

EXECUTIVE ORDER NO. 22-01

(Civil Service and Exempt Employees Excluded from Bargaining Units 2, 3, 4, 9, 13, 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, Hawai’i Health Systems Corporation, City and County of Honolulu, and counties of Hawai’i, 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, 13, and 14 for the

collective bargaining agreement covering July 1, 2021 through June 30, 2025; and which terms and conditions have been accepted and ratified by the respective bargaining units; 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, 13, 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, 2021 through June 30, 2025, the following for civil service and exempt employees excluded from BUs 2, 3, 4, 9, 13, and 14; and Excluded Managerial Compensation Plan (EMCP) employees excluded from BUs 2, 4, 9, 13, 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 13 ([Attachment E](#)).

6. Adjustments for non-EMCP civil service and exempt employees excluded from BU 14 ([Attachment F](#)).

7. Adjustments for EMCP employees excluded from BU 2, 4, 9, 13, and 14 ([Attachment G](#)).

B. Uniforms

This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4 ([Attachment H](#)).

C. Meals

1. This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4 ([Attachment I](#)).

2. This adjustment is applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9 ([Attachment J](#)).

D. Working Condition Differential

This adjustment is applicable to civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4 ([Attachment K](#)).

E. Hawai'i Employer-Union Health Benefits Trust Fund (EUTF)

This adjustment is applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9 ([Attachment L](#)).

F. Night Differential

This adjustment is applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9 ([Attachment M](#)).

G. Weekend Differential

This adjustment is applicable to civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9 ([Attachment N](#)).

H. Compensation Adjustment

1. This adjustment is applicable to non-EMCP civil service employees excluded from BU 13 ([Attachment O](#)).

2. This adjustment is applicable to non-EMCP civil service employees excluded from BU 14 ([Attachment P](#)).

I. Duration – EUTF Reopener

1. Adjustments for civil service and exempt employees excluded from BU 2 and EMCP employees excluded from BU 2 ([Attachment Q](#)).
2. Adjustments for civil service and exempt employees excluded from BU 3 ([Attachment R](#)).
3. Adjustments for civil service and exempt employees excluded from BU 4 and EMCP employees excluded from BU 4 ([Attachment S](#)).
4. Adjustments for civil service and exempt employees excluded from BU 9 and EMCP employees excluded from BU 9 ([Attachment T](#)).
5. Adjustments for civil service and exempt employees excluded from BU 13 and EMCP employees excluded from BU 13 ([Attachment U](#)).
6. Adjustments for civil service and exempt employees excluded from BU 14 and EMCP employees excluded from BU 14 ([Attachment V](#)).

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 13 day of
July, 2022.



DAVID Y. IGE
Governor

APPROVED AS TO FORM:



HOLLY T. SHIKADA
Attorney General

Bargaining Unit 2
TENTATIVE AGREEMENT
Employer RIW
Union RP
Date 6/13/22

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ARTICLE 51 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2021:

1. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be effective for the period July 1, 2021 to and including June 30, 2022.

b. Following B.1.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit A.

c. Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay for the period July 1, 2021 to and including June 30, 2022.

2. Lump Sum Payment:

Employees who were employed as of June 30, 2021, shall receive a one-time lump sum payment equal to one percent (1%) of their annual basic rate of pay as of June 30, 2021, provided that they continue to be employed as of July

1 **1, 2021. Employees who are less than full-time shall receive a prorated amount**
2 **of this lump sum payment.**

3
4 **C. Subject to the approval of the respective legislative bodies and**
5 **effective July 1, 2022:**

6
7 **1. The salary schedule designated as Exhibit A shall be amended to**
8 **reflect a three and seventy-two hundredths percent (3.72%) increase and such**
9 **amended schedule shall be designated as Exhibit B.**

10
11 **2. Following C.1. above, Employees shall be placed on the**
12 **corresponding pay range and step of Exhibit B.**

13
14 **3. Employees who were on Steps B1 and C1 as of June 30, 2020,**
15 **shall receive a three and seventy-two hundredths percent (3.72%) pay increase.**

16
17 **4. Employees who were on Step L5 as of June 30, 2015, shall receive**
18 **a three and seventy-two hundredths percent (3.72%) pay increase.**

19
20 **5. Employees not administratively assigned to the salary schedule**
21 **shall receive a three and seventy-two hundredths percent (3.72%) pay increase.**

22
23 **D. Subject to the approval of the respective legislative bodies and**
24 **effective July 1, 2023:**

25
26 **1. The salary schedule designated as Exhibit B shall be amended to**
27 **reflect a five percent (5%) increase and such amended schedule shall be**
28 **designated as Exhibit C.**

29
30 **2. Following D.1. above, Employees shall be placed on the**
31 **corresponding pay range and step of Exhibit C.**

1 **3. Employees on Steps B1 and C1 as of June 30, 2020, shall receive a**
2 **five percent (5%) pay increase.**

3
4 **4. Employees who were on Step L5 as of June 30, 2015, shall receive**
5 **a five percent (5%) pay increase.**

6
7 **5. Employees not administratively assigned to the salary schedule**
8 **shall receive a five percent (5%) pay increase.**

9
10 **E. Subject to the approval of the respective legislative bodies and**
11 **effective July 1, 2024:**

12
13 **1. The salary schedule designated as Exhibit C shall be amended to**
14 **reflect a five percent (5%) increase and such amended schedule shall be**
15 **designated as Exhibit D.**

16
17 **2. Following E.1. above, Employees shall be placed on the**
18 **corresponding pay range and step of Exhibit D.**

19
20 **3. Employees who were on Steps B1 and C1 as of June 30, 2020,**
21 **shall receive a five percent (5%) pay increase.**

22
23 **4. Employees who were on Step L5 as of June 30, 2015, shall receive**
24 **a five percent (5%) pay increase.**

25
26 **5. Employees not administratively assigned to the salary schedule**
27 **shall receive a five percent (5%) pay increase.**

28
29 **F. Employees on Step L5 as of June 30, 2015, and Steps B1 and C1**
30 **as of June 30, 2020, shall have their compensation administered in a separate**
31 **Memorandum of Agreement.**

Bargaining Unit 03
TENTATIVE AGREEMENT
Employer ^{rjw}
Union RP
Date 6/7/22

ARTICLE 53 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2021:

1. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be effective for the period July 1, 2021 to and including September 30, 2022.

b. Following B.1.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit A.

c. Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay for the period July 1, 2021 to and including September 30, 2022.

2. Lump Sum Payment:

Employees who were employed as of June 30, 2021, shall receive a one-time lump sum payment equal to one thousand dollars (\$1,000), provided that they continue to be employed as of July 1, 2021. Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

1 **C. Subject to the approval of the respective legislative bodies and**
2 **effective October 1, 2022:**

3
4 **1. The salary schedule designated as Exhibit A shall be amended to**
5 **reflect a three and seventy-two hundredths percent (3.72%) increase and such**
6 **amended schedule shall be designated as Exhibit B.**

7
8 **2. Following C.1. above, Employees shall be placed on the**
9 **corresponding pay range and step of Exhibit B.**

10
11 **3. Employees not administratively assigned to the salary schedule shall**
12 **receive a three and seventy-two hundredths percent (3.72%) pay increase.**

13
14 **D. Subject to the approval of the respective legislative bodies and**
15 **effective July 1, 2023:**

16
17 **1. The salary schedule designated as Exhibit B shall be amended to**
18 **reflect a five percent (5%) increase, and such amended schedule shall be**
19 **designated as Exhibit C.**

20
21 **2. Following D.1. above, Employees shall be placed on the**
22 **corresponding pay range and step of Exhibit C.**

23
24 **3. Employees not administratively assigned to the salary schedule shall**
25 **receive a five percent (5%) pay increase.**

26
27 **E. Subject to the approval of the respective legislative bodies and**
28 **effective July 1, 2024:**

29
30 **1. The salary schedule designated as Exhibit C shall be amended to**
31 **reflect a five percent (5%) increase, and such amended schedule shall be**

1 **designated as Exhibit D.**

2

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

5

6 **3. Employees not administratively assigned to the salary schedule shall**
7 **receive a five percent (5%) pay increase.**

8

Bargaining Unit 04
TENTATIVE AGREEMENT
Employer KJW
Union RP
Date 6/7/22

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, 2021 shall be designated as**
6 **Exhibit A.**

7
8 **B. Subject to the approval of the respective legislative bodies and**
9 **effective July 1, 2021:**

10
11 **1. Salary Schedule:**

12
13 **a. The salary schedule designated as Exhibit A shall be effective**
14 **for the period July 1, 2021 to and including June 30, 2022.**

