10	<u>Years of Service</u>	<u>Months of Compensation Retention</u>
11		
12	5	12
13	6	14
14	7	16
15	8	18
16	9	20
17	10	22
18	11	24
19	12	26
20	13	28
21	14	30

22  
23 **a)(1)]** If the Employee's basic rate of pay falls between  
24 two steps in the lower pay range, the Employee shall be  
25 compensated at the lower step in the lower pay range whose  
26 rate of pay is immediately below the Employee's basic rate of  
27 pay and shall be entitled to a temporary differential.

28  
29 **b)(2)]** If the Employee's basic rate of pay falls above  
30 the maximum step in the lower pay range, the Employee shall

1 be compensated at the maximum step and shall be entitled to  
2 a temporary differential.

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

11  
12 **b. Effective July 1, 2020, compensation adjustment for a**  
13 **non-service connected disability demotion shall be in the manner**  
14 **prescribed in paragraph C.3.b.**

15  
16 5. Voluntary Demotion.

17  
18 a. A regular Employee who accepts a voluntary demotion shall  
19 be compensated

20  
21 **1) Prior to July 1, 2020,** at the highest step in the lower  
22 pay range which rate is not greater than ninety-five percent of the  
23 Employee's basic rate of pay. If there is no step in the lower pay  
24 range which rate is not greater than ninety-five percent of the  
25 Employee's basic rate of pay, the Employee shall be compensated at  
26 the minimum step.

27  
28 **2) Effective July 1, 2020, at the basic rate of pay in the**  
29 **lower pay range.**

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

6  
7       D.       Compensation Adjustment Upon Transfer.

8  
9           1.       "Transfer" means the movement of a regular Employee from the  
10 position in which the Employee last held a permanent appointment to a vacant civil  
11 service position which is assigned to a class:

12  
13           a.       Prior to July 1, 2020,

14  
15                   1)       with the same maximum rate of compensation; or

16  
17                   2)~~[b-]~~ in a different salary schedule with a higher maximum  
18 rate of compensation, and the dollar difference between the two  
19 maximum rates is less than or equal to the dollar difference between  
20 the minimum and second step of the former pay range; or

21  
22                   3)~~[c-]~~ in a different salary schedule with a lower maximum  
23 rate of compensation and the dollar difference between the two  
24 maximum rates is less than or equal to the dollar difference between  
25 the minimum and second step of the former pay range.

26  
27           b.       Effective July 1, 2020, with the same basic rate of pay.

28  
29           2.       A regular Employee who is transferred shall continue at the same  
30 basic rate of pay.

1 E. Compensation Adjustment Upon Reallocation.

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

4  
5 a. "Reallocation Downward" means the reallocation of a position  
6 to a class assigned to a lower pay range in the salary schedule.

7  
8 b. "Reallocation Upward" means the reallocation of a position to  
9 a class assigned to a higher pay range in the salary schedule.

10  
11 2. Compensation following reallocation upwards shall be adjusted in the  
12 manner as adjustments for promotion.

13  
14 3. Compensation adjustment for a reallocation downwards shall be in  
15 the manner prescribed in paragraph C.3. However, when downward reallocations  
16 are due to disciplinary, involuntary, or voluntary reasons, the Employee's basic rate  
17 of pay shall be adjusted in the manner as adjustments for disciplinary, involuntary,  
18 or voluntary demotions, as applicable.

19  
20 4. Compensation following reallocation of a position in a class to the  
21 same pay range shall be adjusted in the manner of adjustments for transfer.

22  
23 5. Upon return to the original classification of the Employee's position  
24 after a temporary reallocation upward, the Employee shall be compensated at the  
25 rate the Employee would have received were it not for the temporary reallocation.

26  
27 F. Compensation Adjustment Upon Repricing.

28  
29 1. The basic rate of pay of an Employee whose position is in a class  
30 which is repriced to a higher pay range shall be adjusted in the manner as  
31 adjustments for promotion.



1  
2           2.       The basic rate of pay of an Employee whose position is in a class  
3 which is repriced to a lower pay range shall be adjusted in the manner as  
4 adjustments are prescribed in paragraph C.3.

5  
6           G.       Compensation of Employees Selected From an Open Competitive  
7 List Resulting From a Recruitment Above the Minimum.

8  
9           **1.       Prior to July 1, 2020, [N]n**otwithstanding any paragraph in this  
10 Article, Employees selected through an open competitive recruitment which permits  
11 hiring above the first step of the pay range may be compensated at a rate  
12 determined by the Employer upon their appointment from the open competitive list;  
13 provided that the amounts the Employees will receive are not less than the  
14 amounts the Employees would have received if the Employees were compensated  
15 in accordance with the applicable paragraph.

16  
17           **2.       Effective July 1, 2020, there will be only one step on the pay**  
18 **range therefore hiring above the minimum will no longer be applicable.**

19  
20           H.       Compensation For Temporary Assignment Performed.

21  
22           Compensation for temporary assignment shall be as follows:

23  
24           1.       Except as provided in subparagraph 6, the basic rate of an Employee  
25 who performs temporary assignment involving a position assigned to a class in a  
26 higher pay range in the salary schedule shall be adjusted in the manner as  
27 adjustments for promotion except that any temporary differential **and/or demotion**  
28 **differential** which the Employee was receiving shall not be added to the basic rate  
29 of pay but shall be retained by the Employee while performing the temporary  
30 assignment.

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

5  
6           3.       Whenever a temporary assignment involves the assumption of duties  
7 and responsibilities of an exempt position not assigned to a pay range (regardless  
8 of whether the exempt position is within the bargaining unit or outside of the  
9 bargaining unit), Employees will be compensated at the prescribed statutory rate of  
10 pay if such rate is higher than the Employee's existing basic rate of pay. If there is  
11 no prescribed statutory rate, the appointing authority may exercise discretion in  
12 setting compensation for temporary assignment; provided, the compensation shall  
13 be no less than the Employee's basic rate of pay.

14  
15           4.       Whenever a temporary assignment is made for an exempt Employee  
16 whose position is not assigned to the salary schedule, and whose temporary  
17 assignment involves the assumption of the significant duties and responsibilities of  
18 a position assigned to a salary schedule outside of the bargaining unit (other than  
19 the Excluded Managerial Compensation Plan), the following will be used to  
20 determine whether the assignment is to a higher pay range:

21  
22           The maximum rate for the class to which temporary assignment is made is  
23 higher than the Employee's existing rate; provided, the dollar difference between  
24 the two is more than 5% of the Employee's existing basic rate of pay.

25  
26           If the temporary assignment is to a position in a higher pay range, as  
27 determined above, the Employee will be compensated at that step in the higher pay  
28 range which exceeds the Employee's existing rate by 5%. If there is no step in the  
29 higher pay range which rate exceeds the Employee's basic rate of pay by at least  
30 5%, the Employee shall be compensated at the maximum step in the higher pay  
31 range or at the Employee's basic rate of compensation, whichever is greater.

1  
2 If the temporary assignment does not involve a higher pay range as  
3 determined above, the Employee shall be compensated pursuant to subparagraph  
4 2.

5  
6 5. Whenever a temporary assignment involves the assumption of the  
7 duties and responsibilities of a position assigned to a salary schedule outside of the  
8 bargaining unit (other than the Excluded Managerial Compensation Plan), the  
9 following will be used to determine whether the assignment is to a higher pay  
10 range:

11  
12 **a. Prior to July 1, 2020**

13  
14 The position is in a class for which the maximum rate for the class is  
15 higher than the maximum rate for the Employee's class; provided, the dollar  
16 difference between the two maximum rates is more than the dollar difference  
17 between the minimum and second step of the Employee's pay range.

18  
19 **b. Effective July 1, 2020**

20  
21 **The position is in a class for which the maximum rate for the**  
22 **class is higher than the Employee's existing rate; provided, the dollar**  
23 **difference between the two is more than 5% of the Employee's existing**  
24 **basic rate of pay.**

25  
26 If the temporary assignment involves a position in a higher pay range,  
27 as determined **in a. or b.** above, then the Employee will be compensated at  
28 that step in the higher pay range which exceeds the Employee's existing rate  
29 by 5%. If there is no step in the higher pay range which rate exceeds the  
30 Employee's basic rate of pay by at least 5%, the Employee shall be  
31 compensated at the maximum step in the higher pay range or at the

1 Employee's basic rate of compensation, whichever is greater.

2  
3 If the temporary assignment does not involve a higher pay range as  
4 determined in a. or b. above, the Employee shall be compensated pursuant  
5 to subparagraph 2.

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

8  
9 a. An Employee whose position includes assuming the duties  
10 and responsibilities of the Employee's superior in the absence of the  
11 superior and which assignment is recognized in the Employee's position  
12 classification and pricing.

13  
14 b. An Employee who performs duties in accordance with the  
15 terms of a formal training agreement entered into with the Employee's  
16 department head and approved by the director.

17  
18 I. Temporary Differential Pay, ~~and~~ Compression Differential Pay and  
19 Demotion Differential Pay.

20  
21 1. Temporary Differential Pay.

22  
23 ~~a.[1.]~~ An Employee shall be eligible for temporary differential pay as  
24 may be provided in this Article. The amount of TD pay shall be the  
25 difference between the Employee's basic rate of pay prior to the action taken  
26 and the Employee's new basic rate of pay.

27  
28 ~~b.[2.]~~ The TD pay shall not be considered part of an Employee's  
29 basic rate of pay.

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

6  
7            **d.[4.]** When an Employee with TD pay is demoted or transferred, or  
8 whose position is reallocated to a class in the same or lower pay range, the  
9 TD shall be continued in the new pay range.

10  
11            **2.        Compression Differential Pay.**

12  
13            **a.[5.]** When an Employee with a compression differential (CD) is  
14 demoted, or transferred, or whose position is reallocated to a class in the  
15 same or lower pay range, the CD shall be continued in the new pay range.

16  
17            **b.[6.]** When a regular Employee is released from a probational or  
18 temporary appointment and returns to the position to which the Employee  
19 last held a permanent appointment, the CD shall be restored as though the  
20 Employee had remained in the former position continuously.

21  
22            **3.        Demotion Differential Pay.**

23  
24            **a.        An Employee may be eligible for demotion differential**  
25 **(DD) pay as provided in this Article. The amount of DD pay shall be the**  
26 **difference between the Employee's basic rate of pay prior to a**  
27 **demotion and the Employee's new basic rate of pay.**

28  
29            **b.        The DD pay shall not be considered part of the**  
30 **Employee's basic rate of pay.**

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

6  
7           **d.     When an Employee with DD pay is demoted, transferred,**  
8           **or reallocated to a class in the same or lower pay range, the DD pay**  
9           **shall be continued in the new pay range.**

10  
11           **J.     Compensation Adjustment for Non-Regular Employees.**

12  
13           1.     Movements of non-regular Employees to other civil service positions  
14 shall not be classified as promotions, transfers, or demotions, but shall be  
15 considered as new appointments and compensation adjustments upon these new  
16 appointments shall be as prescribed in this paragraph.

17  
18           2.     A non-regular Employee who is moved from the position in which the  
19 Employee was serving a probational appointment to another position assigned to  
20 the same **[salary]pay** range shall continue at the same basic rate of pay.

21  
22           3.     A non-regular Employee who is moved from the position in which the  
23 Employee was serving a temporary appointment to another position in the same  
24 pay range and pay schedule and in the same department shall continue at the  
25 same basic rate of pay.

26  
27           4.     Non-regular Employees serving temporary appointments who are  
28 converted to initial probational or permanent appointments in the same positions  
29 that the Employees were serving temporary appointments will continue to receive  
30 the same basic rate of pay they were receiving while serving temporary  
31 appointments.

1  
2           5.       The compensation of a non-regular Employee after a personnel  
3 transaction other than as described in subparagraphs 2, 3, and 4 shall be at  
4

5                   **a.**       **Prior to July 1, 2020,** the initial step of the **[salary]pay** range.  
6

7                   **b.**       **Effective July 1, 2020, the basic rate of pay of the pay**  
8 **range.**  
9

10           K.       Compensation Adjustment for Exempt Employees Accepting Civil  
11 Service Appointments, Or Whose Exempt Positions Are Converted To Civil Service  
12 Positions.  
13

14           1.       Exempt Employees who move to civil service positions or who are  
15 granted civil service status pursuant to legislation shall not have the transaction  
16 considered as promotions, transfers, or demotions. Such transactions shall be  
17 considered new appointments and pay adjustments upon these new appointments  
18 shall be as prescribed in this paragraph.  
19

20           2.       An exempt Employee who is granted civil service status pursuant to  
21 legislation shall retain the basic rate of pay the Employee was receiving  
22 immediately prior to being granted civil service status; provided:  
23

24                   **a.**       **Prior to July 1, 2020**

25  
26                           **1)**       If the Employee's rate of pay falls between two steps in  
27 the salary schedule, the Employee shall be compensated at the lower  
28 step.  
29

1                    **2)[b-]** If the Employee's rate of pay falls below the minimum  
2 step of the salary schedule, the Employee shall be compensated at  
3 the minimum step.

4  
5                    **3)[c-]** If the Employee's rate of pay falls above the maximum  
6 step of the salary schedule, the Employee shall be compensated at  
7 the maximum step.

8  
9                    b.        **Effective July 1, 2020**

10  
11                    **The Employee shall be compensated at the basic rate of**  
12 **pay of the pay range.**

13  
14                    3.        Exempt Employees selected from an open competitive list to civil  
15 service positions other than as described in subparagraph 1, shall be compensated

16  
17                    a.        **Prior to July 1, 2020,** at the initial step of the **[salary]pay**  
18 range.

19  
20                    b.        **Effective July 1, 2020, at the basic rate of pay of the pay**  
21 **range.**

22  
23                    L.        Compensation Adjustment for Employees Moving to Exempt  
24 Appointments.

25  
26                    Movements of Employees to exempt positions shall not be classified as  
27 promotions, transfers, or demotions, but shall be considered as new appointments  
28 and compensation adjustments upon these new appointments shall be as follows:

29  
30                    1.        The Employee shall be compensated at the prescribed statutory rate  
31 for the exempt position; or,



1  
2           2.       If there is no prescribed statutory rate, then the rate determined by  
3 the appointing authority.

4  
5           M.       Compensation Adjustments for Regular Employees Serving Limited  
6 Term Appointments, Temporary Appointments, or New Probational Appointments,  
7 in Another Position.

8  
9           1.       Regular Employees serving limited term appointments, temporary  
10 appointments, or new probational appointments, who are promoted, transferred, or  
11 demoted, or whose permanent position is reallocated or repriced shall have their  
12 compensation adjusted from their permanent positions pursuant to paragraphs B,  
13 C, D, E, or F, as applicable, except as follows:

14  
15                   a.       An Employee who is moved from the position in which the  
16 Employee was serving a probational appointment to another position  
17 assigned to the same ~~salary~~ pay range shall continue at the same basic  
18 rate of pay.

19  
20                   b.       An Employee who is moved from the position in which the  
21 Employee was serving a temporary appointment to another position in the  
22 same class and in the same department shall continue at the same basic  
23 rate of pay.

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

30

1 N. Compensation Adjustments Following an Intergovernmental  
2 Movement 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  
9 schedule than the previous pay range, the Employee's compensation shall be  
10 adjusted in the 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  
14 schedule as the previous pay range, the Employee's compensation shall be  
15 adjusted in the 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  
19 schedule than the previous pay range, the Employee's compensation shall be  
20 adjusted in the manner as adjustments for voluntary demotion.