15
16 **b. Following B.1.a. above, Employees shall be placed on the**
17 **corresponding pay range and step of Exhibit A.**

18
19 **c. Employees not administratively assigned to the salary**
20 **schedule shall continue to receive their June 30, 2021 basic rate of pay for**
21 **the period July 1, 2021 to and including June 30, 2022.**

22
23 **2. Lump Sum Payment:**

24
25 **Employees who were employed as of June 30, 2021, shall receive a one-**
26 **time lump sum payment equal to one percent (1.0%) of their annual basic rate of**
27 **pay as of June 30, 2021, provided that they continue to be employed July 1, 2021.**

1 **Employees who are less than full-time shall receive a prorated amount of this**
2 **lump sum payment.**

3
4 **C. Subject to the approval of the respective legislative bodies and**
5 **effective July 1, 2022:**

6
7 **1. The salary schedule designated as Exhibit A shall be amended to**
8 **reflect a three and seventy-two hundredths percent (3.72%) increase and such**
9 **amended schedule shall be designated as Exhibit B.**

10
11 **2. Following C.1. above, Employees shall be placed on the**
12 **corresponding pay range and step of Exhibit B.**

13
14 **3. Employees not administratively assigned to the salary schedule shall**
15 **receive a three and seventy-two hundredths percent (3.72%) pay increase.**

16
17 **D. Subject to the approval of the respective legislative bodies and**
18 **effective July 1, 2023:**

19
20 **1. The salary schedule designated as Exhibit B shall be amended to**
21 **reflect a four and ninety-six hundredths percent (4.96%) increase, and such**
22 **amended schedule shall be designated as Exhibit C.**

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

26
27 **3. Employees not administratively assigned to the salary schedule shall**
28 **receive a four and ninety-six hundredths percent (4.96%) pay increase.**

29
30 **E. Subject to the approval of the respective legislative bodies and**
31 **effective July 1, 2024:**

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1. The salary schedule designated as Exhibit C shall be amended to reflect a five percent (5%) increase, and such amended schedule shall be designated as Exhibit D.

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

3. Employees not administratively assigned to the salary schedule shall receive a five percent (5%) pay increase.

Bargaining Unit 9
TENTATIVE AGREEMENT
Employer KIW
Union CP
Date 5/12/22

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ARTICLE 56 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2021:

1. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be effective for the period July 1, 2021 to and including June 30, 2022.

b. Following B.1.a. above, Employees shall be placed on the corresponding salary range and step of Exhibit A.

c. Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay.

2. Lump Sum Payment:

a. Employees who were employed as of June 30, 2021, shall receive a one-time lump sum payment equal to one percent (1.0%) of their annual basic rate of pay as of June 30, 2021. 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, 2022:

1. Step Movement:

a. Employees who were eligible for step movements during the period July 1, 2021 through June 30, 2022 in accordance with the step movement plan provided in F. below, shall receive their step movements effective July 1, 2022 as though step movements were granted for the period July 1, 2021 through June 30, 2022;

1 provided that there shall be no retroactive payments.

2
3 b. For the period July 1, 2022 through June 30, 2023,
4 Employees who become eligible for step movements shall receive
5 their step movements on their step movement dates. Step
6 movements shall occur as provided in F. below.

7
8 **2. Salary Schedule:**

9
10 a. The salary schedule designated as Exhibit A shall be
11 amended to reflect a three percent (3.0%) increase and such
12 amended schedule shall be designated as Exhibit B.

13
14 b. Following C.2.a. above, Employees shall be placed on the
15 corresponding salary range and step of Exhibit B.

16
17 c. Employees not administratively assigned to the salary
18 schedule shall receive a three percent (3.0%) pay increase.

19
20 **D. Subject to the approval of the respective legislative bodies and**
21 **effective July 1, 2023:**

22
23 **1. Step Movement:**

24
25 a. For the period July 1, 2023 through June 30, 2024,
26 Employees who become eligible for step movements shall receive
27 their step movements on their step movement dates. Step
28 movements shall occur as provided in F. below.

29
30 **2. Salary Schedule:**

31
32 a. The salary schedule designated as Exhibit B shall be
33 amended to reflect a four and one-tenth percent (4.1%) increase and
34 such amended schedule shall be designated as Exhibit C.

35
36 b. Following D.2.a. above, Employees shall be placed on the
37 corresponding salary range and step of Exhibit C.

38
39 c. Employees not administratively assigned to the salary
40 schedule shall receive a four and one-tenth percent (4.1%) pay
41 increase.

42
43 **E. Subject to the approval of the respective legislative bodies and**
44 **effective July 1, 2024:**

1 **1. Step Movement:**
2

3 **a. For the period July 1, 2024 through June 30, 2025,**
4 **Employees who become eligible for step movements shall receive**
5 **their step movements on their step movement dates. Step**
6 **movements shall occur as provided in F. below.**
7

8 **2. Salary Schedule:**
9

10 **a. The salary schedule designated as Exhibit C shall be**
11 **amended to reflect a three and four-tenths percent (3.4%) increase**
12 **and such amended schedule shall be designated as Exhibit D.**
13

14 **b. Following E.2.a. above, Employees shall be placed on the**
15 **corresponding salary range and step of Exhibit D.**
16

17 **c. Employees not administratively assigned to the salary**
18 **schedule shall receive a three and four-tenths percent (3.4%) pay**
19 **increase.**
20

21 **F. Step Movement Plan: Following C.1, D.1. and E.1. above,**
22 **Employees shall move to their appropriate step on the salary schedule in**
23 **accordance with the following step movement plan:**
24

25 **1. All Employees at SR 18 B shall remain at that range and step**
26 **until their positions are reallocated.**
27

28 **2. Step movements. All Employees at SR 20 and above, shall**
29 **move as follows:**
30

31 **a. Step B to Step C upon completion of three (3) or more**
32 **months of satisfactory service with the Employer to equal at least**
33 **twelve (12) months of registered professional nurse experience,**
34 **including the three (3) months with the Employer; provided that the**
35 **previous registered professional nurse experience was gained within**
36 **the preceding five (5) years.**
37

38 **b. Step B to Step D upon completion of three (3) or more**
39 **months of satisfactory service with the Employer to equal at least**
40 **eighteen (18) months registered professional nurse experience,**
41 **including the three (3) months with the Employer; provided that the**
42 **previous registered professional nurse experience was gained within**
43 **the preceding five (5) years.**
44

45 **c. Step B to Step E upon completion of three (3) or more**
46 **months of satisfactory service with the Employer to equal at least**

1 twenty-four (24) months registered professional nurse experience;
2 provided that the previous registered professional nurse experience
3 was gained within the preceding five (5) years.

4
5 d. Step C to Step D upon completion of the required
6 months of satisfactory service with the Employer to equal to at least
7 eighteen (18) months registered professional nurse experience,
8 including time with the Employer; provided that the previous
9 registered professional nurse experience was gained within the
10 preceding five (5) years.

11
12 e. Step C or Step D to Step E upon completion of the
13 required months of satisfactory service with the Employer to equal to
14 at least twenty-four (24) months of registered professional nurse
15 experience, including time with the Employer; provided the previous
16 registered professional nurse experience was gained within the
17 preceding five (5) years.

18
19 f. Longevity (5 years). All Employees with at least five (5)
20 years of creditable service but less than ten (10) years of creditable
21 service as a registered professional nurse with the Employer, and
22 who are on Step D or Step E, shall move to Step L-1 of their
23 respective salary ranges.

24
25 g. Longevity (10 years). All Employees with at least ten
26 (10) years of creditable service but less than fifteen (15) years of
27 creditable service as a registered professional nurse with the
28 Employer, and who are on Step E or Step L-1, shall move to Step L-2
29 of their respective salary ranges.

30
31 h. Longevity (15 years). All Employees with at least fifteen
32 (15) years of creditable service but less than twenty (20) years of
33 creditable service as a registered professional nurse with the
34 Employer, and who are on Step L-1 or Step L-2, shall move to Step L-
35 3 of their respective salary ranges.

36
37 i. Longevity (20 years). All Employees with at least twenty
38 (20) years of creditable service but less than twenty-five (25) years of
39 creditable service as a registered professional nurse with the
40 Employer, and who are on Step L-1, Step L-2 or Step L-3, shall move
41 to Step L-4 of their respective salary ranges.

42
43 j. Longevity (25 years). All Employees with at least
44 twenty-five (25) years of creditable service as a registered
45 professional nurse with the Employer, and who are on Step L-1, Step

1 **L-2, Step L-3 or Step L-4, shall move to Step L-5 of their respective**
2 **salary ranges.**

3
4 **G. For purposes of this Article, satisfactory service is defined as**
5 **receiving a satisfactory or meets expectations rating in the Employees'**
6 **performance evaluations made by the respective Employer. Creditable**
7 **service shall include service in all Employer jurisdictions and incorporates**
8 **all leaves of absences with pay and the following authorized leaves without**
9 **pay (LWOP).**

10
11 **1. LWOP to pursue a course of instruction relating to the**
12 **Employee's work;**

13
14 **2. LWOP to engage in research, relating to the Employee's work;**

15
16 **3. LWOP to render service at the State Legislature;**

17
18 **4. LWOP to serve on loan by contract to other governments;**

19
20 **5. Sabbatical Leave;**

21
22 **6. Military Leave;**

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24 **7. LWOP to recuperate from an injury for which weekly workers'**
25 **compensation payments are made;**

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27 **8. LWOP to work in an exempt position.**

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ARTICLE 51 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2021:

1. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be effective for the period July 1, 2021 to and including June 30, 2022.

b. Following B.1.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit A.

c. Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay for the period July 1, 2021 to and including June 30, 2022.

2. Lump Sum Payment:

Employees on Step M or not administratively assigned to the salary schedule as of June 30, 2021, shall receive a one-time lump sum payment equal to two percent (2%) of their annual basic rate of pay as of June 30, 2021, provided that they continue to be employed as of July 1, 2021. Employees who are less than full-time shall receive a prorated amount of

1 this lump sum payment. The terms of the lump sum payment, including the
2 amount, are not discretionary.

3
4 C. Subject to the approval of the respective legislative bodies and
5 effective July 1, 2022:

6
7 1. Step Movement:

8
9 a. Employees who were eligible but did not receive a step
10 movement during the period July 1, 2021 through June 30, 2022 in
11 accordance with Paragraph P. of Article 14, Compensation
12 Adjustment, shall be placed on their appropriate step and receive
13 such step movement effective July 1, 2022.

14
15 b. Employees who become eligible for step movements
16 from July 1, 2022 through June 30, 2023 in accordance with
17 Paragraph P. of Article 14, Compensation Adjustment, shall receive
18 their step movements on their step movement dates.

19
20 c. Employees who were or become eligible for step
21 movements from July 1, 2021 through June 30, 2022 in accordance
22 with Paragraph P. of Article 14, Compensation Adjustment, shall be
23 credited for service towards step movements as though step
24 movements were granted through the entire period from July 1, 2021
25 to June 30, 2022.

26
27 2. Salary Schedule:

28
29 a. The salary schedule designated as Exhibit A shall be
30 amended to reflect a two percent (2%) increase and such amended

1 schedule shall be designated as Exhibit B.

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

5
6 c. Employees not administratively assigned to the salary
7 schedule shall receive a two percent (2%) pay increase; or be
8 adjusted at the discretion of the appointing authority from funds
9 allowed for this purpose, provided that the pay increase shall be no
10 less than two percent (2%). Discretionary adjustments shall apply
11 only to base pay adjustments and not lump sum payments.

12
13 D. Subject to the approval of the respective legislative bodies and
14 effective July 1, 2023:

15
16 1. Step Movement:

17
18 a. Employees who become eligible for step movements
19 from July 1, 2023 through June 30, 2024 in accordance with
20 Paragraph P. of Article 14, Compensation Adjustment, shall receive
21 their step movements on their step movement dates.

22
23 b. Employees on Step C shall be placed on Step D of the
24 corresponding pay range.

25
26 2. Salary Schedule:

27
28 a. Following D.1.b. above, Step C shall be deleted from the
29 salary schedule.

30

1 **b. The salary schedule designated as Exhibit B shall be**
2 **amended to reflect a four percent (4%) increase and such amended**
3 **schedule shall be designated as Exhibit C.**

4
5 **c. Following D.2.b. above, Employees shall be placed on**
6 **the corresponding pay range and step of Exhibit C.**

7
8 **d. Employees not administratively assigned to the salary**
9 **schedule shall receive a four percent (4%) pay increase; or be**
10 **adjusted at the discretion of the appointing authority from funds**
11 **allowed for this purpose, provided that the pay increase shall be no**
12 **less than four percent (4%). Discretionary adjustments shall apply**
13 **only to base pay adjustments and not lump sum payments.**

14
15 **E. Subject to the approval of the respective legislative bodies and**
16 **effective July 1, 2024:**

17
18 **1. Step Movement:**

19
20 **Employees who become eligible for step movements from July**
21 **1, 2024 through June 30, 2025 in accordance with Paragraph P. of**
22 **Article 14, Compensation Adjustment, shall receive their step**
23 **movements on their step movement dates.**

24
25 **2. Salary Schedule:**

26
27 **a. The salary schedule designated as Exhibit C shall be**
28 **amended to reflect a three and fifty-nine hundredths percent (3.59%)**
29 **increase and such amended schedule shall be designated as Exhibit**
30 **D.**

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

3
4 **c. Employees not administratively assigned to the salary**
5 **schedule shall receive a three and fifty-nine hundredths percent**
6 **(3.59%) pay increase; or be adjusted at the discretion of the**
7 **appointing authority from funds allowed for this purpose, provided**
8 **that the pay increase shall be no less than three and fifty-nine**
9 **hundredths percent (3.59%). Discretionary adjustments shall apply**
10 **only to base pay adjustments and not lump sum payments.**

Bargaining Unit 14
TENTATIVE AGREEMENT
Employer Kiv
Union RP
Date 6/7/22

ARTICLE 50 – SALARIES

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

A. The salary schedule in effect on June 30, 2021 shall be designated as Exhibit A.

B. Subject to the approval of the respective legislative bodies and effective July 1, 2021:

1. Salary Schedule:

a. The salary schedule designated as Exhibit A shall be effective for the period July 1, 2021 to and including June 30, 2022.

b. Following B.1.a. above, Employees shall be placed on the corresponding pay range and step of Exhibit A.

c. Employees not administratively assigned to the salary schedule shall continue to receive their June 30, 2021 basic rate of pay for the period July 1, 2021 to and including June 30, 2022.

2. Lump Sum Payment:

Employees on Step L as of June 30, 2021, shall receive a one-time lump sum payment equal to one thousand dollars (\$1,000), provided that they continue to be employed as of July 1, 2021. Employees who are less than full-time shall receive a prorated amount of this lump sum payment.

1 **C. Subject to the approval of the respective legislative bodies and**
2 **effective July 1, 2022:**

3
4 **1. Step Movement:**

5
6 **a. Employees who were eligible but did not receive a step**
7 **movement during the period July 1, 2021 through June 30, 2022 in**
8 **accordance with Paragraph O. of Article 14, Compensation Adjustment,**
9 **shall be placed on their appropriate step and receive such step movement**
10 **effective July 1, 2022.**

11
12 **b. Employees who become eligible for step movements from July**
13 **1, 2022 through June 30, 2023 in accordance with Paragraph O. of Article**
14 **14, Compensation Adjustment, shall receive their step movements on their**
15 **step movement dates.**

16
17 **c. Employees who were eligible for step movements from July 1,**
18 **2021 through June 30, 2022 in accordance with Paragraph O. of Article 14,**
19 **Compensation Adjustment, shall be credited for service towards step**
20 **movements as though step movements were granted through the entire**
21 **period from July 1, 2021 through June 30, 2022.**

22
23 **2. Salary Schedule:**

24
25 **a. The salary schedule designated as Exhibit A shall be amended**
26 **to reflect a three and two tenths percent (3.2%) increase and such amended**
27 **schedule shall be designated as Exhibit B.**

28
29 **b. Following C.2.a. above, Employees shall be placed on the**
30 **corresponding pay range and step of Exhibit B.**

1 **c. Employees not administratively assigned to the salary**
2 **schedule shall receive a three and two tenths percent (3.2%) pay increase.**

3
4 **D. Subject to the approval of the respective legislative bodies and**
5 **effective July 1, 2023:**

6
7 **1. Step Movement:**

8
9 **a. Employees who become eligible for step movements from July**
10 **1, 2023 through June 30, 2024 in accordance with Paragraph O. of Article**
11 **14, Compensation Adjustment, shall receive their step movements on their**
12 **step movement dates.**

13
14 **b. Employees on Step A shall be placed on Step B of the**
15 **corresponding pay range.**

16
17 **2. Salary Schedule:**

18
19 **a. Following D.1.b. above, Step A shall be deleted from the salary**
20 **schedule.**

21
22 **b. The salary schedule designated as Exhibit B shall be amended**
23 **to reflect a three and forty-four hundredths percent (3.44%) increase and**
24 **such amended schedule shall be designated as Exhibit C.**

25
26 **c. Following D.2.b. above, Employees shall be placed on the**
27 **corresponding pay range and step of Exhibit C.**