21  
22 ~~**[O. Step Movement.**~~

23  
24 ~~**1. The cost of step movements under this paragraph shall be**~~  
25 ~~**included in the costs of collective bargaining and submitted to the**~~  
26 ~~**respective legislative bodies for approval at the appropriate time.**~~

27  
28 ~~**2. For purposes of this paragraph, "continuous creditable**~~  
29 ~~**service" shall mean service within bargaining unit 02 in all Employer**~~

1 ~~jurisdictions without any break in service provided that the following shall~~  
2 ~~not be considered as time creditable:~~

3  
4 ~~a. — absences without pay (other than authorized leave of~~  
5 ~~absence without pay for the purpose of sabbatical, recuperating from~~  
6 ~~an injury for which workers' compensation weekly payments are~~  
7 ~~made or military leave where the President of the United States or~~  
8 ~~the governor of the State has called the Employee to active duty);~~

9  
10 ~~b. — absence due to suspension; or~~

11  
12 ~~c. — any period of substandard performance.~~

13  
14 ~~3. — Step Movement.~~

15  
16 ~~a. — Effective July 1, 2015~~

17  
18 ~~1. — Employees who have at least five (5) years but~~  
19 ~~less than ten (10) years of continuous creditable service shall~~  
20 ~~move to Step L1 on the first day of the pay period immediately~~  
21 ~~following the completion of five (5) years of continuous~~  
22 ~~creditable service.~~

23  
24 ~~2. — Employees who have at least ten (10) years but~~  
25 ~~less than fifteen (15) years of continuous creditable service~~  
26 ~~shall move to Step L2 on the first day of the pay period~~  
27 ~~immediately following the completion of ten (10) years of~~  
28 ~~continuous creditable service.~~

1                   3. ~~Employees who have at least fifteen (15) years but~~  
2 ~~less than twenty (20) years of continuous creditable service~~  
3 ~~shall move to Step L3 on the first day of the pay period~~  
4 ~~immediately following the completion of fifteen (15) years of~~  
5 ~~continuous creditable service.~~

6  
7                   4. ~~Employees who have at least twenty (20) years~~  
8 ~~but less than twenty-five (25) years of continuous creditable~~  
9 ~~service shall move to Step L4 on the first day of the pay period~~  
10 ~~immediately following the completion of twenty (20) years of~~  
11 ~~continuous creditable service.~~

12  
13                   5. ~~Employees who have at least twenty-five (25)~~  
14 ~~years of continuous creditable service shall move to Step L5~~  
15 ~~on the first day of the pay period immediately following the~~  
16 ~~completion of twenty-five (25) years of continuous creditable~~  
17 ~~service.~~

18  
19                   b. ~~Effective July 2, 2015~~

20  
21                   1. ~~Employees who have at least fifteen (15) years but~~  
22 ~~less than twenty (20) years of continuous creditable service~~  
23 ~~shall move to Step B1 on the first day of the pay period~~  
24 ~~immediately following the completion of fifteen (15) years of~~  
25 ~~continuous creditable service.~~

26  
27                   2. ~~Employees who have at least twenty (20) years of~~  
28 ~~continuous creditable service shall move to Step C1 on the~~  
29 ~~first day of the pay period immediately following the~~  
30 ~~completion of twenty (20) years of continuous creditable~~  
31 ~~service.]~~

1

2           **O.[P.]** Other Compensation Adjustments. Compensation adjustments not  
3 expressly provided for by this Agreement but necessitated by authorized  
4 personnel movements or situations shall be made by the chief personnel or  
5 human resources executive, as applicable; provided that consultation shall take  
6 place with the Union prior to effecting any adjustments under this paragraph.

Bargaining Unit 3  
TENTATIVE AGREEMENT  
Union RS  
Employer R/W  
Date 9/10/20

**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 ~~pay[salary]~~ range and step an Employee is receiving as compensation. For an Employee whose position is not assigned to the ~~pay[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

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

9  
10 5. An Employee who leaves the service without having worked on all  
11 scheduled working days for that month shall be compensated pursuant to the following  
12 formula: Employee's monthly basic rate of pay plus TD, DD, CD, SD, RD, or SAD as  
13 applicable x (number of days worked/number of working days in a month, including  
14 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  
23 promotion, the adoption of a new pay schedule, a temporary assignment, pricing or  
24 repricing, or any other personnel action affecting pay, shall not be required to make  
25 reimbursement when it is found subsequently that an overpayment in salary occurred  
26 due to the retroactive feature of a position classification action. However, the proper  
27 pay adjustment shall be made as of the first pay period following the date of notice of  
28 action by the director.

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

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**B. Compensation Adjustment Upon Promotion.**

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

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

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

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

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

**C. Compensation Adjustment Upon Demotion.**

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

a. "Demotion" means the movement of a regular Employee from the 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.

1  
2       **2.     Disciplinary or Involuntary Demotion.**

3  
4           **a.     A regular Employee who is involuntarily demoted or who is**  
5 **demoted for disciplinary reasons shall be compensated at the corresponding step**  
6 **in the lower pay[salary] range or any lower step in the lower pay[salary] range.**

7  
8           **b.     Upon release from a disciplinary demotion given on a temporary**  
9 **basis, a regular Employee shall be compensated as though the Employee had**  
10 **remained in the former position continuously.**

11  
12       **3.     Demotion to Avoid Layoff; Demotion Due to Reorganization; Service**  
13 **Connected Disability Demotion.**

14  
15           **a.     Prior to July 1, 2020, [A]an Employee who accepts a demotion to**  
16 **avoid layoff; or is demoted due to a reorganization; or who receives a service**  
17 **connected disability demotion, shall retain the Employee's basic rate of pay;**  
18 **provided:**

19  
20                   **1)[a-] If the Employee's basic rate of pay falls between two (2)**  
21 **steps in the lower pay range, the Employee shall be compensated at the**  
22 **step in the lower pay range whose rate is immediately below the**  
23 **Employee's basic rate of pay and shall be entitled to a temporary**  
24 **differential.**

25  
26                   **2)[b-] If the Employee's basic rate of pay falls above the maximum**  
27 **step in the lower pay range, the Employee shall be compensated at the**  
28 **maximum step and shall be entitled to a temporary differential.**

1           **b. Effective July 1, 2020, an Employee who accepts a demotion to**  
2           **avoid layoff; or is demoted due to a reorganization; or who receives a**  
3           **service connected disability demotion, shall be compensated as follows:**  
4

5                   **1) For demotions involving a movement of three (3) or less**  
6                   **pay ranges, the Employee shall be compensated at the**  
7                   **corresponding step in the lower pay range and shall be entitled to a**  
8                   **demotion differential (DD).**  
9

10                   **2) For demotions involving a movement of more than three**  
11                   **(3) pay ranges, the Employee shall be compensated at the step in the**  
12                   **lower pay range which is equal to the rate for voluntary demotion**  
13                   **involving three (3) pay ranges and shall be entitled to a DD. If the**  
14                   **rate for voluntary demotion involving three (3) pay ranges falls above**  
15                   **the maximum step in the lower pay range, the Employee shall be**  
16                   **compensated at the maximum step of the lower pay range and shall**  
17                   **be entitled to a DD.**  
18

19           **4. Non-Service Connected Disability Demotion.**  
20

21                   **a. Prior to July 1, 2020, [A]an Employee who receives a non-service**  
22                   **connected disability demotion shall be compensated as provided below:**  
23

24                           **1)[a-] A regular Employee who has fifteen (15) or more years of**  
25                           **continuous service in the civil service of the Employee's governmental**  
26                           **jurisdiction shall retain the Employee's basic rate of pay; provided that:**  
27

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

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

3  
4 **b)[2]** If the Employee's basic rate of pay falls above the  
5 maximum step in the lower pay range, the Employee shall be  
6 compensated at the maximum step and shall be entitled to a  
7 temporary differential.

8  
9 **2)[b-]** A regular Employee with at least five (5) years but less than  
10 fifteen (15) years of continuous service in the civil service of the  
11 Employee's governmental jurisdiction shall retain the Employee's basic  
12 rate of pay for a period beyond the effective date of the demotion as  
13 follows:

14

15	Years of Service	Months of Compensation Retention
16		
17	5	12
18	6	14
19	7	16
20	8	18
21	9	20
22	10	22
23	11	24
24	12	26
25	13	28
26	14	30

27  
28 **a)[4]** If the Employee's basic rate of pay falls between two  
29 (2) steps in the lower pay range, the Employee shall be  
30 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 probational 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  
30           Notwithstanding any paragraph in this Article, Employees selected through an  
31 open competitive recruitment which permits hiring above the first step may be

1 compensated at a rate determined by the Employer upon their appointment from the  
2 open competitive list; provided that the amount the Employee will receive is not less  
3 than the amount the Employee would have received if the Employees were  
4 compensated in accordance with the applicable paragraph.

5  
6 H. Compensation for Temporary Assignment Performed.

7  
8 Compensation for temporary assignment shall be as follows:

9  
10 1. Except as provided in subparagraph 6., the basic rate of an Employee  
11 who performs temporary assignment involving a position assigned to a class in a higher  
12 pay range in the salary schedule shall be adjusted in the manner as adjustments for  
13 promotion except that any temporary differential and/or demotion differential which  
14 the Employee was receiving shall not be added to the basic rate of pay but shall be  
15 retained by the Employee while performing the temporary assignment.

16  
17 2. An Employee who performs a temporary assignment involving a position  
18 assigned to the same or lower pay range in the salary schedule shall continue to be  
19 compensated at the Employee's basic rate of pay prior to the temporary assignment.

20  
21 3. Whenever a temporary assignment involves the assumption of duties and  
22 responsibilities of an exempt position not assigned to a pay[salary] range (regardless  
23 of whether the exempt position is within the bargaining unit or outside of the bargaining  
24 unit), Employees will be compensated at the prescribed statutory rate of pay if such rate  
25 is higher than the Employee's existing basic rate of pay. If there is no prescribed  
26 statutory rate, the appointing authority may exercise discretion in setting compensation  
27 for temporary assignment; provided, the compensation shall be no less than the  
28 Employee's basic rate of pay.

29  
30 4. Whenever a temporary assignment is made for an exempt Employee  
31 whose position is not assigned to the salary schedule, and whose temporary



1 assignment involves the assumption of the significant duties and responsibilities of a  
2 position assigned to a salary schedule outside of the bargaining unit, the following will  
3 be used to determine whether the assignment is to a higher pay range:  
4

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

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

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

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

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

27 6. Compensation adjustments shall not be provided for the following:  
28

29 a. An Employee whose position includes assuming the duties and  
30 responsibilities of the Employee's superior in the absence of the superior and

1 which assignment is recognized in the Employee's position classification and  
2 pricing.

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

7  
8 I. Temporary Differential and Demotion Differential Pay.

9  
10 1. Temporary Differential Pay.

11  
12 a.[1.] An Employee shall be eligible for temporary differential pay as may  
13 be provided in this Article. The amount of TD pay shall be the difference  
14 between the Employee's basic rate of pay prior to the action taken and the  
15 Employee's new basic rate of pay.

16  
17 b.[2.] The TD pay shall not be considered part of an Employee's basic  
18 rate of pay.

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

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

28  
29 2. Demotion Differential Pay.

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

5  
6           **b. The DD pay shall not be considered part of the Employee's**  
7 **basic rate of pay.**

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

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

20  
21                   **1) The maximum of the Employee's existing pay range**  
22 **minus the Employee's new basic rate of pay; or**

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

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

30  
31           **J. Compensation Adjustment for Non-Regular Employees.**

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

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

10  
11          3.       A non-regular Employee who is moved from the position in which the  
12 Employee was serving a temporary appointment to another position in the same  
13 **pay[salary]** range and salary schedule and in the same department shall continue at  
14 the same basic rate of pay.

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

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

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

27  
28           1.       Exempt Employees who move to civil service positions or who are granted  
29 civil service status pursuant to legislation shall not have the transaction considered as  
30 promotions, transfers, or demotions. Such transactions shall be considered new

1 appointments and pay adjustments upon these new appointments shall be as  
2 prescribed in this paragraph.

3  
4 2. An exempt Employee who is granted civil service status pursuant to  
5 legislation shall retain the basic rate of pay the Employee was receiving immediately  
6 prior to being granted civil service status; provided:

7  
8 a. If the Employee's rate of pay falls between two (2) steps in the  
9 salary schedule, the Employee shall be compensated at the lower step.

10  
11 b. If the Employee's rate of pay falls below the minimum step of the  
12 salary schedule, the Employee shall be compensated at the minimum step.

13  
14 c. If the Employee's rate of pay falls above the maximum step of the  
15 salary schedule, the Employee shall be compensated at the maximum step.

16  
17 3. Exempt Employees selected from an open competitive list to civil service  
18 positions other than as described in subparagraph 1., shall be compensated at the initial  
19 step of the pay[salary] range.

20  
21 L. Compensation Adjustment for Employees Moving to Exempt  
22 Appointments.

23  
24 Movements of Employees to exempt positions shall not be classified as  
25 promotions, transfers, or demotions, but shall be considered as new appointments and  
26 compensation adjustments upon these new appointments shall be as follows:

27  
28 1. The Employee shall be compensated at the prescribed statutory rate for  
29 the exempt position; or,

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

3  
4           M.     Compensation Adjustments for Regular Employees Serving Limited Term  
5 Appointments, Temporary Appointments, or New Probational Appointments, in Another  
6 Position.

7  
8           1.     Regular Employees serving limited term appointments, temporary  
9 appointments, or new probational appointments, who are promoted, transferred, or  
10 demoted, or whose permanent position is reallocated or repriced shall have their  
11 compensation adjusted from their permanent positions pursuant to paragraphs B, C, D,  
12 E, or F, as applicable, except as follows:

13  
14           a.     An Employee who is moved from the position in which the  
15 Employee was serving a probational appointment to another position assigned to  
16 the same ~~pay~~**[salary]** range shall continue at the same basic rate of pay.

17  
18           b.     An Employee who is moved from the position in which the  
19 Employee was serving a temporary appointment to another position in the same  
20 class and in the same department shall continue at the same basic rate of pay.

21  
22           2.     Regular Employees serving limited term or other temporary appointments  
23 who are converted to probational or permanent appointments in the same positions that  
24 they were serving on a limited term or other temporary appointment basis shall continue  
25 to receive the same basic rate of pay they were receiving while serving the limited term  
26 or temporary appointment.

27  
28           N.     Compensation Adjustments Following an Intergovernmental Movement  
29 Made Pursuant to Law.

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

3  
4           1.     If the result of the intergovernmental movement is that the Employee  
5 moves to a position assigned to a class with a higher pay range in the salary schedule  
6 than the previous pay range, the Employee's compensation shall be adjusted in the  
7 manner as adjustments for promotion.

8  
9           2.     If the result of the intergovernmental movement is that the Employee  
10 moves to a position assigned to a class with the same pay range in the salary schedule  
11 as the previous pay range, the Employee's compensation shall be adjusted in the  
12 manner of adjustments for transfer.

13  
14           3.     If the result of the intergovernmental movement is that the Employee  
15 moves to a position assigned to a class with a lower pay range in the salary schedule  
16 than the previous pay range, the Employee's compensation shall be adjusted in the  
17 manner as adjustments for voluntary demotion.

18  
19           ~~0.     Step Movements.~~

20  
21           ~~1.     All step movement costs under this paragraph shall be included in the~~  
22 ~~costs of collective bargaining and submitted to the respective legislative bodies for~~  
23 ~~approval at the appropriate time.~~

24  
25           ~~2.     For purposes of this paragraph, wherever the terms "bargaining unit" or~~  
26 ~~"bargaining unit 03" appear, it shall also include bargaining unit 04.~~

27  
28           ~~3.     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 4. ~~In determining creditable service for step movement, the following shall~~  
10 ~~apply:~~

11  
12 a. ~~"Service" means employment service on a step in any Employer~~  
13 ~~jurisdiction in an existing or former position which is or has been included in~~  
14 ~~bargaining unit 03 or which would have been included in bargaining unit 03 were~~  
15 ~~it not excluded therefrom, provided there is no break in service.~~

16  
17 b. ~~"Break in service," for purposes of this paragraph, means a~~  
18 ~~separation from service or a movement out of the bargaining unit; provided that a~~  
19 ~~new appointment within the bargaining unit on the next consecutive work day~~  
20 ~~shall not constitute a break in service.~~

21  
22 c. ~~Service throughout a work year shall be creditable for a step~~  
23 ~~movement provided that the following shall be considered time not creditable:~~

24  
25 1) ~~absences without pay, except as provided in subparagraph~~  
26 ~~4.d. below;~~

27  
28 2) ~~absences due to suspension; or~~

29  
30 3) ~~any period of substandard performance.~~

31



1           d. ~~A period of authorized leave without pay for the following purposes~~  
2 ~~shall be construed as creditable service:~~

3  
4           1) ~~to be on sabbatical leave;~~

5  
6           2) ~~to recuperate from an injury for which workers' compensation~~  
7 ~~weekly payments are made, or~~

8  
9           3) ~~to be on military service where the President of the United~~  
10 ~~States or the governor of the State has called the Employee to active duty.~~

11  
12       5. ~~Determining Step Movement Date.~~

13  
14           a. ~~Subject to adjustment for all periods of time not creditable as~~  
15 ~~provided in subparagraph 4.c., the step movement date shall be determined as~~  
16 ~~follows:~~

17  
18           1) ~~For Employees in the bargaining unit as of June 30, 1991,~~  
19 ~~the step movement date shall be determined by the most recent date of~~  
20 ~~hire.~~

21  
22           2) ~~For Employees who enter a position in the bargaining unit~~  
23 ~~after June 30, 1991, the step movement date shall be determined by the~~  
24 ~~date the Employee initially entered a position in the bargaining unit.~~

25  
26           3) ~~For Employees who re-enter a position in the bargaining unit~~  
27 ~~after June 30, 1991, the step movement date shall be determined by the~~  
28 ~~date the Employee re-entered a position in the bargaining unit.~~

1           b. ~~The Employee's step movement date determined under 5.a. shall~~  
2 ~~not be adjusted upon movement to another position in the bargaining unit without~~  
3 ~~a break in service, regardless of Employer jurisdiction.~~

4  
5           6. ~~Eligibility for Step Movement.~~

6  
7           a. ~~Any Employee who is at a step or rate below the maximum step of~~  
8 ~~the pay range shall be eligible for and shall receive a step movement on the~~  
9 ~~Employee's step movement date, provided the Employee has completed the~~  
10 ~~minimum number of years of satisfactory creditable service required for~~  
11 ~~advancement to the next higher step.~~

12  
13 ~~Effective July 1, 1995, the minimum number of years of satisfactory creditable service~~  
14 ~~required for advancement to the next higher step shall be as specified in the following:~~

15

16           Existing _____	Minimum No. of Years of Creditable Service
17           Step _____	at Existing Step Before Movements to Next Step
18           A _____	1
19           B _____	1
20           C _____	2
21           D _____	3
22           E _____	3
23           F _____	3
24           G _____	3
25           H _____	3
26           I _____	3
27           J _____	3
28           K _____	3
29           L _____	3

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

5  
6       ~~7. Effect of Personnel Actions.~~

7  
8           ~~a. Promotion, Demotion, Reallocation or Repricing~~

9  
10           ~~Notwithstanding subparagraph 6. above, an Employee who is promoted,~~  
11 ~~demoted or whose position is reallocated or repriced to another pay range shall~~  
12 ~~be credited with time earned in the former pay range or pay ranges toward~~  
13 ~~eligibility for a step movement in the new pay range.~~

14  
15           ~~b. Transfer or Reallocation to a Class at Same Pay Range~~

16  
17           ~~An Employee who is transferred or whose position is reallocated to a class~~  
18 ~~in the same pay range shall not lose time earned toward eligibility for a step~~  
19 ~~movement increase.~~

20  
21           ~~c. Return to Position Following Release from Limited Term,~~  
22 ~~Provisional or New Probationary Appointment~~

23  
24           ~~An Employee who returns to the Employee's permanent position following~~  
25 ~~release from a limited term, provisional or new probationary appointment,~~  
26 ~~whether from a position within the bargaining unit or from a position outside the~~  
27 ~~bargaining unit, shall be credited with service rendered as though the Employee~~  
28 ~~had remained in the former position continuously.~~

29  
30       ~~8. Crediting Service Applicable for Step Movement Beginning July 1, 1993.~~

1           a. ~~For Employees in the bargaining unit as of June 30, 1991, time~~  
2 ~~earned toward eligibility for a step movement under this paragraph shall begin~~  
3 ~~with service rendered as of July 1, 1991.~~

4  
5           b. ~~For Employees who entered the bargaining unit on or after July 1,~~  
6 ~~1991, time earned toward eligibility for a step movement under this paragraph~~  
7 ~~shall begin with service rendered from the date the Employee entered the~~  
8 ~~bargaining unit.~~

9  
10          c. ~~For the period July 1, 1991 to June 30, 1993, the maximum service~~  
11 ~~time eligible to be earned under this subparagraph shall be twenty four (24)~~  
12 ~~months. This service time shall only be creditable for one step movement.~~

13  
14          d. ~~Step movements under this paragraph shall take place no earlier~~  
15 ~~than July 1, 1993.~~

16  
17          O.[P.] Other Compensation Adjustments.

18  
19          Compensation adjustments not expressly provided for by this Agreement but  
20 necessitated by authorized personnel movements or situations shall be made by the  
21 chief personnel or human resources executive, as applicable; provided that consultation  
22 shall take place with the Union prior to effecting any adjustments under this paragraph.

23  
Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov

Bargaining Unit 04  
Tentative Agreement  
Employer R/W  
Union UP  
Date 9/4/20

**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 pay[salary] range and step an Employee is receiving as compensation. For an Employee whose position is not assigned to the pay[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;

1 f. Reallocation;

2  
3 g. Other personnel actions.  
4

5 4. A leave of absence without pay shall end on the day before the day an  
6 Employee reports for duty, provided that if a paid leave or a holiday immediately  
7 precedes the Employee's return to duty, the leave of absence without pay shall end on  
8 the day before such paid leave or holiday.  
9

10 5. An Employee who leaves the service without having worked on all  
11 scheduled working days for that month shall be compensated pursuant to the following  
12 formula: Employee's monthly basic rate of pay plus TD, DD, CD, SD, RD or SAD as  
13 applicable X (number of days worked/number of working days in a month, including  
14 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  
23 promotion, the adoption of a new pay schedule, a temporary assignment, pricing or  
24 repricing, or any other personnel action affecting pay, shall not be required to make  
25 reimbursement when it is found subsequently that an overpayment in salary occurred  
26 due to the retroactive feature of a position classification action. However, the proper  
27 pay adjustment shall be made as of the first pay period following the date of notice of  
28 action by the director.  
29

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

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

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

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

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

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

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

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

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

29  
30           a. "Demotion" means the movement of a regular Employee from the  
31 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.



1  
2           **2.     Disciplinary or Involuntary Demotion.**

3  
4           **a.     A regular Employee who is involuntarily demoted or who is**  
5 **demoted for disciplinary reasons shall be compensated at the corresponding**  
6 **step in the lower pay[salary] range or any lower step in the lower pay[salary]**  
7 **range.**

8  
9           **b.     Upon release from a disciplinary demotion given on a temporary**  
10 **basis, a regular Employee shall be compensated as though the Employee had**  
11 **remained in the former position continuously.**

12  
13           **3.     Demotion to Avoid Layoff; Demotion Due to Reorganization; Service**  
14 **Connected Disability Demotion.**

15  
16           **a.     Prior to July 1, 2020, [A]an Employee who accepts a demotion to**  
17 **avoid layoff; or is demoted due to a reorganization; or who receives a service**  
18 **connected disability demotion, shall retain the Employee's basic rate of pay;**  
19 **provided:**

20  
21                   **1)[a-] If the Employee's basic rate of pay falls between two (2)**  
22 **steps in the lower pay range, the Employee shall be compensated at the**  
23 **step in the lower pay range whose rate is immediately below the**  
24 **Employee's basic rate of pay and shall be entitled to a temporary**  
25 **differential.**

26  
27                   **2)[b-] If the Employee's basic rate of pay falls above the maximum**  
28 **step in the lower pay range, the Employee shall be compensated at the**  
29 **maximum step and shall be entitled to a temporary differential.**

1           **b. Effective July 1, 2020, an Employee who accepts a demotion to**  
2           **avoid layoff; or is demoted due to a reorganization; or who receives a**  
3           **service connected disability demotion, shall be compensated as follows:**  
4

5                   **1) For demotions involving a movement of three (3) or less**  
6                   **pay ranges, the Employee shall be compensated at the**  
7                   **corresponding step in the lower pay range and shall be entitled to a**  
8                   **demotion differential (DD).**  
9

10                   **2) For demotions involving a movement of more than three**  
11                   **(3) pay ranges, the Employee shall be compensated at the step in the**  
12                   **lower pay range which is equal to the rate for voluntary demotion**  
13                   **involving three (3) pay ranges and shall be entitled to a DD. If the**  
14                   **rate for voluntary demotion involving three (3) pay ranges falls above**  
15                   **the maximum step in the lower pay range, the Employee shall be**  
16                   **compensated at the maximum step of the lower pay range and shall**  
17                   **be entitled to a DD.**  
18

19           **4. Non-Service Connected Disability Demotion.**  
20

21                   **a. Prior to July 1, 2020, [A]an** Employee who receives a non-service  
22                   connected disability demotion shall be compensated as provided below:  
23

24                           **1)[a-]** A regular Employee who has fifteen (15) or more years of  
25                           continuous service in the civil service of the Employee's governmental  
26                           jurisdiction shall retain the Employee's basic rate of pay; provided that:  
27

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

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

3  
4 **b)(2)** If the Employee's basic rate of pay falls above the  
5 maximum step in the lower pay range, the Employee shall be  
6 compensated at the maximum step and shall be entitled to a  
7 temporary differential.

8  
9 **2)(b-)** A regular Employee with at least five (5) years but less than  
10 fifteen (15) years of continuous service in the civil service of the  
11 Employee's governmental jurisdiction shall retain the Employee's basic  
12 rate of pay for a period beyond the effective date of the demotion as  
13 follows:

14

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

16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27

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

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

3  
4 **b)[2]** If the Employee's basic rate of pay falls above the  
5 maximum step in the lower pay range, the Employee shall be  
6 compensated at the maximum step and shall be entitled to a  
7 temporary differential.

8  
9 **3)[e.]** The basic rate of pay of a regular Employee with less than  
10 five (5) years of continuous service in the civil service of the Employee's  
11 governmental jurisdiction, or a regular Employee whose retention period  
12 as prescribed in clause b., has expired, shall be adjusted in the manner of  
13 adjustments for service connected disability demotion, provided the  
14 Employee shall not be entitled to temporary differential.

15  
16 **b. Effective July 1, 2020, compensation adjustment for a non-**  
17 **service connected disability demotion shall be in the manner prescribed in**  
18 **paragraph C.3.b.**

19  
20 **5. Voluntary Demotion.**

21  
22 a. A regular Employee who accepts a voluntary demotion shall be  
23 compensated as follows:

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

28  
29 2) For voluntary demotions involving a movement of more than  
30 three (3) pay ranges, the Employee shall be compensated at the step in  
31 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.

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  
30           Notwithstanding any paragraph in this Article, Employees selected through an  
31 open competitive recruitment which permits hiring above the first step may be

1 compensated at a rate determined by the Employer upon their appointment from the  
2 open competitive list; provided that the amount the Employee will receive is not less  
3 than the amount the Employee would have received if the Employees were  
4 compensated in accordance with the applicable paragraph.

5  
6 H. Compensation for Temporary Assignment Performed.

7  
8 Compensation for temporary assignment shall be as follows:

9  
10 1. Except as provided in subparagraph 6, the basic rate of an Employee who  
11 performs temporary assignment involving a position assigned to a class in a higher pay  
12 range in the salary schedule shall be adjusted in the manner as adjustments for  
13 promotion except that any temporary differential and/or demotion differential which  
14 the Employee was receiving shall not be added to the basic rate of pay but shall be  
15 retained by the Employee while performing the temporary assignment.

16  
17 2. An Employee who performs a temporary assignment involving a position  
18 assigned to the same or lower pay range in the salary schedule shall continue to be  
19 compensated at the Employee's basic rate of pay prior to the temporary assignment.

20  
21 3. Whenever a temporary assignment involves the assumption of duties and  
22 responsibilities of an exempt position not assigned to a pay[salary] range (regardless  
23 of whether the exempt position is within the bargaining unit or outside of the bargaining  
24 unit), Employees will be compensated at the prescribed statutory rate of pay if such rate  
25 is higher than the Employee's existing basic rate of pay. If there is no prescribed  
26 statutory rate, the appointing authority may exercise discretion in setting compensation  
27 for temporary assignment; provided, the compensation shall be no less than the  
28 Employee's basic rate of pay.

29  
30 4. Whenever a temporary assignment is made for an exempt Employee  
31 whose position is not assigned to the salary schedule, and whose temporary

1 assignment involves the assumption of the significant duties and responsibilities of a  
2 position assigned to a salary schedule outside of the bargaining unit, the following will  
3 be used to determine whether the assignment is to a higher pay range:

4  
5 The maximum rate for the class to which temporary assignment is made is higher  
6 than the Employee's existing rate; provided, the dollar difference between the two is  
7 more than 5% of the Employee's existing basic rate of pay.

8  
9 If the temporary assignment is to a position in a higher pay range, as determined  
10 above, the Employee will be compensated at that step in the higher pay range which  
11 exceeds the Employee's existing rate by 5%. If there is no step in the higher pay range  
12 which rate exceeds the Employee's basic rate of pay by at least 5%, the Employee shall  
13 be compensated at the maximum step in the higher pay range or at the Employee's  
14 basic rate of compensation, whichever is greater.

15  
16 If the temporary assignment does not involve a higher pay range as determined  
17 above, the Employee shall be compensated pursuant to subparagraph 2.

18  
19 5. Whenever a temporary assignment involves the assumption of the duties  
20 and responsibilities of a position in the Excluded Managerial Compensation Plan  
21 (EMCP), such assignment shall be compensated in accordance with the provisions that  
22 are applicable to Excluded Managerial (EM) Employees.