28
29 **d. Employees not administratively assigned to the salary**
30 **schedule shall receive a three and forty-four hundredths percent (3.44%)**
31 **pay increase.**

1
2 **E. Subject to the approval of the respective legislative bodies and**
3 **effective July 1, 2024:**

4
5 **1. Step Movement:**

6
7 **Employees who become eligible for step movements from July 1,**
8 **2024 through June 30, 2025 in accordance with Paragraph O. of Article 14,**
9 **Compensation Adjustment, shall receive their step movements on their**
10 **step movement dates.**

11
12 **2. Salary Schedule:**

13
14 **a. The salary schedule designated as Exhibit C shall be amended**
15 **to reflect a two and seven hundred seventy-five thousandths percent**
16 **(2.775%) increase and such amended schedule shall be designated as**
17 **Exhibit D.**

18
19 **b. Following E.2.a. above, Employees shall be placed on the**
20 **corresponding pay range and step of Exhibit D.**

21
22 **c. Employees not administratively assigned to the salary**
23 **schedule shall receive a two and seven hundred seventy-five thousandths**
24 **percent (2.775%) percent pay increase.**

SALARIES

Excluded Managerial Compensation Plan (EMCP)

Applicable to EMCP employees excluded from BU 2

1. The salary schedule in effect on June 30, 2021 shall continue to be in effect through June 30, 2022 and shall be designated as [Exhibit 1](#).
2. Subject to the approval of the respective legislative bodies and effective July 1, 2022, the salary schedule designated as [Exhibit 1](#) shall be replaced with the salary schedule in [Exhibit 2](#).
3. Subject to the approval of the respective legislative bodies and effective July 1, 2023, the salary schedule designated as [Exhibit 2](#) shall be replaced with the salary schedule in [Exhibit 3](#).
4. Subject to the approval of the respective legislative bodies and effective July 1, 2024, the salary schedule designated as [Exhibit 3](#) shall be replaced with the salary schedule in [Exhibit 4](#).

Applicable to EMCP employees excluded from BU 4

1. The salary schedule in effect on June 30, 2021 shall continue to be in effect through June 30, 2022 and shall be designated as [Exhibit 1](#). Employees shall continue to receive their existing pay from July 1, 2021 through June 30, 2022.
2. Subject to the approval of the respective legislative bodies and effective July 1, 2021, Employees who were employed as of June 30, 2021, shall receive a one-time lump sum payment equal to one percent (1%) of their annual basic rate of pay as of June 30, 2021, provided that they continue to be employed as of July 1, 2021. 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, 2022:
 - 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, 2022, shall receive a three and seventy-two hundredths percent (3.72%) increase to their basic rate of pay.

4. Subject to the approval of the respective legislative bodies, and effective July 1, 2023:
 - 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, 2023, shall receive a four and ninety-six hundredths percent (4.96%) increase to their basic rate of pay, provided that the employee's new pay shall not be less than the minimum rate of the applicable EM salary range. If the sum of the employee's existing pay plus 4.96% is less than the minimum rate, the employee's new pay shall equal the minimum rate.
5. Subject to the approval of the respective legislative bodies, and effective July 1, 2024:
 - a. The salary schedule designated as [Exhibit 3](#) shall be replaced with the salary schedule in [Exhibit 4](#).
 - b. Employees who are employed as of June 30, 2024, shall receive a five percent (5%) 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, 2021 shall continue to be in effect through June 30, 2022 and shall be designated as [Exhibit 1](#). Employees shall continue to receive their existing pay from July 1, 2021 through June 30, 2022.
3. Subject to the approval of the respective legislative bodies and effective July 1, 2021, Employees who were employed as of June 30, 2021, shall receive a one-time lump sum payment equal to one percent (1%) of their annual basic rate of pay as of June 30, 2021, provided that they continue to be employed as of July 1, 2021. Employees who are less than full-time shall receive a prorated lump sum payment.
4. Subject to the approval of the respective legislative bodies and effective July 1, 2022:
 - 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, 2022, shall receive a three and seventy-four hundredths percent (3.74%) increase to their basic rate of pay.
5. Subject to the approval of the respective legislative bodies and effective January 1, 2023, Employees who are employed as of December 31, 2022, shall receive a forty-nine hundredths percent (0.49%) increase to their basic rate of pay, provided that the employee's new pay shall not be more than the maximum rate of the applicable salary range. If the sum of the employee's existing pay plus 0.49% exceeds the maximum rate, the employee's new pay shall equal the maximum rate.
6. Subject to the approval of the respective legislative bodies, and effective July 1, 2023:
 - 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, 2023, shall receive a four and one tenth percent (4.1%) increase to their basic rate of pay, provided that the employee's new pay shall not be less than the minimum rate of the applicable salary range. If the sum of the employee's existing pay plus 4.1% is less than the minimum rate, the employee's new pay shall equal the minimum rate.
7. Subject to the approval of the respective legislative bodies and effective January 1, 2024, Employees who are employed as of December 31, 2023, shall receive a fifty-seven hundredths percent (0.57%) increase to their basic rate of pay, provided that the employee's new pay shall not be more than the maximum rate of the applicable salary range. If the sum of the employee's existing pay plus 0.57% exceeds the maximum rate, the employee's new pay shall equal the maximum rate.
8. Subject to the approval of the respective legislative bodies, and effective July 1, 2024:
 - a. The salary schedule designated as [Exhibit 3](#) shall be replaced with the salary schedule in [Exhibit 4](#).
 - b. Employees who are employed as of June 30, 2024, shall receive a three and four tenths percent (3.4%) increase to their basic rate of pay.
9. Subject to the approval of the respective legislative bodies and effective January 1, 2025, Employees who are employed as of December 31, 2024, shall receive a forty-nine hundredths percent (0.49%) increase to their basic rate of pay, provided that the employee's new pay shall not be more than the maximum rate of the applicable salary range. If the sum of the employee's existing pay plus

0.49% exceeds the maximum rate, the employee's new pay shall equal the maximum rate.

Applicable to EMCP employees excluded from BU 13

1. The salary schedule in effect on June 30, 2021 shall continue to be in effect through June 30, 2022 and shall be designated as [Exhibit 1](#) and [Exhibit 5](#) (Licensed Health Care Professionals/LHCP). Employees shall continue to receive their existing pay from July 1, 2021 through June 30, 2022.
2. Subject to the approval of the respective legislative bodies and effective July 1, 2021, Employees who were employed as of June 30, 2021, shall receive a one-time lump sum payment equal to two percent (2%) of their annual basic rate of pay as of June 30, 2021, provided that they continue to be employed as of July 1, 2021. 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, 2022:
 - a. The salary schedules designated as [Exhibit 1](#) and [Exhibit 5](#) (LHCP) shall be replaced with the salary schedules in [Exhibit 2](#) and [Exhibit 6](#) (LHCP), respectively.
 - b. Employees who are employed as of June 30, 2022, shall receive a three and one hundredths percent (3.01%) increase to their basic rate of pay.
4. Subject to the approval of the respective legislative bodies and effective January 1, 2023, Employees who are employed as of December 31, 2022, shall receive a one and one tenth percent (1.1%) increase to their basic rate of pay, provided that the employee's new pay shall not be more than the maximum rate of the applicable EM salary range. If the sum of the employee's existing pay plus 1.1% exceeds the maximum rate, the employee's new pay shall equal the maximum rate.
5. Subject to the approval of the respective legislative bodies, and effective July 1, 2023:
 - a. The salary schedules designated as [Exhibit 2](#) and [Exhibit 6](#) (LHCP) shall be replaced with the salary schedules in [Exhibit 3](#) and [Exhibit 7](#) (LHCP), respectively.
 - b. Employees who are employed as of June 30, 2023, shall receive a four percent (4%) increase to their basic rate of pay, provided that the employee's new pay shall not be less than the minimum rate of the applicable EM salary range. If the sum of the employee's existing pay

plus 4% is less than the minimum rate, the employee's new pay shall equal the minimum rate.

6. Subject to the approval of the respective legislative bodies and effective January 1, 2024, Employees who are employed as of December 31, 2023, shall receive a one and five hundredths percent (1.05%) increase to their basic rate of pay, provided that the employee's new pay shall not be more than the maximum rate of the applicable EM salary range. If the sum of the employee's existing pay plus 1.05% exceeds the maximum rate, the employee's new pay shall equal the maximum rate.
7. Subject to the approval of the respective legislative bodies, and effective July 1, 2024:
 - a. The salary schedules designated as [Exhibit 3](#) and [Exhibit 7](#) (LHCP) shall be replaced with the salary schedules in [Exhibit 4](#) and [Exhibit 8](#) (LHCP), respectively.
 - b. Employees who are employed as of June 30, 2024, shall receive a three and fifty-nine hundredths percent (3.59%) increase to their basic rate of pay.
8. Subject to the approval of the respective legislative bodies and effective January 1, 2025, Employees who are employed as of December 31, 2024, shall receive an eighty-six hundredths percent (0.86%) increase to their basic rate of pay, provided that the employee's new pay shall not be more than the maximum rate of the applicable EM salary range. If the sum of the employee's existing pay plus 0.86% exceeds the maximum rate, the employee's new pay shall equal the maximum rate.