23  
24 If the temporary assignment does not involve a higher pay range as determined  
25 above, the Employee shall be compensated pursuant to subparagraph 2.

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

28  
29 a. An Employee whose position includes assuming the duties and  
30 responsibilities of the Employee's superior in the absence of the superior and



1 which assignment is recognized in the Employee's position classification and  
2 pricing.

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

7  
8 I. Temporary Differential and Demotion Differential Pay.

9  
10 **1. Temporary Differential Pay.**

11  
12 a.[1.] An Employee shall be eligible for temporary differential pay as may  
13 be provided in this Article. The amount of TD pay shall be the difference  
14 between the Employee's basic rate of pay prior to the action taken and the  
15 Employee's new basic rate of pay.

16  
17 b.[2.] The TD pay shall not be considered part of an Employee's basic  
18 rate of pay.

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

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

28  
29 **2. Demotion Differential Pay.**

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

5  
6           **b. The DD pay shall not be considered part of the Employee's**  
7 **basic rate of pay.**

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

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

20  
21                   **1) The maximum of the Employee's existing pay range**  
22 **minus the Employee's new basic rate of pay; or**

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

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

30  
31           **J. Compensation Adjustment for Non-Regular Employees.**

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

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

10  
11           3.     A non-regular Employee who is moved from the position in which the  
12 Employee was serving a temporary appointment to another position in the same  
13 pay[salary] range and salary schedule and in the same department shall continue at  
14 the same basic rate of pay.

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

20  
21           5.     Non-regular Employees with at least one (1) year of continuous service  
22 who move to other civil service positions shall have their compensation adjusted as  
23 though they were promoted, demoted or transferred.

24  
25           6.     The compensation of a non-regular Employee after a personnel  
26 transaction, other than as described in subparagraphs 2, 3, and 4, and 5 shall be at the  
27 initial step of the pay[salary] range.

28  
29           K.     Compensation Adjustment for Exempt Employees Accepting Civil Service  
30 Appointments, or Whose Exempt Positions are Converted to Civil Service Positions.

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

6  
7           2.     An exempt Employee who is granted civil service status pursuant to  
8 legislation shall retain the basic rate of pay the Employee was receiving immediately  
9 prior to being granted civil service status; provided:

10  
11           a.     If the Employee's rate of pay falls between two (2) steps in the  
12 salary schedule, the Employee shall be compensated at the lower step.

13  
14           b.     If the Employee's rate of pay falls below the minimum step of the  
15 salary schedule, the Employee shall be compensated at the minimum step.

16  
17           c.     If the Employee's rate of pay falls above the maximum step of the  
18 salary schedule, the Employee shall be compensated at the maximum step.

19  
20           3.     Exempt Employees selected from an open competitive list to civil service  
21 positions other than as described in subparagraph 1, shall be compensated at the initial  
22 step of the pay[salary] range.

23  
24           L.     Compensation Adjustment for Employees Moving to Exempt  
25 Appointments.

26  
27           Movements of Employees to exempt positions shall not be classified as  
28 promotions, transfers, or demotions, but shall be considered as new appointments and  
29 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 **pay[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.     For purposes of this paragraph, wherever the terms "bargaining unit" or~~  
29    ~~"bargaining unit 04" appear, it shall also include bargaining unit 03.~~

30  
31          ~~3.     The following definitions shall be applicable to this paragraph:~~

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

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

9  
10 4. ~~In determining creditable service for step movement, the following shall~~  
11 ~~apply:~~

12  
13 a. ~~"Service" means employment service on a step in any Employer~~  
14 ~~jurisdiction in an existing or former position which is or has been included in~~  
15 ~~bargaining unit 04 or which would have been included in bargaining unit 04 were~~  
16 ~~it not excluded therefrom, provided there is no break in service.~~

17  
18 b. ~~"Break in service," for purposes of this paragraph, means a~~  
19 ~~separation from service or a movement out of the bargaining unit; provided that~~  
20 ~~a new appointment within the bargaining unit on the next consecutive work day~~  
21 ~~shall not constitute a break in service.~~

22  
23 c. ~~Service throughout a work year shall be creditable for a step~~  
24 ~~movement provided that the following shall be considered time not creditable:~~

25  
26 1) ~~absences without pay, except as provided in subparagraph~~  
27 ~~4.d. below;~~

28  
29 2) ~~absences due to suspension; or~~

30  
31 3) ~~any period of substandard performance.~~

1  
2 ~~d. — A period of authorized leave without pay for the following purposes~~  
3 ~~shall be construed as creditable service:~~

4  
5 1) ~~to be on sabbatical leave,~~

6  
7 2) ~~to recuperate from an injury for which workers' compensation~~  
8 ~~weekly payments are made, or~~

9  
10 3) ~~to be on military service where the President of the United~~  
11 ~~States or the governor of the State has called the Employee to active duty.~~

12  
13 ~~5. — Determining Step Movement Date.~~

14  
15 a. ~~Subject to adjustment for all periods of time not creditable as~~  
16 ~~provided in subparagraph 4.c., the step movement date shall be determined as~~  
17 ~~follows:~~

18  
19 1) ~~For Employees in the bargaining unit as of June 30, 1991,~~  
20 ~~the step movement date shall be determined by the most recent date of~~  
21 ~~hire.~~

22  
23 2) ~~For Employees who enter a position in the bargaining unit~~  
24 ~~after June 30, 1991, the step movement date shall be determined by the~~  
25 ~~date the Employee initially entered a position in the bargaining unit.~~

26  
27 3) ~~For Employees who re-enter a position in the bargaining unit~~  
28 ~~after June 30, 1991, the step movement date shall be determined by the~~  
29 ~~date the Employee re-entered a position in the bargaining unit.~~





1  
2           ~~b. The Employee shall not be entitled to receive a step movement on~~  
3 ~~a date earlier than the Employee's step movement date and any time earned in~~  
4 ~~excess of the minimum time required for the step movement is voided upon~~  
5 ~~movement to the next higher step in the same pay range.~~

6  
7       ~~7. Effect of Personnel Actions.~~

8  
9           ~~a. Promotion, Demotion, Reallocation or Repricing.~~

10  
11           ~~Notwithstanding subparagraph 6 above, an Employee who is promoted,~~  
12 ~~demoted or whose position is reallocated or repriced to another pay range shall~~  
13 ~~be credited with time earned in the former pay range or pay ranges toward~~  
14 ~~eligibility for a step movement in the new pay range.~~

15  
16           ~~b. Transfer or Reallocation to a Class at Same Pay Range.~~

17  
18           ~~An Employee who is transferred or whose position is reallocated to a class~~  
19 ~~in the same pay range shall not lose time earned toward eligibility for a step~~  
20 ~~movement increase.~~

21  
22           ~~c. Return to Position Following Release from Limited Term,~~  
23 ~~Provisional or New Probationary Appointment.~~

24  
25           ~~An Employee who returns to the Employee's permanent position following~~  
26 ~~release from a limited term, provisional or new probationary appointment,~~  
27 ~~whether from a position within the bargaining unit or from a position outside the~~  
28 ~~bargaining unit, shall be credited with service rendered as though the Employee~~  
29 ~~had remained in the former position continuously.~~

30  
31       ~~8. Crediting Service Applicable for Step Movement Beginning July 1, 1993.~~

1  
2           a. ~~For Employees in the bargaining unit as of June 30, 1991, time~~  
3 ~~earned toward eligibility for a step movement under this paragraph shall begin~~  
4 ~~with service rendered as of July 1, 1991.~~

5  
6           b. ~~For Employees who entered the bargaining unit on or after July 1,~~  
7 ~~1991, time earned toward eligibility for a step movement under this paragraph~~  
8 ~~shall begin with service rendered from the date the Employee entered the~~  
9 ~~bargaining unit.~~

10  
11           c. ~~For the period July 1, 1991 to June 30, 1993, the maximum service~~  
12 ~~time eligible to be earned under this subparagraph shall be twenty-four (24)~~  
13 ~~months. This service time shall only be creditable for one step movement.~~

14  
15           d. ~~Step movements under this paragraph shall take place no earlier~~  
16 ~~than July 1, 1993.~~

17  
18           O.~~P.~~ Other Compensation Adjustments.

19  
20           Compensation adjustments not expressly provided for by this Agreement but  
21 necessitated by authorized personnel movements or situations shall be made by the  
22 chief personnel or human resources executive, as applicable; provided that consultation  
23 shall take place with the Union prior to effecting any adjustments under this paragraph.  
24  
25

## COMPENSATION ADJUSTMENTS

### Applicable to EMCP employees excluded from BU 2 and 4

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).



1 **Administration (OSHA) Standards under the Code of Federal Regulations Title 29**  
2 **(29 CFR) or the current Hawai'i Administrative Rules Title 12 Subtitle 8 (Title 12**  
3 **HAR) (whichever standard contains the higher level of protection)** is required, the  
4 following shall apply:

5  
6 a. The Employer shall provide an allowance up to an amount to be  
7 mutually agreed upon between each jurisdiction and the Union for such jurisdiction  
8 toward the purchase of such footwear by Employees from any vendor. In the event a  
9 mutual agreement cannot be reached, the lowest price quotation available shall be  
10 used for the allowance.

11  
12 b. Whenever the Employer utilizes competitive bidding procedures, the  
13 paragraph above shall not apply. In such event, the Employer shall pay up to the  
14 accepted bid price. Further, in the event that an Employee desires a footwear of  
15 another brand or model that meets the approved specifications, the Employee shall  
16 be permitted to acquire such footwear from the approved vendor or, when such  
17 footwear is not available, from another vendor. In such case, the Employee shall pay  
18 any difference greater than the bid price.

19  
20 c. With respect to the first two paragraphs, the Union shall be consulted in  
21 developing lists of approved brands and/or models of such footwear that may be  
22 acquired at the option of Employees.

23  
24 d. Required safety-toe rubber boots or other types of safety-toe footwear  
25 not specified above shall be provided at no cost to the Employees.

26  
27 e. Replacement of such safety footwear will be made by the Employer  
28 whenever it is accidentally damaged, without negligence, or worn out through normal  
29 wear and tear in the performance of the Employee's official duties. It is provided that  
30 the Employer shall have the option to repair, at its expense, the worn or damaged

1 heels of safety footwear within the first six (6) months after issuance in lieu of  
2 replacing the entire safety footwear.

3  
4 f. The Employer shall be permitted to inspect safety footwear that is to be  
5 replaced prior to approving the replacement. Replaced safety footwear shall  
6 become the property of the Employee and shall not be worn at work; provided  
7 however, that the Employer shall have the option to place on it a distinctive mark.

8  
9 g. Each Employee whose duties require protective shoes as provided  
10 under this Article shall be provided with a second pair of such shoes when all of the  
11 following conditions are met:

12  
13 1) Such shoes become wet frequently and on a regular basis as a  
14 result of the Employee's duties.

15  
16 2) Wetness results from water or muddy conditions.

17  
18 3) Wetness which saturates the shoes will occur in spite of  
19 reasonable precautions and preventive measures.

20  
21 4) Rubber boots when provided are not reasonable to wear (a) due  
22 to the nature of work or (b) for more than four hours per workday.

23  
24 2. When prescription safety glasses which meets the requirements of the  
25 ~~[American National Standard of Occupational and Educational Eye and Face Protection]~~  
26 **current Occupational Safety and Health Administration (OSHA) Standards under**  
27 **the Code of Federal Regulations Title 29 (29 CFR) or the current Hawai'i**  
28 **Administrative Rules Title 12 Subtitle 8 (Title 12 HAR) (whichever standard contains**  
29 **the higher level of protection)** are required, the following shall apply:  
30

1           a.       The Employer shall pay up to the reasonable cost of such standard  
2 prescription safety lenses and standard non-cosmetic safety frame within each  
3 jurisdiction, excluding the cost of contact lenses.  
4

5           b.       Replacement of prescription safety glasses and/or frame shall be  
6 allowed when (1) such items are damaged or lost, without negligence on the part of  
7 the Employee in the performance of the Employee's duties, and (2) when  
8 replacement is required because of changes in the Employee's vision.  
9

10          c.       The cost for eye examination and dispensing of safety glasses shall be  
11 borne by the Employee; provided however, any jurisdiction which is presently  
12 reimbursing its Employees for the cost of the eye examinations and dispensing of  
13 safety prescription glasses will continue to do so for the duration of the Agreement.  
14 In the event that an Employee's prescription safety glasses and/or frame is damaged  
15 or destroyed while the Employee is acting in the discharge of the Employee's duties  
16 without negligence and an eye examination is required by the dispenser in order to  
17 obtain a replacement of such glasses, the Employer shall pay for the entire cost of  
18 such eye examinations and dispensing cost. Where an optical dispenser is available  
19 which accepts existing prescriptions without requiring a new eye examination, such  
20 dispenser shall be utilized by the Employee.  
21

22          d.       The vendors for the prescription safety glasses shall be selected by  
23 the Employee; except that when bidding procedures are utilized, such vendors shall  
24 be designated by the Employer.  
25

26          e.       Whenever the Employer utilizes competitive bidding procedures  
27 paragraph 2.a. above shall not apply. In such event, the Employer shall pay up to the  
28 accepted bid price, including eye examination as provided in paragraph 2.c.  
29 above. Furthermore, an Employee who desires to acquire prescription safety  
30 glasses which are not on the approved bid list but which meet the approved safety  
31 specifications shall be permitted to acquire such prescription safety glasses from the



1 approved bidding vendor, provided that the Employee shall pay any difference  
2 greater than the bid price.

3  
4 3. All requests for the purchase or replacement of safety equipment shall be  
5 processed through the Employee's immediate supervisor.

6  
7 C. Working Conditions.

8  
9 1. Toilet facilities will be provided.

10  
11 2. Clean, cool, potable drinking water shall be made accessible.

12  
13 3. All office and work areas shall be provided with natural or mechanical systems  
14 of ventilation.

15  
16 D. The Employer shall endeavor to provide security and protection for public  
17 Employees in offices where there have been experiences of frequent threats or violence.

Bargaining Unit 03  
Tentative Agreement  
Employer PSW  
Union ICP  
Date 9/10/20

**ARTICLE 24 – TIME OFF FOR OVERTIME WORKED**

**A. \_\_\_\_\_** Whenever a non-shift Employee works at least eighteen (18) hours within the twenty-four (24) hour period immediately prior to the start of the Employee's scheduled workday, the Employer shall excuse the Employee from work on such workday, with pay, unless the services of such Employee are needed due to an emergency affecting the public health or safety and replacements are not available. In the event of such an emergency, such Employee shall be excused from work as soon as possible when the emergency no longer exists.

**B. \_\_\_\_\_** **Effective July 1, 2020, whenever a non-shift employee works at least sixteen (16) hours within the twenty-four (24) hour period immediately prior to the start of the Employee's scheduled workday, the Employer shall excuse the Employee from work on such workday, with pay, unless the services of such Employee are needed due to an emergency affecting the public health or safety and replacements are not available. In the event of such an emergency, such Employee shall be excused from work as soon as possible when the emergency no longer exists.**

This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4.

Bargaining Unit 04  
Tentative Agreement  
Employer P/W  
Union CP  
Date 9/4/20

**ARTICLE 24 – TIME OFF FOR OVERTIME WORKED**

**A.** Whenever a non-shift Employee works at least eighteen (18) hours within the twenty-four (24) hour period immediately prior to the start of the Employee's scheduled workday, the Employer shall excuse the Employee from work on such workday, with pay, unless the services of such Employee are needed due to an emergency affecting the public health or safety and replacements are not available. In the event of such an emergency, such Employee shall be excused from work as soon as possible when the emergency no longer exists.