Applicable to EMCP employees excluded from BU 14

1. The salary schedule in effect on June 30, 2021 shall continue to be in effect through June 30, 2022 and shall be designated as [Exhibit 1](#). Employees shall continue to receive their existing pay from July 1, 2021 through June 30, 2022.
2. Subject to the approval of the respective legislative bodies and effective July 1, 2022:
 - 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, 2022, shall receive a four and thirty-two hundredths percent (4.32%) increase to their basic rate of pay.

3. Subject to the approval of the respective legislative bodies and effective January 1, 2023, Employees who are employed as of December 31, 2022, shall receive a one and one hundredths percent (1.01%) increase to their basic rate of pay, provided that the employee's new pay shall not be more than the maximum rate of the applicable EM salary range. If the sum of the employee's existing pay plus 1.01% exceeds the maximum rate, the employee's new pay shall equal the maximum rate.
4. Subject to the approval of the respective legislative bodies, and effective July 1, 2023:
 - 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, 2023, shall receive a three and forty-four hundredths percent (3.44%) increase to their basic rate of pay, provided that the employee's new pay shall not be less than the minimum rate of the applicable EM salary range. If the sum of the employee's existing pay plus 3.44% is less than the minimum rate, the employee's new pay shall equal the minimum rate.
5. Subject to the approval of the respective legislative bodies and effective January 1, 2024, Employees who are employed as of December 31, 2023, shall receive a one and one hundredths percent (1.01%) increase to their basic rate of pay, provided that the employee's new pay shall not be more than the maximum rate of the applicable EM salary range. If the sum of the employee's existing pay plus 1.01% exceeds the maximum rate, the employee's new pay shall equal the maximum rate.
6. Subject to the approval of the respective legislative bodies, and effective July 1, 2024:
 - a. The salary schedule designated as [Exhibit 3](#) shall be replaced with the salary schedule in [Exhibit 4](#).
 - b. Employees who are employed as of June 30, 2024, shall receive a two and seven hundred seventy-five thousandths percent (2.775%) increase to their basic rate of pay.
7. Subject to the approval of the respective legislative bodies and effective January 1, 2025, Employees who are employed as of December 31, 2024, shall receive a one and five hundredths percent (1.05%) increase to their basic rate of pay, provided that the employee's new pay shall not be more than the maximum rate of the applicable EM salary range. If the sum of the employee's existing pay plus 1.05% exceeds the maximum rate, the employee's new pay shall equal the maximum rate.

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 RPW
Union RP
Date 6/7/22

ARTICLE 18 - 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 Employer shall provide to Employees authorized and required to carry a firearm as part of their official duties a weapons maintenance allowance for the proper care and maintenance of (1) Employer-issued weapons, accessories and personal safety equipment, and (2) Employee-purchased supplemental weapons, including ammunition, approved by the Employer.

1. The weapons maintenance allowance shall be granted for each full month worked. It is provided that paid or unpaid leaves shall be considered as time worked, except that unpaid leave, and suspensions, of five (5) or more days shall not be considered as time worked and the allowance shall be prorated accordingly for such month(s). It is further provided that the allowance shall be prorated when employment commences after the first day of a month or terminates before the last day of a month.

2. The weapons maintenance allowance shall be paid to eligible Employees on or about the end of each three-month period of a fiscal year. The amount of the weapons maintenance allowance shall be calculated at the rate of twenty dollars (\$20.00) per month. Effective July 1, 1996, the amount of the weapons maintenance allowance shall increase to thirty-five dollars (\$35.00) per month.

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

1. Work clothing such as coveralls, aprons, smocks, etc.
2. Shoes, boots, socks, and ties. (Whenever the Employer requires the Employees to wear safety shoes or safety boots, the Employer shall provide such items.)
3. Shirts normally worn under a uniform coat or blouse. (Shirts of a distinctive uniform appearance normally worn as an outside garment in place of a uniform coat or blouse are considered as part of the uniform.)

E. Damaged or Lost Uniforms.

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

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

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

G. Whenever an Employee is required by the Employer to wear a uniform, the Employer shall have the option to (1) clean such uniforms or (2) provide a uniform maintenance allowance of \$20.00 per month provided:

1. if the uniform consists only of button shirt, trousers or jacket, the allowance shall be \$10.00 per month; or

2. if the uniform consists only of T-shirt or shorts or both, the allowance shall be \$6.00 per month.

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

H. Effective July 1, 2023, whenever an Employee is required by the Employer to wear a uniform, the Employer shall have the option to (1) clean such uniforms or (2) provide a uniform maintenance allowance of \$25.00 per month provided:

1. if the uniform consists only of button shirt, trousers or jacket, the allowance shall be \$15.00 per month; or

2. if the uniform consists only of T-shirt or shorts or both, the allowance shall be \$10.00 per month.

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

II. Existing Policies and/or Practices

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

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

III. Uniforms for New Groups of Employees

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

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

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

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

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

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

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

Attachment I

Bargaining Unit 04
TENTATIVE AGREEMENT
Employer RP
Union RP
Date 6/7/22

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, 2023, 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.
4. Overtime During Off-Duty Hours, Scheduled Day Off or Holiday.
 - a. Less Than 24 Hours Prior Notice. When Employees are required to work overtime during their off-duty hours (not post-shift or pre-shift), on a scheduled day off or a holiday, with less than twenty-four (24) hours prior notice, they 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 overtime work performed following the first overtime meal. However, an Employee shall not be entitled to a meal after two (2) hours of overtime work if the overtime work commences within three (3) hours of a previous overtime meal. In such event, the Employee shall be granted a meal after a period of five (5) hours from the previous meal should the Employee continue working till this time, and shall be entitled to additional meals at intervals of five (5) hours of continuous overtime work thereafter.

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

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

B. Notwithstanding paragraph A, an Employee who is required to travel inter-state or intra-state on official business and who receives a travel allowance pursuant to Article 44, Travel, shall be furnished or compensated at the rate of ten dollars (\$10.00) for a dinner meal after performing seven (7) hours of overtime work.

Effective July 1, 2023, notwithstanding paragraph A, an Employee who is required to travel inter-state or intra-state on official business and who receives a travel allowance pursuant to Article 44, Travel, shall be furnished or compensated at the rate of twelve dollars (\$12.00) for a dinner meal after performing seven (7) hours of overtime work.

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

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

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

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

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

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

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

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

Bargaining Unit 9
TENTATIVE AGREEMENT
Employer K/W
Union CP
Date 5/12/22

ARTICLE 27 – 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, 2023, 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 work 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
6 scheduled day off or a holiday, with less than twenty-four (24) hours prior notice,
7 they shall be furnished or compensated for a meal upon completion of two (2)
8 hours of overtime work and at intervals of five (5) hours of continuous overtime
9 work performed following the first overtime meal.
10

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

18 5. Overtime While on Standby. When Employees render service in response
19 to a call to work as provided under Article 28, Standby Pay, they shall be furnished or
20 compensated for a meal upon completion of two (2) hours of work and at intervals of five
21 (5) hours of continuous work performed following the first meal.
22

23 B. Notwithstanding paragraph A, an Employee who is required to travel inter-
24 state or intra-state on official business and who receives a travel allowance pursuant to
25 Article 36, Travel, shall be furnished or compensated at the rate of ten dollars (\$10.00)
26 for a dinner meal after performing seven (7) hours of overtime work.
27

28 Effective July 1, 2023, notwithstanding paragraph A, an Employee who
29 is required to travel inter-state or intra-state on official business and who receives
30 a travel allowance pursuant to Article 36, Travel, shall be furnished or compensated
31 at the rate of twelve dollars (\$12.00) for a dinner meal after performing seven (7)

1 **hours of overtime work.**

2
3 C. For purposes of meal compensation, the following shall apply:

4
5 1. Breakfast shall mean any meal allowed an Employee from 3:00 a.m. to 9:00
6 a.m.

7
8 2. Lunch shall mean any meal allowed an Employee from 9:00 a.m. to 3:00
9 p.m.

10
11 3. Dinner shall mean any meal allowed an Employee from 3:00 p.m. to 3:00
12 a.m.