**B. Effective July 1, 2020, whenever a non-shift employee works at least sixteen (16) hours within the twenty-four (24) hour period immediately prior to the start of the Employee's scheduled workday, the Employer shall excuse the Employee from work on such workday, with pay, unless the services of such Employee are needed due to an emergency affecting the public health or safety and replacements are not available. In the event of such an emergency, such Employee shall be excused from work as soon as possible when the emergency no longer exists.**

This adjustment is applicable to civil service and exempt employees excluded from BU 14 and EMCP employees excluded from BU 14.

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

**ARTICLE 23 – TIME OFF FOR OVERTIME WORKED**

**A.** Whenever a non-shift Employee works at least eighteen (18) hours within the twenty-four (24) hour period immediately prior to the start of the Employee's scheduled workday, the Employer shall excuse the Employee from work on such workday, with pay, unless the services of such Employee are needed due to an emergency affecting the public health or safety and replacements are not available. In the event of such an emergency, such Employee shall be excused from work as soon as possible when the emergency no longer exists.

**B.** **Effective July 1, 2020, whenever a non-shift employee works at least sixteen (16) hours within the twenty-four (24) hour period immediately prior to the start of the Employee's scheduled workday, the Employer shall excuse the Employee from work on such workday, with pay, unless the services of such Employee are needed due to an emergency affecting the public health or safety and replacements are not available. In the event of such an emergency, such Employee shall be excused from work as soon as possible when the emergency no longer exists.**

Bargaining Unit 03  
TENTATIVE AGREEMENT  
Employer PJW  
Union RP  
Date 9/10/20

ARTICLE 26 - STANDBY PAY

1  
2  
3 A. An Employee shall be deemed to be on standby duty when assigned by  
4 the head of the department or other superior to remain at home or at any other  
5 designated place for a specific period for the purpose of responding to calls for  
6 immediate service after the Employee's normal hours of work, on the Employee's  
7 scheduled day off or on holidays. ~~[For each calendar day or portion thereof of standby~~  
8 ~~duty, the Employee shall be paid an additional amount equal to twenty-five percent~~  
9 ~~(25%) of the Employee's daily rate.]~~

10  
11 1. For each calendar day or portion thereof of standby duty, the  
12 Employee shall be paid an additional amount equal to twenty-five percent  
13 (25%) of the Employee's daily rate.

14  
15 2. Effective July 1, 2020, A.1. above shall be replaced with the following:  
16 The Employee shall be paid an additional amount equal to twenty-five  
17 percent (25%) of the Employee's daily rate for each portion of standby work  
18 to which the Employee is assigned during the calendar day. Payment for  
19 standby work shall be for a maximum of two "portions" of standby work per  
20 calendar day. An Employee who is called back to work during standby duty  
21 on a day off shall not receive an additional portion of standby duty as a result  
22 of being called back to work. A call back to work does not create additional  
23 portions of standby duty.

24  
25 B. Whenever it is necessary for an Employee on standby duty to render  
26 immediate service in response to a call to work, the Employee shall be entitled to further  
27 compensation as provided in the Call Back Pay provision contained herein.

1           C.     The Union and Employer agree that the Employer may provide pagers  
2 and/or cellular telephones for the Employee's convenience in responding to calls from  
3 work. Employees who are provided pagers and/or cellular telephones in lieu of  
4 remaining at home for the purpose of responding to calls for immediate service shall be  
5 entitled to standby pay after the Employee's normal hours of work, on the Employee's  
6 scheduled day off or on holidays with the following conditions:

7

8           1.     The Employee has written authorization by the Employer that the  
9 Employee is on standby duty.

10

11          2.     The Employee shall respond to a call for immediate service within the  
12 same period as if the Employee remained at home.

13

14          3.     The Employee remains in a geographic location where the Employee can  
15 receive a pager or cellular call and responds to a call for immediate service.

**Signature:** *Ryker J. Wada*

**Email:** ryker.wada@hawaii.gov



1           C.     The Union and the Employer agree that the Employer may provide pagers  
2 and/or cellular telephones for the Employee's convenience in responding to calls from  
3 work. Employees who are provided pagers and/or cellular telephones in lieu of  
4 remaining at home for the purpose of responding to calls for immediate service shall be  
5 entitled to standby pay after the Employee's normal hours of work, on the Employee's  
6 scheduled day off or on holidays with the following conditions:

7  
8           1.     The Employee has written authorization by the Employer that the  
9 Employee is on standby duty.

10  
11           2.     The Employee shall respond to a call for immediate service within the  
12 same period as if the Employee remained at home.

13  
14           3.     The Employee remains in a geographic location where the Employee can  
15 receive a pager or cellular call and responds to a call for immediate service.

16



Bargaining Unit 14  
TENTATIVE AGREEMENT  
Employer R/W  
Union CP  
Date Jan 8, 2020

### ARTICLE 25 - STANDBY PAY

A. An Employee shall be deemed to be on standby duty when assigned by the head of the department or other superior to remain at home or at any other designated place for a specific period for the purpose of responding to calls for immediate service after the Employee's normal hours of work, on the Employee's scheduled day off or on holidays. ~~[For each calendar day or portion thereof of standby duty, the Employee shall be paid an additional amount equal to twenty-five percent (25%) of the Employee's daily rate.]~~

**1. For each calendar day or portion thereof of standby duty the Employee shall be paid an additional amount equal to twenty-five percent (25%) of the Employee's daily rate.**

**2. Effective July 1, 2020, A.1. above shall be replaced with the following: The Employee shall be paid an additional amount equal to twenty-five percent (25%) of the Employee's daily rate for each portion of standby work to which the Employee is assigned during the calendar day. Payment for standby work shall be for a maximum of two "portions" of standby work per calendar day. An Employee who is called back to work during standby duty on a day off shall not receive an additional portion of standby duty as a result of being called back to work. A call back to work does not create additional portions of standby duty.**

B. Whenever it is necessary for an Employee on standby duty to render immediate service in response to a call to work, the Employee shall be entitled to further compensation as provided in the Call Back Pay provision contained herein.

C. The Union and Employer agree that the Employer may provide pagers and/or cellular telephones for the Employee's convenience in responding to calls from work. Employees who are provided pagers and/or cellular telephones in lieu of remaining at home for the purpose of responding to calls for immediate service shall be entitled to standby pay after the Employee's normal hours of work, on the Employee's scheduled day off or on holidays with the following conditions:

1. The Employee has written authorization by the Employer that the Employee is on standby duty.
2. The Employee shall respond to a call for immediate service within the same period as if the Employee remained at home.
3. The Employee remains in a geographic location where the Employee can receive a pager or cellular call and responds to a call for immediate service.

Effective 7/1/2020, this adjustment is applicable to civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2.

Attachment R  
Bargaining Unit 02  
TENTATIVE AGREEMENT  
Employer: RTW  
Union: RP  
Date: 4/1/20

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**ARTICLE 36 - 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 (8) hour 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.

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

4  
5           a.     During the period of any vacation leave or sick leave granted when the  
6 employment terminates or is to terminate at the end of such leave;

7  
8           b.     During the period the Employee is on leave without pay except for  
9 the period the Employee is on leave for disability and is being paid Workers'  
10 Compensation therefore;

11  
12           c.     During any period of valid suspension which is sustained in the event  
13 an appeal is made by the Employees;

14  
15           d.     During any period of unauthorized leave;

16  
17           e.     During any period the Employee is on educational or sabbatical leave;  
18 or

19  
20           f.     During any period of leave with pay pending investigation if the  
21 Employee:

- 22  
23                   1.     is subsequently discharged/dismissed;  
24                   2.     resigns or retires prior to the discharge/dismissal; or  
25                   3.     resigns or retires during the investigation.

26  
27           B.     Accumulation of Sick Leave.

28  
29           1.     An Employee may accumulate the sick leave the Employee earns. The  
30 unused sick leave accumulated shall be credited to the Employee's account for subsequent

1 use in the event of a sickness. Such unused sick leave may be accumulated without  
2 limitation.

3  
4 2. Sick leave shall be administered on a calendar year basis and recorded at the  
5 end of each calendar year. After the end of each year, the appointing authority will furnish  
6 each Employee with a statement of the sick leave credit remaining as of December 31.

7  
8 C. Notification of Sickness.

9  
10 1. Notification of absence on account of sickness shall be given at least thirty  
11 (30) minutes prior to the start of the Employee's scheduled workday or if impracticable as  
12 soon thereafter as circumstances permit. However, in operations where Employees on a  
13 shift normally relieve Employees on the previous shift, notification of absence shall be given  
14 at least two (2) hours prior to the start of the Employee's scheduled shift, except in  
15 extenuating circumstances whereby an Employee is unable to provide such notice.

16  
17 2. If, in the opinion of the department head, such notification has not been given  
18 in accordance with this Article, such absence may, in the discretion of the department head,  
19 be charged to vacation allowance or leave without pay.

20  
21 D. Application for Sick Leave.

22  
23 1. Application for sick leave shall be filed on a form prescribed by the Employer  
24 or designee, within five (5) working days after return to duty; provided, that in the event such  
25 Employee dies before that time or before returning to duty, the Employee's  
26 executor or administrator or department head if the Employee deems it proper may file such  
27 application within six (6) months after the Employee's death. Sick leave shall not be granted  
28 unless it is provided to the satisfaction of the department head that the Employee's absence  
29 from work was necessary because of sickness.

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

9  
10           3.     Absence due to sickness lasting less than one (1) hour shall not be charged to  
11 sick leave when such sickness occurs during the final hour of work and the Employee is  
12 released from work.

13  
14           4.     Upon application by the Employee, sick leave when granted may include all  
15 sick leave allowance as of the last full month of service immediately preceding the return to  
16 duty from sick leave, or as much thereof as is needed, to permit the Employee to recover  
17 from the Employee's sickness.

18  
19           E.     Sick Leave Charged Only for Working Hours.

20  
21           1.     Employees absent from work on account of sickness, shall have charged  
22 against their sick leave allowance all working hours which occurs during such absence.

23  
24           2.     Employees normally working eight (8) hour days, other than between the  
25 hours of 7:45 a.m. and 4:30 p.m. and/or other than between Monday and Friday inclusive,  
26 shall have charged against their sick leave allowances only those hours they were  
27 scheduled to work or would have worked had they not taken sick leave.

28  
29           F.     Additional Sick Leave with Pay. Additional sick leave with pay, in excess of  
30 that which the Employee is entitled to, may be granted with the written approval of the

1 Employer provided that due consideration shall be given to the length of service of the  
2 particular Employee requesting the leave.

3  
4 G. Use of Cumulative Sick Leave Allowance after Transfer between  
5 Departments. When an Employee resigns the Employee's position to accept a position in  
6 another department of the Employer as the result of a transfer (including promotion,  
7 demotion, or original appointment) or in case of any other movement from one department  
8 to another of the Employer, the Employee shall not thereby forfeit any unused accumulated  
9 sick leave allowance that the Employee may have to the Employee's credit in the  
10 department from which the Employee was transferred or moved. If, after the date of such  
11 transfer, the Employee uses any or all of such cumulative sick leave to the Employee's  
12 credit the appropriation of the department to which the Employee is transferred shall bear  
13 the entire charge thereof. In no event, shall the appropriation of the department from which  
14 the Employee was transferred or moved be charged for any cumulative sick leave taken  
15 after the date of transfer or movement.

16  
17 H. Credit for Sick Leave during Vacation. When sickness lasting one or more  
18 consecutive working days occurs during a vacation, the period of sickness shall, upon  
19 submittal of a ~~[licensed physician's]~~ certificate **from a licensed physician or an advanced**  
20 **practice registered nurse (APRN)** or other satisfactory proof of such sickness as deemed  
21 necessary by the department head, be charged as sick leave, and the charge against  
22 vacation allowance shall be reduced accordingly. Application for such  
23 substitution of sick leave for vacation shall be made within five (5) working days upon return  
24 to work.

25  
26 I. Sick leave shall be allowed for medical, dental, optical, and optometrical  
27 examination appointments which the Employee cannot schedule for non-work time.

28  
29 J. Sick leave shall be allowed for temporary disabilities as defined under the  
30 Equal Employment Opportunity Commission Guidelines, Title 29, Chapter XIV, Section  
31 1604, of the Code of Federal Regulations.

1  
2 K. Physical examinations required by the Employer shall not be charged against  
3 an Employee's sick leave.

4  
5 L. An Employee who is laid off pursuant to Article 9 - Layoff, shall retain the  
6 Employee's accumulated sick leave credits for the period that the Employee's name remains  
7 on the recall list. If the Employee is recalled to work pursuant to Article 9, the Employee  
8 shall be credited with all accumulated sick leave credits retained.

9  
10 M. Sick Leave Upon Separation From Service.

11  
12 1. Upon separation from service, an Employee shall forfeit all sick leave  
13 allowance accrued and accumulated to the date of the separation except as otherwise  
14 provided by Chapter 88, Hawai'i Revised Statutes. This paragraph shall not be construed to  
15 provide for the forfeiture of sick leave accumulation when the Employee is granted leave  
16 without pay, including military leave, or is rehired by the Employer within seven (7) calendar  
17 days.

18  
19 2. When an Employee moves from one Employer jurisdiction to another to  
20 accept employment in a position in which sick leave allowance is earned, the Employee may  
21 request and be allowed to transfer any unused sick leave credits accumulated at the  
22 time of movement. Any sick leave credits used after the effective date of the movement  
23 shall be charged to the appropriation of the receiving Employer.

**Signature:** *Ryker J. Wada*

**Email:** ryker.wada@hawaii.gov



Bargaining Unit 03  
Tentative Agreement  
Employer KJW  
Union RP  
Date 9/10/20

**ARTICLE 36 - 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 **from a licensed physician or an advanced practice registered nurse (APRN)** 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.

Signature: *Ryker J. Wada*

Email: ryker.wada@hawaii.gov



- 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 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 from a licensed physician or an advanced practice registered nurse (APRN) 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 – Layoff, 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 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.





1  
2           3.     To improve the Employee's ability and increase the Employee's fitness for  
3 public employment.

4  
5           The duration of the educational leave without pay shall be for no more than twelve  
6 (12) months. For good cause, as determined by the appointing authority, educational leave  
7 without pay may be extended an additional twelve (12) months. The Employee shall have  
8 return rights as provided in paragraph H.

9  
10          E.     Industrial Injury Leave.

11  
12           1.     An Employee may be granted leave without pay not to exceed twelve (12)  
13 months, provided the Employee is receiving workers' compensation wage loss replacement  
14 benefits.

15  
16           2.     An Employee may also be granted additional periods of leave without pay not  
17 to exceed twelve (12) months per additional leave period, provided the Employee is  
18 receiving workers' compensation wage loss replacement benefits or provided the  
19 Employee's application for retirement is pending determination by the State retirement  
20 system.

21  
22          F.     Leave Without Pay to Work in Certain Appointive Positions.

23  
24           1.     An appointing authority may grant a leave without pay to a regular Employee  
25 to render services as a department head, agency head, deputy department head, as a  
26 secretary to a department head or a deputy department head, or as an appointee to any  
27 other position within the jurisdiction that is mutually agreeable between the Employer and  
28 the Union. The Employer shall compile a list of the appointive positions to which this  
29 section applies and maintain its currency.