13
14 D. The Employer shall compensate Employees for meals within thirty (30) days
15 (approximately two pay periods) from the date on which the claim for compensation is
16 filed with the respective disbursing officer.

17
18 E. The term "pre-shift" is defined as that period of time immediately preceding
19 a workday.

20
21 The term "post-shift" is defined as that period of time immediately following a
22 workday.

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

Attachment K

Bargaining Unit 04
TENTATIVE AGREEMENT
Employer ^{rjw} _____
Union CP _____
Date 6/7/22 _____

ARTICLE 31 - WORKING CONDITION DIFFERENTIAL

A. All Employees at the Hawai`i State Hospital will be entitled to a differential because of unusual or unique working conditions in having contact with patients who are ordered by the courts pursuant to Chapters 704 and 706, HRS, to be in the custody of the Director of Health or who are adult inmates who are transferred from a correctional institution under Chapter 334, HRS. Employees shall be paid in addition to their basic compensation, a differential of fifty cents (\$.50) per hour for each hour of work performed.

Effective July 1, 2023, all Employees at the Hawai`i State Hospital will be entitled to a differential because of unusual or unique working conditions in having contact with patients who are ordered by the courts pursuant to Chapters 704 and 706, HRS, to be in the custody of the Director of Health or who are adult inmates who are transferred from a correctional institution under Chapter 334, HRS. Employees shall be paid in addition to their basic compensation, a differential of one dollar (\$1.00) per hour for each hour of work performed.

B. Employees of the Hawai`i Health Systems Corporation (HHSC) shall be entitled to a differential because of unusual or unique working conditions whenever working with a patient who is sent to an HHSC facility because of an order by the courts pursuant to Chapters 704 and 706, HRS, to be in the custody of the Director of Health; or when a patient that has been recommended for placement into an HHSC facility; or when an adult inmate is transferred from a correctional institution under Chapter 334, HRS, to an HHSC facility; or when a patient that has been recommended for placement into the Hawai`i State Hospital is placed temporarily in the HHSC facility. All Employees assigned to such patient care unit shall be entitled to a differential of fifty cents (\$.50) per hour for each hour of work performed while on such assignment. The differential will remain until such time as the patient is removed from the location or is released from said custody into regular patient status.

Effective July 1, 2023, employees of the Hawai`i Health Systems Corporation (HHSC) shall be entitled to a differential because of unusual or unique working conditions whenever working with a patient who is sent to an HHSC facility because of an order by the courts pursuant to Chapters 704 and 706, HRS, to be in the custody of the Director of Health; or when a patient that has been recommended for placement into an HHSC facility; or when an adult inmate is transferred from a correctional institution under Chapter 334, HRS, to an HHSC facility; or when a patient that has been recommended for placement into the Hawai`i State Hospital is placed temporarily in the HHSC facility. All Employees assigned to such patient care unit shall be entitled to a differential of one dollar (\$1.00) per hour for each hour of work performed while on such assignment. The

differential will remain until such time as the patient is removed from the location or is released from said custody into regular patient status.

C. For the purpose of granting differential pay for a portion of an hour for an Employee covered by paragraph A or B, the Employee will be paid twenty-five cents (\$.25) for one-half (1/2) hour or less of work and fifty cents (\$.50) for more than one-half (1/2) hour of work.

Effective July 1, 2023, for the purpose of granting differential pay for a portion of an hour for an Employee covered by paragraph A or B, the Employee will be paid fifty cents (\$.50) for one-half (1/2) hour or less of work and one dollar (\$1.00) for more than one-half (1/2) hour of work.

D. Employees assigned to correctional facilities shall be entitled to a differential because of unusual or unique working conditions. Such Employees shall be paid, in addition to their basic compensation, a differential of fifty cents (\$.50) per hour for each hour of work performed at such location.

Effective July 1, 2023, employees assigned to correctional facilities shall be entitled to a differential because of unusual or unique working conditions. Such Employees shall be paid, in addition to their basic compensation, a differential of one dollar (\$1.00) per hour for each hour of work performed at such location.

E. In administering paragraph D above, and for purposes of granting differential pay for a portion of an hour, the Employee will be paid twenty-five cents (\$.25) for one-half hour or less of work and fifty cents (\$.50) for more than one-half hour of work.

Effective July 1, 2023, in administering paragraph D above, and for purposes of granting differential pay for a portion of an hour, the Employee will be paid fifty cents (\$.50) for one-half hour or less of work and one dollar (\$1.00) for more than one-half hour of work.

F. The Employer, in consultation with the Union, may terminate the differentials provided by this section upon reclassification of an affected Employee's position to a higher classification because of the unusual or unique working conditions which qualified the Employee for the differential or because such conditions cease to exist.

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

Bargaining Unit 9
TENTATIVE AGREEMENT
Employer KIWI
Union PP
Date 5/12/22

ARTICLE 57

HAWAI'I EMPLOYER-UNION HEALTH BENEFITS TRUST FUND

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

A. "Health Benefit Plan" shall mean the medical PPO, HMO, prescription drug, dental, vision and dual coverage medical plans.

B. Effective February 1, 2022

Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised Statutes, the Employer shall pay monthly contributions which include the cost of any Hawaii Employer-Union Health Benefits Trust Fund (Trust Fund) administrative fees to the Trust Fund effective February 1, 2022, not to exceed the monthly contribution amounts as specified below:

1. For each Employee-Beneficiary with no dependent-beneficiaries enrolled in the following Trust Fund health benefit plans:

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$428.78</u>
<u>b. Dental</u>	<u>\$ 22.14</u>
<u>c. Vision</u>	<u>\$ 3.68</u>
<u>d. Dual coverage (medical & drug)</u>	<u>\$ 22.74</u>

The Employer shall pay the same monthly contribution for each member enrolled in a self only medical plan (PPO or HMO), regardless of which plan is chosen; provided that the dollar amount contributed by the

1 **Employer shall not cause the employer share to exceed 84.3% of the total**
2 **premium.**

3
4 **2. For each Employee-Beneficiary with one dependent-beneficiary**
5 **enrolled in the following Trust Fund health benefit plans:**

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY</u>
	<u>CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$1,041.40</u>
<u>b. Dental</u>	<u>\$ 44.28</u>
<u>c. Vision</u>	<u>\$ 6.84</u>
<u>d. Dual coverage (medical & drug)</u>	<u>\$ 42.90</u>

13
14 **The Employer shall pay the same monthly contribution for each member**
15 **enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is**
16 **chosen; provided that the dollar amount contributed by the Employer shall not**
17 **cause the employer share to exceed 84.3% of the total premium.**

18
19 **3. For each Employee-Beneficiary with two or more dependent-**
20 **beneficiaries enrolled in the following Trust Fund health benefit plans:**

<u>BENEFIT PLAN</u>	<u>TOTAL EMPLOYER MONTHLY</u>
	<u>CONTRIBUTION</u>
<u>a. Medical (PPO or HMO) (medical, drug & chiro)</u>	<u>\$1,327.70</u>
<u>b. Dental</u>	<u>\$ 72.78</u>
<u>c. Vision</u>	<u>\$ 8.94</u>
<u>d. Dual coverage (medical & drug)</u>	<u>\$ 46.72</u>

1 **The Employer shall pay the same monthly contribution for each member**
2 **enrolled in a family medical plan (PPO or HMO), regardless of which plan is**
3 **chosen; provided that the dollar amount contributed by the Employer shall not**
4 **cause the employer share to exceed 84.3% of the total premium.**

5
6 4. **For each Employee-Beneficiary enrolled in the Trust Fund group**
7 **life insurance plan, the Employer shall pay \$4.12 per month which reflects one**
8 **hundred percent (100%) of the monthly premium and any administrative fees.**

9
10 C. **Effective July 1, 2022**

11
12 **Subject to the applicable provisions of Chapter 87A and 89, Hawaii Revised**
13 **Statutes, effective July 1, 2022 for plan year 2022-2023, with the exception of**
14 **items C1d., C2d., C3d., and C4., which shall be as described below, the Employer**
15 **shall pay a specific dollar amount equivalent to sixty percent (60%) of the final**
16 **premium rates established by the Trust Fund Board for the respective health**
17 **benefit plan, plus sixty percent (60%) of any administrative fees.**

18
19 1. **The amounts paid by the Employer shall be based on the plan year**
20 **2022-2023 final monthly premium rates established by the Trust Fund for each**
21 **Employee-Beneficiary with no dependent-beneficiaries enrolled in the following**
22 **Trust Fund health benefit plans:**

23
24 **BENEFIT PLAN**

25 **a. Dental**

26 **b. Vision**

27 **c. Dual coverage (medical & drug)**

1 d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall
2 pay the same monthly contribution for each member enrolled in a self only
3 medical plan, regardless of which plan is chosen. The amount shall be based on
4 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro),
5 provided that the dollar amount contributed by the Employer shall not cause the
6 employer share to exceed 84.3% of the total premium.