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

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

9  
10          b.     Following more than four (4) years of leave without pay, reinstatement  
11 to the Employee's former position if vacant or placement in a comparable vacant  
12 position.

13  
14          c.     Upon reinstatement in the former position or placement in another  
15 comparable position, compensation shall be as though the Employee had remained  
16 continuously in the position.

17  
18          G.     Other Leaves Without Pay. An appointing authority may grant regular or  
19 non-regular Employees leaves without pay for no more than twelve (12) months, for any of  
20 the following reasons:

21  
22          1.     To recuperate from physical or mental illnesses; provided, for leaves without  
23 pay of five (5) days or more, an Employee shall submit a [~~licensed physician's~~] certificate  
24 **from a licensed physician or an advanced practice registered nurse (APRN)** to  
25 substantiate the fact that period of leave without pay was due entirely to sickness and that  
26 the Employee is physically and/or mentally able to resume the duties of the Employee's  
27 position. However, the Employer may require an Employee to submit a [~~licensed~~  
28 ~~physician's~~] certificate **from a licensed physician or an advanced practice registered**  
29 **nurse (APRN)** from the first day of absence without pay.

30  
31          2.     Death in the family.

1  
2 3. To extend an annual vacation leave for travel, rest, or for recreation  
3 purposes.

4  
5 4. To seek political office.

6  
7 5. Personal business of an emergency nature.

8  
9 6. Annual periods of temporary cessation of normal operation.

10  
11 7. Child care.

12  
13 8. Child adoption leave.

14  
15 9. Care for an immediate family member (as defined in Article 37 - Funeral  
16 Leave) who is ill or injured.

17  
18 10. Care for parents, spouse, children and/or grandparents who are unable to  
19 perform one (1) or more Activities of Daily Living (ADL). Typical Activities of Daily Living  
20 include the following:

21  
22 a. Mobility: Walking or wheeling any distance on a level surface.

23  
24 b. Transferring: Moving between the bed and a chair or the bed and a  
25 wheelchair.

26  
27 c. Dressing: Putting on and taking off all necessary items of clothing.

28  
29 d. Toileting: Getting to and from the toilet, getting on and off the toilet,  
30 and associated personal hygiene.

31

1 e. Eating: All major tasks of getting food into the body.

2  
3 f. Bathing: Getting into or out of a tub or shower and/or otherwise  
4 washing the parts of the body.

5  
6 g. Contenance: Controlling one's bladder and bowel functions.

7  
8 H. Return Rights from a Leave Without Pay. Except as specifically provided  
9 otherwise in this Article, Employees granted leaves without pay under this Article shall,  
10 upon condition of showing to the satisfaction of the appointing authority that the Employee  
11 has fulfilled the purpose of the Employee's leave, shall have the following rights:

12  
13 1. A regular Employee, upon expiration of the Employee's leave shall be  
14 reinstated to the Employee's former position; provided, that if such position has been  
15 abolished during the period of such leave, the provisions of Article 9, Layoff shall be  
16 applicable.

17  
18 2. A non-regular Employee, upon expiration of the Employee's leave shall have  
19 reinstatement rights to the Employee's former position, provided that the status and  
20 function of the position remained the same in the Employee's absence. In the event that  
21 the Employee cannot be reinstated, the Employee shall be terminated.

22  
23 3. Failure of an Employee to return to duty at the expiration of the Employee's  
24 leave shall be deemed a resignation; provided that if within fifteen (15) days of the  
25 expiration of the leave, the Employee furnishes satisfactory reasons to the appointing  
26 authority as to why the Employee was unable to return immediately after the expiration of  
27 the leave, the Employee shall be entitled to such rights as the Employee had at the  
28 expiration of the leave. In the event the appointing authority does not accept the reasons,  
29 the issue of the reasonableness of the reasons shall be subject to the provisions of Article  
30 11, Grievance Procedure.

31

1 I. Other Rights and Conditions.

2  
3 1. A regular Employee on an approved leave of absence shall be eligible during  
4 the period on such leave for promotional examinations and status of promotional eligible  
5 lists under the same conditions as though in active service.

6  
7 2. An Employee who accepts employment, either in another position under civil  
8 service or in conflict with the purpose of the Employee's leave during the leave of absence,  
9 shall be deemed to have resigned from the Employee's position from which the leave was  
10 granted, effective the date of the appointment to the other position.

11  
12 J. Unauthorized Leave. Any absence from work which does not meet the  
13 requirements for an authorized leave, with or without pay, shall be charged as unauthorized  
14 absence from work. Any period of unauthorized absence from work shall not be  
15 considered as service rendered.

16  
17 K. Leave Pending Investigation of Charges.

18  
19 1. Whenever an investigation of charges against an Employee is pending and  
20 the Employee's presence at the work site is deemed by the Employer to be detrimental to  
21 the proper conduct of the investigation or the operations of the work place, the Employee  
22 may be placed on a leave of absence without pay pending investigation subject to the  
23 following:

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

1           b.     The period of leave of absence without pay pending an investigation  
2 shall be for such length of time as may be necessary to conclude the investigation,  
3 but not exceeding thirty (30) days. In the event the investigation exceeds thirty (30)  
4 days, the appointing authority may exercise its options provided in subparagraph K  
5 2.

6  
7           c.     If the Employee who has been placed on leave of absence without  
8 pay pending investigation is cleared of all charges or if the charges are dropped or  
9 not substantiated, the Employee shall be reinstated without loss of pay and all rights  
10 and benefits will be restored as though the Employee had not been on leave of  
11 absence without pay pending an investigation.

12  
13           d.     Disciplinary or discharge action resulting from an investigation of  
14 charges.

15  
16           1)     In the event a suspension is warranted, the Employer may  
17 consider any portion of the period of the leave of absence without pay  
18 pending an investigation towards fulfilling, in whole or in part, the disciplinary  
19 action considered appropriate by the Employer. The Employee shall be  
20 reinstated without loss of pay and benefits for any portion of the period of the  
21 leave of absence without pay which has not been considered towards  
22 fulfilling the disciplinary action.

23  
24           2)     In the event a discharge is warranted, the Employee shall not  
25 be granted any back pay or restored with any rights and benefits for the  
26 period of the leave of absence without pay pending an investigation.

27  
28           2.     Notwithstanding the foregoing, whenever an investigation of charges against  
29 an Employee is pending, the Employer shall have the discretion to:

30  
31           a.     retain the Employee in active duty status;

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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 and in the same or different capacity.

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



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Bargaining Unit 03  
TENTATIVE AGREEMENT  
Employer HJW  
Union RP  
Date 9/10/20

**ARTICLE 40 - 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 Reduction-In-Force. 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 9, Reduction-In-Force.

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

4  
5           2.     An Employee may be granted additional leave without pay in twelve (12)  
6 month increments, provided the Employee is receiving workers' compensation wage  
7 loss replacement benefits or provided the Employee's application for retirement is  
8 pending determination by the State Retirement System.

9  
10           F.     Leave Without Pay to Work in Certain Appointive Positions.

11  
12           1.     An appointing authority may grant a leave without pay to a regular  
13 Employee to render services as a department head, agency head, deputy department  
14 head, as a secretary to a department head or a deputy department head, or as an  
15 appointee to any other position within the jurisdiction that is mutually agreeable between  
16 the Employer and the Union. The Employer shall compile a list of the appointive  
17 positions to which this section applies and maintain its currency.

18  
19           2.     The rights of an Employee who is released from the above appointments  
20 are as follows:

21  
22           a.     Upon completion of no more than four (4) years of the leave without  
23 pay, reinstatement in the position in which the Employee last held a permanent  
24 appointment. In the event the Employee is retained beyond these four (4) years  
25 for the transition to a new chief executive's term, but for not more than three (3)  
26 months, the Employee shall retain the reinstatement right to the Employee's  
27 former civil service position.

28  
29           b.     Following more than four (4) years of leave without pay,  
30 reinstatement to the Employee's former position if vacant or placement in a  
31 comparable vacant position.

32  
33           c.     Upon reinstatement in the former position or placement in another  
34 comparable position, compensation shall be as though the Employee had  
35 remained continuously in the position.

36  
37           G.     Other Leaves Without Pay. An appointing authority may grant regular or  
38 non-regular Employees leaves without pay for no more than twelve (12) months, for any  
39 of the following reasons:

40  
41           1.     To recuperate from physical or mental illnesses; provided, for leaves  
42 without pay of five (5) days or more, an Employee shall submit a ~~[licensed physician's]~~  
43 certificate **from a licensed physician or an advanced practice registered nurse**  
44 **(APRN)** to substantiate the fact that period of leave without pay was due entirely to  
45 sickness and that the Employee is physically and/or mentally able to resume the duties  
46 of the Employee's position. However, the Employer may require an Employee to submit  
47 a ~~[licensed physician's]~~ certificate **from a licensed physician or an advanced practice**  
48 **registered nurse (APRN)** from the first day of absence without pay.

- 1
- 2           2.     Death in the family.
- 3
- 4           3.     To extend an annual vacation leave for travel, rest, or for recreation
- 5 purposes.
- 6
- 7           4.     To seek political office.
- 8
- 9           5.     Personal business of an emergency nature.
- 10
- 11          6.     Annual periods of temporary cessation of normal operation.
- 12
- 13          7.     Child or pre-natal care.
- 14
- 15          8.     Child adoption leave.
- 16
- 17          9.     Care for an immediate family member (as defined in Article 37 - Funeral
- 18 Leave) who is ill or injured.
- 19
- 20          10.    Care for parents, spouse, children and/or grandparents who are unable to
- 21 perform one or more Activities of Daily Living (ADL). Typical Activities of Daily Living
- 22 include the following:
- 23           a.     Mobility: Walking or wheeling any distance on a level surface.
- 24
- 25           b.     Transferring: Moving between the bed and a chair or the bed and a
- 26 wheelchair.
- 27
- 28           c.     Dressing: Putting on and taking off all necessary items of clothing.
- 29
- 30           d.     Toileting: Getting to and from the toilet, getting on and off the toilet,
- 31 and associated personal hygiene.
- 32
- 33           e.     Eating: All major tasks of getting food into the body.
- 34
- 35           f.     Bathing: Getting into or out of a tub or shower and/or otherwise
- 36 washing the parts of the body.
- 37
- 38           g.     Continence: Controlling one's bladder and bowel functions.
- 39
- 40          H.     Return Rights from a Leave Without Pay. Except as specifically provided
- 41 otherwise in this Article, an Employee granted leave without pay under this Article shall,
- 42 upon condition of showing to the satisfaction of the appointing authority that the
- 43 Employee has fulfilled the purpose of the leave, shall have the following rights:
- 44
- 45           1.     A regular Employee, upon expiration of the leave shall be reinstated to the
- 46 Employee's former position; provided, that if such position has been abolished during
- 47

1 the period of such leave, the provisions of Article 9, Reduction-In-Force shall be  
2 applicable.

3  
4 2. A non-regular Employee, upon expiration of the leave shall have  
5 reinstatement rights to the Employee's former position, provided that the status and  
6 function of the position remained the same in the Employee's absence. In the event  
7 that the Employee cannot be reinstated, the Employee shall be terminated.

8  
9 3. Failure of an Employee to return to duty at the expiration of the leave shall  
10 be deemed a resignation; provided that if within fifteen (15) days of the expiration of the  
11 leave, the Employee furnishes satisfactory reasons to the appointing authority as to why  
12 the Employee was unable to return immediately after the expiration of the leave, the  
13 Employee shall be entitled to such rights as the Employee had at the expiration of the  
14 leave. In the event the appointing authority does not accept the reasons, the issue of  
15 the reasonableness of the reasons shall be subject to the provisions of Article 11,  
16 Grievance Procedure.

17  
18 I. Other Rights and Conditions.

19  
20 1. A regular Employee on an approved leave of absence shall be eligible  
21 during the period on such leave for promotional examinations and status of promotional  
22 eligible lists under the same conditions as though in active service.

23  
24 2. An Employee who accepts employment, either in another position under  
25 civil service or in conflict with the purpose of the leave during the leave of absence, shall  
26 be deemed to have resigned from the Employee's position from which the leave was  
27 granted, effective the date of the appointment to the other position.

28  
29 J. Unauthorized Leave. Any absence from work which does not meet the  
30 requirements for an authorized leave, with or without pay, shall be charged as  
31 unauthorized absence from work. Any period of unauthorized absence from work shall  
32 not be considered as service rendered.

33  
34 K. Leave Pending Investigation of Charges.

35  
36 1. Whenever an investigation of charges against an Employee is pending  
37 and the Employee's presence at the work site is deemed by the Employer to be  
38 detrimental to the proper conduct of the investigation or the operations of the work  
39 place, the Employee may be placed on a leave of absence without pay pending  
40 investigation subject to the following:

41  
42 a. The Union and the Employee who is placed on the leave without  
43 pay pending an investigation shall be given written notice within forty-eight (48)  
44 hours after such action is taken. The written notice shall provide an explanation,  
45 including available facts, on why the Employee's presence at the work site is  
46 deemed by the Employer to be detrimental to the proper conduct of the  
47 investigation or the operations of the work place and the effective date of the  
48 leave of absence without pay pending an investigation.

1  
2           b.       The period of leave of absence without pay pending an  
3 investigation shall be for such length of time as may be necessary to conclude  
4 the investigation, but not exceeding thirty (30) days. In the event the  
5 investigation exceeds thirty (30) days, the appointing authority may exercise its  
6 options provided in subparagraph K.2.  
7

8           c.       If the Employee who has been placed on leave of absence without  
9 pay pending investigation is cleared of all charges or if the charges are dropped  
10 or not substantiated, the Employee shall be reinstated without loss of pay and all  
11 rights and benefits will be restored as though the Employee had not been on  
12 leave of absence without pay pending an investigation.  
13

14           d.       Disciplinary or Discharge Action Resulting From an Investigation of  
15 Charges.  
16

17                   1)       In the event a suspension is warranted, the Employer may  
18 consider any portion of the period of the leave of absence without pay  
19 pending an investigation towards fulfilling, in whole or in part, the  
20 disciplinary action considered appropriate by the Employer. The  
21 Employee shall be reinstated without loss of pay and benefits for any  
22 portion of the period of the leave of absence without pay which has not  
23 been considered towards fulfilling the disciplinary action.  
24

25                   2)       In the event a discharge is warranted, the Employee shall  
26 not be granted any back pay or restored with any rights and benefits for  
27 the period of the leave of absence without pay pending an investigation.  
28

29           2.       Notwithstanding the foregoing, whenever an investigation of charges  
30 against an Employee is pending, the Employer shall have the discretion to:  
31

32                   a.       retain the Employee in active duty status;  
33

34                   b.       place the Employee on leave of absence with pay;  
35

36                   c.       return the Employee to active duty status from leave without pay  
37 pending an investigation; or,  
38

39                   d.       reassign the Employee to another work unit or area and in the  
40 same or different capacity.  
41

42           The action shall be for the length of time as may be necessary to conclude the  
43 investigation.  
44



1 leave without pay may be extended an additional twelve months. The Employee shall  
2 have return rights as provided in paragraph H.

3  
4 E. Industrial injury leave.

5  
6 1. An Employee may be granted leave without pay not to exceed twelve  
7 months, provided the Employee is receiving workers' compensation wage loss  
8 replacement benefits.

9  
10 2. An Employee may also be granted additional periods of leave without pay  
11 not to exceed twelve-months per additional leave period, provided the Employee is  
12 receiving workers' compensation wage loss replacement benefits or provided the  
13 Employee's application for retirement is pending determination by the State retirement  
14 system.

15  
16 F. Leave Without Pay to Work in Certain Appointive Positions.

17  
18 1. An appointing authority may grant a leave without pay to a regular  
19 Employee to render services as a department head, agency head, deputy department  
20 head, as a secretary to a department head or a deputy department head, or as an  
21 appointee to any other position within the jurisdiction that is mutually agreeable between  
22 the Employer and the Union. The Employer shall compile a list of the appointive  
23 positions to which this section applies and maintain its currency.

24  
25 2. The rights of an Employee who is released from the above appointments  
26 are as follows:

27  
28 a. Upon completion of no more than four years of the leave without  
29 pay, reinstatement in the position in which the Employee last held a permanent  
30 appointment. In the event the Employee is retained beyond these four years for  
31 the transition to a new chief executive's term, but for not more than three months,  
32 the Employee shall retain the reinstatement right to the Employee's former civil  
33 service position.

34  
35 b. Following more than four years of leave without pay, reinstatement  
36 to the Employee's former position if vacant or placement in a comparable vacant  
37 position.

38  
39 c. Upon reinstatement in the former position or placement in another  
40 comparable position, compensation shall be as though the Employee had  
41 remained continuously in the position.

42  
43 G. Other Leaves Without Pay. An appointing authority may grant regular or  
44 non-regular Employees leaves without pay for no more than twelve months, for any of  
45 the following reasons:  
46

1           1.     To recuperate from physical or mental illnesses; provided, for leaves  
2 without pay of five days or more, an Employee shall submit a [~~licensed physician's~~  
3 certificate **from a licensed physician or an advanced practice registered nurse**  
4 **(APRN)** to substantiate the fact that period of leave without pay was due entirely to  
5 sickness and that the Employee is physically and/or mentally able to resume the duties  
6 of the Employee's position. However, the Employer may require an Employee to submit  
7 a [~~licensed physician's~~] certificate **from a licensed physician or an advanced**  
8 **practice registered nurse (APRN)** from the first day of absence without pay.  
9

10           2.     Death in the family.  
11

12           3.     To extend an annual vacation leave for travel, rest, or for recreation  
13 purposes.  
14

15           4.     To seek political office.  
16

17           5.     Personal business of an emergency nature.  
18

19           6.     Annual periods of temporary cessation of normal operation.  
20

21           7.     Child care.  
22

23           8.     Child adoption leave.  
24

25           9.     Care for an immediate family member (as defined in Article 37 - Funeral  
26 Leave) who is ill or injured.  
27

28           10.    Care for parents, spouse, children and/or grandparents who are unable to  
29 perform one or more Activities of Daily Living (ADL). Typical Activities of Daily Living  
30 include the following:  
31

32           a.     Mobility: Walking or wheeling any distance on a level surface.  
33

34           b.     Transferring: Moving between the bed and a chair or the bed and a  
35 wheelchair.  
36

37           c.     Dressing: Putting on and taking off all necessary items of clothing.  
38

39           d.     Toileting: Getting to and from the toilet, getting on and off the toilet,  
40 and associated personal hygiene.  
41

42           e.     Eating: All major tasks of getting food into the body.  
43

44           f.     Bathing: Getting into or out of a tub or shower and/or otherwise  
45 washing the parts of the body.  
46



1 g. Contenance: Controlling one's bladder and bowel functions.

2  
3 H. Return Rights from a Leave Without Pay.

4  
5 Except as specifically provided otherwise in this Article, Employees granted  
6 leaves without pay under this Article shall, upon condition of showing to the satisfaction  
7 of the appointing authority that the Employee has fulfilled the purpose of the leave, shall  
8 have the following rights:

9  
10 1. A regular Employee, upon expiration of the leave shall be reinstated to the  
11 Employee's former position; provided, that if such position has been abolished during  
12 the period of such leave, the provisions of Article 9, Layoff shall be applicable.

13  
14 2. A non-regular Employee, upon expiration of the leave shall have  
15 reinstatement rights to the Employee's former position, provided that the status and  
16 function of the position remained the same in the Employee's absence. In the event  
17 that the Employee cannot be reinstated, the Employee shall be terminated.

18  
19 3. Failure of an Employee to return to duty at the expiration of the leave shall  
20 be deemed a resignation; provided that if within fifteen days of the expiration of the  
21 leave, the Employee furnishes satisfactory reasons to the appointing authority as to why  
22 the Employee was unable to return immediately after the expiration of the leave, the  
23 Employee shall be entitled to such rights as the Employee had at the expiration of the  
24 leave. In the event the appointing authority does not accept the reasons, the issue of  
25 the reasonableness of the reasons shall be subject to the provisions of Article 11,  
26 Grievance Procedure.

27  
28 I. Other Rights and Conditions.

29  
30 1. A regular Employee on an approved leave of absence shall be eligible  
31 during the period on such leave for promotional examinations and status of promotional  
32 eligible lists under the same conditions as though in active service.

33  
34 2. An Employee who accepts employment, either in another position under  
35 civil service or in conflict with the purpose of the leave during the leave of absence, shall  
36 be deemed to have resigned from the Employee's position from which the leave was  
37 granted, effective the date of the appointment to the other position.

38  
39 J. Unauthorized Leave.

40  
41 Any absence from work which does not meet the requirements for an authorized  
42 leave, with or without pay, shall be charged as unauthorized absence from work. Any  
43 period of unauthorized absence from work shall not be considered as service rendered.

44  
45 K. Leave Pending Investigation of Charges.

1           1.     Whenever an investigation of charges against an Employee is pending  
2 and the Employee's presence at the work site is deemed by the Employer to be  
3 detrimental to the proper conduct of the investigation or the operations of the work  
4 place, the Employee may be placed on a leave of absence without pay pending  
5 investigation subject to the following:  
6

7           a.     The Union and the Employee who is placed on the leave without  
8 pay pending an investigation shall be given written notice within forty-eight hours  
9 after such action is taken. The written notice shall provide an explanation,  
10 including available facts, on why the Employee's presence at the work site is  
11 deemed by the Employer to be detrimental to the proper conduct of the  
12 investigation or the operations of the work place and the effective date of the  
13 leave of absence without pay pending an investigation.  
14

15           b.     The period of leave of absence without pay pending an  
16 investigation shall be for such length of time as may be necessary to conclude  
17 the investigation, but not exceeding thirty days. In the event the investigation  
18 exceeds thirty days, the appointing authority may exercise its options provided in  
19 subparagraph K2.  
20

21           c.     If the Employee who has been placed on leave of absence without  
22 pay pending investigation is cleared of all charges or if the charges are dropped  
23 or not substantiated, the Employee shall be reinstated without loss of pay and all  
24 rights and benefits will be restored as though the Employee had not been on  
25 leave of absence without pay pending an investigation.  
26

27           d.     Disciplinary or discharge action resulting from an investigation of  
28 charges.  
29

30                   1)     In the event a suspension is warranted, the Employer may  
31 consider any portion of the period of the leave of absence without pay  
32 pending an investigation towards fulfilling, in whole or in part, the  
33 disciplinary action considered appropriate by the Employer. The  
34 Employee shall be reinstated without loss of pay and benefits for any  
35 portion of the period of the leave of absence without pay which has not  
36 been considered towards fulfilling the disciplinary action.  
37

38                   2)     In the event a discharge is warranted, the Employee shall  
39 not be granted any back pay or restored with any rights and benefits for  
40 the period of the leave of absence without pay pending an investigation.  
41

42           2.     Notwithstanding the foregoing, whenever an investigation of charges  
43 against an Employee is pending, the Employer shall have the discretion to:  
44

45           a.     retain the Employee in active duty status;  
46

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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 and in the same or different capacity.

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





This adjustment is applicable to civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2.

Attachment Y

Bargaining Unit 02  
TENTATIVE AGREEMENT  
Employer: RJW  
Union: CP  
Date: 4/1/20

**ARTICLE 19 - UNIFORMS**

I. General Application

A. A uniform shall be defined as those items of distinctive clothing which are required by the Employer and which meet the following conditions:

1. Used to identify a specific group of Employees.

2. Shirt and/or trousers, blouse and/or skirt, dress or other clothing must be of the same design, color, cut, and style, and made of similar material for a specific group of Employees.

B. Uniform accessories which are required by the Employer shall be furnished by the Employer and shall remain the property of the Employer while in the custody of the Employee. Accessories include, but are not limited to, the following:

- |                    |                              |
|--------------------|------------------------------|
| 1. Sam Browne belt | 7. Hat                       |
| 2. Holster         | 8. Ammo pouch                |
| 3. Handcuffs       | 9. Name tag                  |
| 4. Handcuff case   | 10. Flashlight and batteries |
| 5. Patches         | 11. Whistle                  |
| 6. Badges          |                              |

C. The following items of apparel are not considered as part of a uniform:

1. Work clothing such as coveralls, aprons, smocks, etc.

1           2.     Shoes, boots, socks, and ties. (Whenever the Employer requires the  
2 Employees to wear safety shoes or safety boots, the Employer shall provide such items.)

3  
4           3.     Shirts normally worn under a uniform coat or blouse. (Shirts of a distinctive  
5 uniform appearance normally worn as an outside garment in place of a uniform coat or  
6 blouse are considered as part of the uniform.)

7  
8           D.     Damaged or Lost Uniforms.

9  
10          1.     If an Employee's uniform is destroyed or damaged while worn in the  
11 performance of duty and without negligence, the Employer shall either replace the item or  
12 items of uniform destroyed, or reimburse the Employee for the cost of the item or items of  
13 uniform destroyed; provided that the Employee's supervisor recommends replacement or  
14 reimbursement and the Employer or its designee approves such recommendation.

15  
16          2.     Replacement or reimbursement shall not be made by the Employer when a  
17 uniform is lost, stolen, destroyed or damaged due to negligence by the Employee, or where  
18 the uniform is willfully destroyed or damaged by the Employee.

19  
20          E.     The Employer shall post on the bulletin board a list of approved vendors  
21 where uniforms shall be purchased. A copy of this list shall also be furnished to the Union.

22  
23          F.     Whenever an Employee is required by the Employer to wear a uniform, the  
24 Employer shall have the option to (1) clean such uniforms or (2) provide a uniform  
25 maintenance allowance as follows:

26  
27          1.     Button shirt and pants - \$20.00 per month.

28  
29          2.     Button shirt or pants or jacket - \$10.00 per month.

30  
31          3.     T-shirt or shorts or both - \$6.00 per month.

1  
2 **G. Effective July 1, 2020, whenever an Employee is required by the**  
3 **Employer to wear a uniform, the Employer shall have the option to (1) clean such**  
4 **uniforms or (2) provide a uniform maintenance allowance as follows:**

5  
6 **1. Button shirt and pants – \$25.00 per month.**

7  
8 **2. Button shirt or pants or jacket - \$15.00 per month.**

9  
10 **3. T-shirt or shorts or both - \$10.00 per month.**

11  
12 Such allowance for each fiscal year shall be paid once annually on or about June 30  
13 of the fiscal year. If the employment of the Employee commences or terminates during the  
14 fiscal year, the sum paid shall be adjusted on a prorated basis. No allowance shall be  
15 payable during periods of suspensions of five (5) or more days or for periods when the  
16 Employee is on any leave of absence without pay.

17  
18 II. Existing Policies and/or Practices

19  
20 A. All policies and/or practices existing on the effective date of the Agreement  
21 which provide or require that the Employer either initially furnish uniforms to Employees,  
22 or initially reimburse Employees for the cost of the uniforms which are purchased from a  
23 vendor approved by the Employer shall be continued for the duration of the Agreement.

24  
25 B. All policies and/or practices of the Employer existing on the effective date of  
26 the Agreement which provide for the replacement of uniforms due to normal wear and tear,  
27 or which provide for a replacement allowance for uniforms due to normal wear and tear  
28 shall be continued for the duration of the Agreement, except that the replacement  
29 allowance shall be 75% of the actual replacement cost of the items of uniforms purchased  
30 by the Employee.



1 III. Uniforms for New Groups of Employees

2  
3 In the event that the Employer determines that a group of Employees, other than  
4 those covered by existing policies and/or practices, be required to wear uniforms, the  
5 following shall apply:

6  
7 1. The Employer shall consult with the Union to determine the reasonable  
8 number of sets of uniforms which specific groups of Employees are entitled to receive on  
9 an initial basis.

10  
11 2. The Employer shall either furnish the uniforms or reimburse Employees for  
12 the cost of the uniforms which are purchased from a vendor approved by the Employer.

13  
14 3. The replacement of uniforms due to wear and tear shall be by Employer  
15 approval.

16  
17 4. The Employer may choose to furnish such replacement or provide for  
18 replacement allowance of seventy-five percent (75%) of the actual replacement cost of the  
19 items of uniforms purchased by the Employee.

20  
21 5. If the Employer opts for the replacement allowance, the items of uniform  
22 being replaced shall be purchased from an approved vendor and substantiated by a  
23 receipt.

This adjustment is applicable to civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2.

Attachment Z

Bargaining Unit 02  
TENTATIVE AGREEMENT  
Employer: ROW  
Union: UP  
Date: 4/1/20

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**ARTICLE 25 - MEALS**

A. When Employees are required to work overtime, the Employer shall either furnish them with meals or compensate them for meals at the rate of six dollars (\$6.00) for breakfast, eight dollars (\$8.00) for lunch and ten dollars (\$10.00) for dinner under the following situations:

**Effective July 1, 2020, when Employees are required to work overtime, the Employer shall either furnish them with meals or compensate them for meals at the rate of eight dollars (\$8.00) for breakfast, ten dollars (\$10.00) for lunch and twelve dollars (\$12.00) for dinner under the following situations:**

1. Post-Shift Overtime. Employees who perform overtime work after their normal workday, shall be furnished or compensated for a meal after the first two (2) hours of actual overtime work performed and after intervals of five (5) hours following the first overtime meal.

2. Two or More Hours of Pre-Shift Overtime. When Employees are called to perform two (2) or more hours of pre-shift overtime work and are required to work continuously into their normal workday, they shall be entitled to meals for the period of the overtime work as well as their normal workday. Employees shall be furnished or compensated for a meal upon completion of two (2) hours of overtime work and at intervals of five (5) hours of continuous work performed following the first meal.

3. Less than Two Hours of Pre-Shift Overtime. When Employees are required to work less than two (2) hours of pre-shift overtime with less than twenty-four (24) hours prior notice and works continuously into their normal workday, they shall be furnished or compensated for a meal at the start of their normal workday and at their normal meal period during the workday.

1  
2 4. Overtime During Off-Duty Hours, Scheduled Day Off or Holiday.