7
8 2. The amounts paid by the Employer shall be based on the plan year
9 2022-2023 final monthly premium rates established by the Trust Fund for each
10 Employee-Beneficiary with one dependent-beneficiary enrolled in the following
11 Trust Fund health benefit plans:

12
13 BENEFIT PLAN

14
15 a. Dental

16 b. Vision

17 c. Dual coverage (medical & drug)

18
19 d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall
20 pay the same monthly contribution for each member enrolled in a two-party
21 medical plan, regardless of which plan is chosen. The amount shall be based on
22 60% of the total premium of the HMSA 80-20 medical plan (with drug & chiro),
23 provided that the dollar amount contributed by the Employer shall not cause the
24 employer share to exceed 84.3% of the total premium.

25
26 3. The amounts paid by the Employer shall be based on the plan year
27 2022-2023 final monthly premium rates established by the Trust Fund for each

1 **Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the**
2 **following Trust Fund health benefit plans:**

3
4 **BENEFIT PLAN**

5
6 **a. Dental**

7 **b. Vision**

8 **c. Dual coverage (medical & drug)**

9
10 **d. Medical (PPO or HMO) (medical, drug & chiro) - the Employer shall**
11 **pay the same monthly contribution for each member enrolled in a family medical**
12 **plan, regardless of which plan is chosen. The amount shall be based on 60% of**
13 **the total premium of the HMSA 80-20 medical plan (with drug & chiro), provided**
14 **that the dollar amount contributed by the Employer shall not cause the employer**
15 **share to exceed 84.3% of the total premium.**

16
17 **4. For each Employee-Beneficiary enrolled in the Trust Fund group life**
18 **insurance plan, the Employer shall pay one hundred percent (100%) of the**
19 **monthly premium and any administrative fees.**

20
21 **D. No later than three (3) weeks after the Trust Fund Board formally**
22 **establishes and adopts the final premium rates for Fiscal Year 2022 – 2023, the**
23 **Office of Collective Bargaining shall distribute the final calculation of the**
24 **Employers' monthly contribution amounts for each health benefit plan.**

25
26 **E. Payment for Plans Eliminated or Abolished. The Employer shall**
27 **make no payments for any and all premiums for any portion or part of a Trust**
28 **Fund health benefit plan that the Trust Fund Board eliminates or abolishes.**

1 **F. Rounding Employer's Monthly Contribution. Whenever the**
2 **Employer's monthly contribution (premium plus administrative fee) to the Trust**
3 **Fund is less than one hundred percent (100%) of the monthly premium amount,**
4 **such monthly contribution shall be rounded to the nearest cent as provided**
5 **below:**

6
7 **1. When rounding to the nearest cent results in an even amount,**
8 **such even amount shall be the Employer's monthly contribution. For example:**

9
10 **(a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)**

11 **(b) \$11.382 = \$11.38 = \$11.38 (Employer's monthly contribution)**

12
13 **2. When rounding to the nearest cent results in an odd amount,**
14 **round to the lower even cent, and such even amount shall be the Employer's**
15 **monthly contribution. For example:**

16 **(a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)**

17 **(b) \$11.386 = \$11.39 = \$11.38 (Employer's monthly contribution)**

18
19
20 **All employer contributions effective July 1, 2021 reflect the rounding**
21 **described in item F. Employer contributions effective July 1, 2022 shall be**
22 **rounded as described in item F. after the Trust Fund Board formally establishes**
23 **and adopts the final premium rates for Fiscal Year 2022-2023.**

24
25 **G. If an agreement covering periods beyond the term of this Agreement is**
26 **not executed by June 30, 2023, Employer contributions to the Trust Fund shall be**
27 **the same monthly contribution amounts paid in plan year 2022-2023 for the**
28 **Health Benefit Plan approved by the Trust Fund including any monthly**
29 **administrative fees.**

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

Attachment M

Bargaining Unit 09
TENTATIVE AGREEMENT
Employer *R/W*
Union 2P
Date 5/12/22

ARTICLE 32 – NIGHT DIFFERENTIAL

A. Whenever an Employee's scheduled straight-time hours fall between the hours of 6:00 p.m. and 6:00 a.m., the Employee shall be paid, in addition to the Employee's basic compensation, the amount of three dollars and fifty cents (\$3.50) per hour for each hour of actual work performed during such 6:00 p.m. to 6:00 a.m. hours. If one-half (1/2) or more of the Employee's scheduled straight-time hours fall between 6:00 p.m. and 6:00 a.m. and the Employee works all scheduled straight-time hours, the Employee shall be paid, in addition to the Employee's basic compensation, the amount of three dollars and fifty cents (\$3.50) per hour for all straight-time hours for the workday. Notwithstanding the foregoing, when an Employee is scheduled to work a twelve (12) hour day shift (straight-time hours, based on the 12-8 Supplemental Agreement) and the Employee works all of the scheduled hours, the three dollars and fifty cents (\$3.50) differential shall be paid for all hours worked between the hours of 3:00 p.m. and 6:00 a.m.

Effective July 1, 2023, whenever an Employee's scheduled straight-time hours fall between the hours of 6:00 p.m. and 6:00 a.m., the Employee shall be paid, in addition to the Employee's basic compensation, the amount of four dollars (\$4.00) per hour for each hour of actual work performed during such 6:00 p.m. to 6:00 a.m. hours. If one-half (1/2) or more of the Employee's scheduled straight-time hours fall between 6:00 p.m. and 6:00 a.m. and the Employee works all scheduled straight-time hours, the Employee shall be paid, in addition to the Employee's basic compensation, the amount of four dollars (\$4.00)

1 **per hour for all straight-time hours for the workday. Notwithstanding the**
2 **foregoing, when an Employee is scheduled to work a twelve (12) hour**
3 **day shift (straight-time hours, based on the 12-8 Supplemental**
4 **Agreement) and the Employee works all of the scheduled hours, the four**
5 **dollars (\$4.00) differential shall be paid for all hours worked between the**
6 **hours of 3:00 p.m. and 6:00 a.m.**

7
8 B. Whenever an Employee's overtime hours, including work on an
9 established shift, fall between the hours of 6:00 p.m. and 6:00 a.m., the
10 Employee shall be paid the night differential for each hour of actual overtime
11 work performed during such hours. Whenever an Employee on a twelve (12)
12 hour day shift works overtime, including work on an established shift, and
13 such overtime falls between the hours of 3:00 p.m. and 6:00 a.m., the
14 Employee shall be paid the night differential for each hour of actual overtime
15 work performed during such hours. If an Employee is required to work an
16 established shift on an overtime basis and the Employee works all scheduled
17 hours and one-half (1/2) or more of the overtime shift hours fall between 6:00
18 p.m. and 6:00 a.m. (3:00 p.m. to 6:00 a.m. for 12-hour shift Employees), the
19 Employee shall be paid the differential for all hours of such shift worked on an
20 overtime basis. It is further provided that the Employee's basic compensation
21 plus the night differential earned will be used in determining the cash payment
22 for overtime work pursuant to the provision on Overtime contained in this
23 Agreement.

24
25 C. For the purpose of granting night differential for a portion of an
26 hour, the Employee will be paid one dollar and seventy-five cents (\$1.75) for
27 one-half (1/2) hour or less of work and three dollars and fifty cents (\$3.50) for
28 more than one-half (1/2) hour of work.

1 **Effective July 1, 2023, for the purpose of granting night differential**
2 **for a portion of an hour, the Employee will be paid two dollars (\$2.00) for**
3 **one-half (1/2) hour or less of work and four dollars (\$4.00) for more than**
4 **one-half (1/2) hour of work.**

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

Attachment N

Bargaining Unit 09
TENTATIVE AGREEMENT
Employer rw
Union RP
Date 5/12/22

ARTICLE 60 - WEEKEND DIFFERENTIAL

Effective July 1, 2024:

- 1 **A. Whenever an Employee's scheduled straight-time hours worked fall**
2 **between Saturday 12:00 a.m. through Sunday 11:59:59 p.m., the Employee shall**
3 **be paid, in addition to the Employee's basic compensation, the amount of one**
4 **dollar (\$1.00) per hour for each hour of actual work performed during Saturday**
5 **12:00 a.m. through Sunday 11:59:59 p.m. If one-half (1/2) or more of the**
6 **Employee's scheduled straight-time hours worked fall between Saturday 12:00**
7 **a.m. through Sunday 11:59:59 p.m., and the Employee works all scheduled**
8 **straight-time hours, the Employee shall be paid, in addition to the Employee's**
9 **basic compensation, the amount of one dollar (\$1.00) per hour for all straight-time**
10 **hours worked for the workday.**
- 11 **B. Whenever an Employee's overtime hours worked, including work on**
12 **an established shift, fall between Saturday 12:00 a.m. through Sunday 11:59:59**
13 **p.m., the Employee shall be paid the weekend differential for each hour of actual**
14 **overtime work performed during the weekend. If an Employee is required to**
15 **work an established shift on an overtime basis and the Employee works all**
16 **scheduled hours and one-half (1/2) or more of the overtime hours worked fall**
17 **between Saturday 12:00 a.m. through Sunday 11:59:59 p.m., the Employee shall**
18 **be paid the differential for all hours of such shift worked on an overtime basis. It**

19 is further provided that the Employee's basic compensation plus the weekend
20 differential earned will be used in determining the cash payment for overtime
21 work pursuant to the provision on Overtime contained in this Agreement.