3  
4 a. Less Than 24 Hours Prior Notice. When Employees are required to  
5 work overtime during their off-duty hours (not post-shift or pre-shift), on a scheduled  
6 day off or a holiday, with less than twenty-four (24) hours prior notice, they shall be  
7 furnished or compensated for a meal upon completion of two (2) hours of overtime  
8 work and at intervals of five (5) hours of continuous overtime work performed  
9 following the first overtime meal. However, an Employee shall not be entitled to a  
10 meal after two (2) hours of overtime work if the overtime work commences within  
11 three (3) hours of a previous overtime meal. In such event, the Employee shall be  
12 granted a meal after a period of five (5) hours from the previous meal should the  
13 Employee continue working till this time, and shall be entitled to additional meals at  
14 intervals of five (5) hours of continuous overtime work thereafter.

15  
16 b. 24 Hours or More Prior Notice. When Employees are required to work  
17 overtime during their off-duty hours (not post-shift or pre-shift), on a scheduled day  
18 off or a holiday with at least twenty-four (24) hours prior notice, they shall be  
19 furnished or compensated for a meal upon completion of ten (10) hours of such  
20 overtime work and at intervals of five (5) hours of overtime work performed following  
21 the first overtime meal.

22  
23 5. Overtime While on Standby. When Employees render service in response to  
24 a call to work as provided under Article 26, Standby Pay, they shall be furnished or  
25 compensated for a meal upon completion of two (2) hours of work and at intervals of five  
26 (5) hours of continuous work performed following the first meal. However, an Employee  
27 shall not be entitled to a meal after two (2) hours of overtime work if the overtime work  
28 commences within three (3) hours of a previous overtime meal. In such event, the  
29 Employee shall be granted a meal after a period of five (5) hours from the previous meal  
30 should the Employee continue working till this time, and shall be entitled to additional meals  
31 at intervals of five (5) hours of continuous overtime work thereafter.

1  
2 B. Notwithstanding paragraph A, an Employee who is required to travel  
3 inter-state or intra-state on official business and who receives a travel allowance pursuant  
4 to Article 41, Travel, shall be furnished or compensated at the rate of ten dollars (\$10.00)  
5 for a dinner meal after performing seven (7) hours of overtime work.

6 **Effective July 1, 2020, notwithstanding paragraph A, an Employee who is**  
7 **required to travel inter-state or intra-state on official business and who receives a**  
8 **travel allowance pursuant to Article 41, Travel, shall be furnished or compensated at**  
9 **the rate of twelve dollars (\$12.00) for a dinner meal after performing seven (7) hours**  
10 **of overtime work.**

11  
12 C. For purposes of meal compensation, the following shall apply:

13  
14 1. Breakfast shall mean any meal allowed an Employee from 3:00 a.m. to 9:00  
15 a.m.

16 2. Lunch shall mean any meal allowed an Employee after 9:00 a.m. to 3:00 p.m.

17  
18 3. Dinner shall mean any meal allowed an Employee after 3:00 p.m. but before  
19 3:00 a.m.

20  
21 D. The Employer shall compensate Employees for meals within thirty (30) days  
22 (approximately two pay periods) from the date on which the claim for compensation is filed  
23 with the respective disbursing officer.

24  
25 E. The term "pre-shift" is defined as that period of time immediately preceding a  
26 workday.

27  
28 The term "post-shift" is defined as that period of time immediately following a  
29 workday.

1           F.     Dietary workers in the Department of Health shall be provided without any  
2 charge one (1) meal per workday which is served as the house diet and such meal shall be  
3 the meal which is consumed during the Employee's normal meal period; provided that any  
4 institution in the Department of Health which is presently providing its dietary workers more  
5 than one (1) meal per workday without charge shall continue to do so for the duration of this  
6 Agreement.  
7

## **ARTICLE 26 - OVERTIME**

A. Coverage: Credit for Overtime Work. Employees are entitled to receive cash payment or compensatory time credit because of overtime work.

B. Occurrence of Overtime Work. Overtime work occurs when an Employee renders service at the direction of proper authority and if the performance of such service is:

1. In excess of a scheduled eight (8) hour workday.
2. In excess of forty (40) straight time hours per work week.
3. On any day which is observed as a legal holiday; whenever the major portion of a shift falls on a day observed as a legal holiday, work performed during the entire eight (8) hour shift shall constitute overtime work provided that no further credit because of the overtime work shall be granted notwithstanding any other provision of this Article.
4. On an Employee's scheduled day off and there has been no change, by mutual consent (or by due prior notice), in the work schedule.
5. In operating units rendering public service twenty-four (24) hours per day and seven (7) days per week, whenever an Employee whose work is subject to shifts is required to render full-time service for more than six (6) consecutive days, the Employee shall be entitled to overtime for each hour of work performed on the seventh day and each succeeding day until she is granted a period of rest of twenty-four (24) non-work hours.

**Effective November 1, 2019, the Employer has the right to schedule an employee off in order to break the consecutive days of work to avoid payment of overtime (applicable to HHSC only).**

6. In accordance with specific conditions stipulated by this Agreement.

7. If work schedules are not posted two (2) weeks in advance, Employees affected shall be credited for overtime work for each hour of work performed on the first day of such new schedule.

8. In operating units subject to shift work when an Employee is required to report to a new shift with less than a lapse of twelve (12) hours of rest, she shall continue to earn overtime until such a rest period is granted. However, when such a shift Employee (1) has worked either her scheduled shift and continues to work additional hours without interruption on an overtime basis or an established full shift on her scheduled day off and (2) works on her next scheduled shift with less than a lapse of ten (10) hours rest, she shall be entitled to overtime for those hours actually worked during her next scheduled shift which falls within the ten (10) hour period. The ten (10) hour period shall begin from the time the Employee completes her overtime work.

C. Additions and Exceptions to the above Provisions:

1. Occurrence of overtime work with respect to official leave with pay or compensatory time - any official leave with pay or compensatory time credits which have been actually taken by an Employee shall be included in computing whether an Employee has worked in excess of eight (8) hours a day or forty (40) hours in a week.

2. Whenever an Employee is required, with less than forty-eight (48) hours advance notice, to report for work on a workday or a shift for which she was not officially

scheduled, she shall be credited for overtime work for each hour of work performed on the first workday of such new scheduled day or shift.

3. Exchange for Perquisites. An Employee who by agreement receives perquisites or accommodations in exchange for rendering standby or emergency duty in excess of the Employee's normal hours of work:

- a. will not earn overtime for rendering scheduled standby duty;
- b. will not earn overtime when called to perform emergency service during the Employee's scheduled hours of standby duty;
- c. will earn overtime for each hour of work when called to emergency duty on the Employee's scheduled day off.

4. Priority consideration for overtime work shall be given to regular Employees.

D. Conversion of Compensatory Time Credit. The number of actual hours of overtime work shall be converted to compensatory time credit at the rate of one and one-half (1 1/2) hours of compensatory time credit for each hour of overtime work or fraction thereof computed to the nearest fifteen (15) minutes, except as provided in Article 29, Call Back Pay.

E. Compensatory Time Off

1. An Employee may elect to take compensatory time off in lieu of cash payment for overtime work performed.

2. Except as provided in subparagraph 3, Employees may accumulate a maximum of one hundred (100) hours of compensatory time credit. Compensatory time credit accrued in excess of one hundred (100) hours shall be taken within ninety (90) days



after the end of the pay period in which it is earned at a time mutually agreed to by the Employer and the Employee. In the event there is no mutual agreement as to the time when the compensatory time is to be taken, the Employer may unilaterally schedule the hours off (in excess of one hundred (100) hours) or pay the Employee in cash.

**Effective November 1, 2019, except as provided in subparagraph 3, Employees may accumulate a maximum of two hundred forty (240) hours of compensatory time credit. Compensatory time credit accrued in excess of two hundred forty (240) hours shall be taken within ninety (90) days after the end of the pay period in which it is earned at a time mutually agreed to by the Employer and the Employee. In the event there is no mutual agreement as to the time when the compensatory time is to be taken, the Employer may unilaterally schedule the hours off (in excess of two hundred forty (240) hours) or pay the Employee in cash.**

3. Compensatory time credit which an Employee had accrued on or before June 30, 1987 shall not be subject to the limitation of subparagraph 2.

4. An Employee on compensatory time off shall be deemed to be on official leave with pay status.

5. An Employee who notifies the department head in advance or substantiates to the satisfaction of the department head that the Employee was sick on a scheduled day of compensatory time off, shall be charged only for sick leave, and the Employee shall be permitted to take the compensatory time off at a later date mutually agreed to by the Employee and the appointing authority. If no mutual agreement is attained within five (5) working days of the Employee's return to duty, the compensatory time credit shall be converted to cash payment for the Employee.

F. Compensation for Overtime Work

1. The basic compensation for an Employee who performs overtime work shall include all differentials an Employee is receiving when performing overtime work, except for hazard pay differentials. To convert an Employee's basic compensation to an hourly rate, the following formula shall be used: (monthly salary plus the amount of monthly differentials) multiplied by 12 months then divided by 2,080 hours; plus any hourly differentials the Employee is earning.

2. Cash payment for overtime work shall be calculated as follows: (basic rate of pay plus differentials as determined in F.1.) multiplied by the number of hours worked or fraction thereof computed to the nearest fifteen (15) minutes multiplied again by one and one-half. (E.g.  $(\$15.00 + .31) \times 8 \text{ hours of overtime work} \times 1 \frac{1}{2} = \$183.72$ )

3. Cash payment for overtime work shall be made within thirty (30) days (approximately two (2) pay periods) from the date the Employee submits the appropriate Employer form for overtime payment.

4. At the time of termination or resignation from State service, the Employee shall be paid in cash for all compensatory time credit earned but not yet taken as compensatory time off.

G. Mutual Agreement. A Mutual Agreement in writing may be entered into between the Union and the Employer or its designee. Through such agreement, the limitations of Article 26, Overtime, may be modified for the convenience of the Employees or an Employee of a work unit.

H. Definitions. The following definitions are specifically intended to clarify the intent of this Article:

1. Workday or shift. The term "workday" or "shift" is defined as a period of eight (8) hours during which a full-time Employee is scheduled to perform his normal day's work. For scheduling purposes, a workday or shift may begin on one day and end on the next day.

2. Work subject to shifts or shift work. The term "work subject to shifts" or "shift work" is defined as a work operation in which there is more than one workday or shift in a calendar day. Flexible or staggered working hours shall not be considered in determining whether more than one such workday occurs in a calendar day.

3. Pre-shift. The term "pre-shift" is defined as that period of time immediately preceding a workday.

4. Post-shift. The term "post-shift" is defined as that period of time immediately following a workday.

State of Hawaii  
 DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
 SALARY SCHEDULE

Effective Date: 07/01/2018

Bargaining Unit: 30, 31, 32, 34, 35, 37 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	75,744	126,048	EM 07	Annual	101,508	168,936
	Monthly	6,312	10,504		Monthly	8,459	14,078
	8 hour	291.36	484.80		8 hour	390.40	649.76
	Hourly	36.42	60.60		Hourly	48.80	81.22
EM 02	Annual	79,500	132,396	EM 08	Annual	106,572	177,408
	Monthly	6,625	11,033		Monthly	8,881	14,784
	8 hour	305.76	509.20		8 hour	409.92	682.32
	Hourly	38.22	63.65		Hourly	51.24	85.29
EM 03	Annual	83,508	138,996	ES 01	Annual	109,788	182,724
	Monthly	6,959	11,583		Monthly	9,149	15,227
	8 hour	321.20	534.64		8 hour	422.24	702.80
	Hourly	40.15	66.83		Hourly	52.78	87.85
EM 04	Annual	87,684	145,932	ES 02	Annual	113,076	188,172
	Monthly	7,307	12,161		Monthly	9,423	15,681
	8 hour	337.28	561.28		8 hour	434.88	723.76
	Hourly	42.16	70.16		Hourly	54.36	90.47
EM 05	Annual	92,100	153,228	ES 03	Annual	116,496	193,848
	Monthly	7,675	12,769		Monthly	9,708	16,154
	8 hour	354.24	589.36		8 hour	448.08	745.60
	Hourly	44.28	73.67		Hourly	56.01	93.20
EM 06	Annual	96,660	159,756				
	Monthly	8,055	13,313				
	8 hour	371.76	614.48				
	Hourly	46.47	76.81				

State of Hawaii  
 DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
 SALARY SCHEDULE

Effective Date: 07/01/2019

Bargaining Unit: 32, 35, 37 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	77,376	128,760	EM 07	Annual	103,692	172,572
	Monthly	6,448	10,730		Monthly	8,641	14,381
	8 hour	297.60	495.20		8 hour	398.80	663.76
	Hourly	37.20	61.90		Hourly	49.85	82.97
EM 02	Annual	81,204	135,240	EM 08	Annual	108,864	181,224
	Monthly	6,767	11,270		Monthly	9,072	15,102
	8 hour	312.32	520.16		8 hour	418.72	697.04
	Hourly	39.04	65.02		Hourly	52.34	87.13
EM 03	Annual	85,308	141,984	ES 01	Annual	112,152	186,648
	Monthly	7,109	11,832		Monthly	9,346	15,554
	8 hour	328.08	546.08		8 hour	431.36	717.84
	Hourly	41.01	68.26		Hourly	53.92	89.73
EM 04	Annual	89,568	149,064	ES 02	Annual	115,512	192,216
	Monthly	7,464	12,422		Monthly	9,626	16,018
	8 hour	344.48	573.36		8 hour	444.24	739.28
	Hourly	43.06	71.67		Hourly	55.53	92.41
EM 05	Annual	94,080	156,528	ES 03	Annual	119,004	198,012
	Monthly	7,840	13,044		Monthly	9,917	16,501
	8 hour	361.84	602.00		8 hour	457.68	761.60
	Hourly	45.23	75.25		Hourly	57.21	95.20
EM 06	Annual	98,736	163,188				
	Monthly	8,228	13,599				
	8 hour	379.76	627.68				
	Hourly	47.47	78.46				

State of Hawaii  
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT  
SALARY SCHEDULE

Effective Date: 07/01/2020

Bargaining Unit: 30, 31, 32, 35, 37 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	78,948	131,376	EM 07	Annual	105,792	176,076
	Monthly	6,579	10,948		Monthly	8,816	14,673
	8 hour	303.68	505.28		8 hour	406.88	677.20
	Hourly	37.96	63.16		Hourly	50.86	84.65
EM 02	Annual	82,848	137,988	EM 08	Annual	111,072	184,908
	Monthly	6,904	11,499		Monthly	9,256	15,409
	8 hour	318.64	530.72		8 hour	427.20	711.20
	Hourly	39.83	66.34		Hourly	53.40	88.90
EM 03	Annual	87,036	144,864	ES 01	Annual	114,432	190,440
	Monthly	7,253	12,072		Monthly	9,536	15,870
	8 hour	334.72	557.20		8 hour	440.16	732.48
	Hourly	41.84	69.65		Hourly	55.02	91.56
EM 04	Annual	91,392	152,088	ES 02	Annual	117,852	196,116
	Monthly	7,616	12,674		Monthly	9,821	16,343
	8 hour	351.52	584.96		8 hour	453.28	754.32
	Hourly	43.94	73.12		Hourly	56.66	94.29
EM 05	Annual	95,988	159,708	ES 03	Annual	121,416	202,032
	Monthly	7,999	13,309		Monthly	10,118	16,836
	8 hour	369.20	614.24		8 hour	466.96	777.04
	Hourly	46.15	76.78		Hourly	58.37	97.13
EM 06	Annual	100,740	166,500				
	Monthly	8,395	13,875				
	8 hour	387.44	640.40				
	Hourly	48.43	80.05				