22 C. For the purpose of granting weekend differential for a portion of an
23 hour, the Employee will be paid fifty cents (\$.50) for one-half (1/2) hour or less of
24 work and one dollar (\$1.00) for more than one-half (1/2) hour of work.

Bargaining Unit 13
TENTATIVE AGREEMENT
Employer R/W
Union RP
Date 6/13/22

ARTICLE 14 - COMPENSATION ADJUSTMENT

A. General Provision.

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

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

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

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

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

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

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

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

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

28
29 B. Compensation Adjustment Upon Promotion.
30

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

5
6 2. Effective July 2, 2001, a regular Employee who is promoted shall be
7 compensated as follows:

8
9 a. For promotions involving a movement of three (3) or less pay
10 ranges, the Employee shall be compensated at the corresponding step in the
11 higher salary range.

12
13 b. For promotions involving a movement of more than three (3) pay
14 ranges, the Employee shall be compensated at the step in the higher salary
15 range which is equal to the rate for promotions involving three (3) pay ranges. If
16 such rate falls below the minimum step, the Employee shall be compensated at
17 the minimum step of the higher pay range.

18
19 3. Regular Employees who return to their permanent positions after a
20 promotion on a temporary appointment basis or are released from a new probationary
21 appointment following a promotion shall be compensated as though they had remained
22 in their permanent positions continuously.

23
24 C. Compensation Adjustment Upon Demotion.

25
26 1. The following definitions shall be applicable to this paragraph:

27
28 a. "Demotion" means the movement of a regular Employee from the
29 position in which the Employee last held a permanent appointment to a vacant
30 civil service position assigned to a class with a lower pay range in the salary
31 schedule.

1
2 b. "Demotion due to a reorganization" means a demotion of an
3 Employee as a result of a reorganization action.

4
5 c. "Demotion to avoid layoff" means a demotion accepted by an
6 Employee to avoid being laid off.

7
8 d. "Disciplinary demotion" means a demotion action taken by the
9 appointing authority for disciplinary reasons.

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

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

21
22 g. "Service connected disability demotion" means the movement of a
23 regular Employee or an Employee serving an initial probationary period to a
24 vacant civil service position assigned to a class with a lower pay range in the
25 salary schedule, due to a disability sustained by the Employee while performing
26 the duties and responsibilities of the Employee's position.

27
28 h. "Voluntary demotion" means a demotion requested by an
29 Employee and granted by the appointing authority.

30
31 2. Disciplinary or Involuntary Demotion.

1
2 a. A regular Employee who is involuntarily demoted or who is
3 demoted for disciplinary reasons shall be compensated at the corresponding step
4 in the lower salary range or any lower step in the lower salary range.
5

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

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

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

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

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

28 b. Effective July 1, 2020, an Employee who accepts a demotion to
29 avoid layoff; or is demoted due to a reorganization; or who receives a service
30 connected disability demotion, shall be compensated as follows:
31

1 1) For demotions involving a movement of three (3) or less pay
2 ranges, the Employee shall be compensated at the corresponding step in
3 the lower pay range and shall be entitled to a demotion differential (DD).
4

5 2) For demotions involving a movement of more than three (3)
6 pay ranges, the Employee shall be compensated at the step in the lower
7 pay range which is equal to the rate for voluntary demotion involving three
8 (3) pay ranges and shall be entitled to a DD. If the rate for voluntary
9 demotion involving three (3) pay ranges falls above the maximum step in
10 the lower pay range, the Employee shall be compensated at the maximum
11 step of the lower pay range and shall be entitled to a DD.
12

13 4. Non-Service Connected Disability Demotion.
14

15 a. Prior to July 1, 2020, an Employee who receives a non-service
16 connected disability demotion shall be compensated as provided below:
17

18 1) Effective July 2, 2001, a regular Employee who has fifteen
19 (15) or more years of continuous service in the civil service of the
20 Employee's governmental jurisdiction shall retain the Employee's basic
21 rate of pay; provided that:
22

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

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

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

3
4 2) A regular Employee with at least five (5) years but less than
5 fifteen (15) years of continuous service in the civil service of the
6 Employee's governmental jurisdiction shall retain the Employee's basic
7 rate of pay for a period beyond the effective date of the demotion as
8 follows:

9

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

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

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

1
2 3) The basic rate of pay of a regular Employee with less than
3 five (5) years of continuous service in the civil service of the Employee's
4 governmental jurisdiction, or a regular Employee whose retention period
5 as prescribed in clause b., has expired, shall be adjusted in the manner of
6 adjustments for service-connected disability demotion, provided the
7 Employee shall not be entitled to temporary differential.
8

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

13 5. Voluntary Demotion.
14

15 a. Effective July 2, 2001, a regular Employee who accepts a voluntary
16 demotion shall be compensated as follows:
17

18 1) For voluntary demotions involving a movement of three (3)
19 or less pay ranges, the Employee shall be compensated at the
20 corresponding step in the lower pay range.
21

22 2) For voluntary demotions involving a movement of more than
23 three (3) pay ranges, the Employee shall be compensated at the step in
24 the lower pay range which is equal to the rate for voluntary demotions
25 involving three (3) pay ranges. If such rate falls above the maximum step
26 in the lower pay range, the Employee shall be compensated at the
27 maximum step of the lower pay range.
28

29 b. Upon return to the position in which an Employee last held a
30 permanent appointment, a regular Employee who is demoted on a temporary
31 appointment basis or who is released from a new probationary appointment

1 following a demotion shall be compensated as though the Employee had
2 remained in the former position continuously.

3
4 D. Compensation Adjustment Upon Transfer.

5
6 1. "Transfer" means the movement of a regular Employee from the position
7 in which the Employee last held a permanent appointment to a vacant civil service
8 position which is in the same class or in a different class assigned to the same pay
9 range in the salary schedule.

10
11 2. A regular Employee who is transferred shall continue at the same basic
12 rate of pay.

13
14 E. Compensation Adjustment Upon Reallocation.

15
16 1. The following definitions shall be applicable to this paragraph:

17
18 a. "Reallocation downward" means the reallocation of a position to a
19 class assigned to a lower pay range in the salary schedule.

20
21 b. "Reallocation upward" means the reallocation of a position to a
22 class assigned to a higher pay range in the salary schedule.

23
24 2. Compensation following reallocation upwards shall be adjusted in the
25 manner as adjustments for promotion.

26
27 3. Compensation adjustment for a reallocation downwards shall be in the
28 manner prescribed in paragraph C.3. However, when downward reallocations are due
29 to disciplinary, involuntary, or voluntary reasons, the Employee's basic rate of pay shall
30 be adjusted in the manner as adjustments for disciplinary, involuntary, or voluntary
31 demotions, as applicable.

1
2 4. Compensation following reallocation of a position in a class to the same
3 pay range shall be adjusted in the manner of adjustments for transfer.

4
5 5. Upon return to the original classification of the Employee's position after a
6 temporary reallocation upward, the Employee shall be compensated at the rate the
7 Employee would have received were it not for the temporary reallocation.

8
9 F. Compensation Adjustment Upon Repricing.

10
11 1. The basic rate of pay of an Employee whose position is in a class which is
12 repriced to a higher pay range shall be adjusted in the manner as adjustments for
13 promotion.

14
15 2. The basic rate of pay of an Employee whose position is in a class which is
16 repriced to a lower pay range shall be adjusted in the manner as adjustments are
17 prescribed in paragraph C.3.

18
19 G. Compensation of Employees Selected from an Open Competitive List
20 Resulting from a Recruitment Above the Minimum.

21
22 Notwithstanding any paragraph in this Article, Employees selected through an
23 open competitive recruitment which permits hiring above the first step may be
24 compensated at a rate determined by the Employer upon their appointment from the
25 open competitive list; provided that the amount the Employee will receive is not less
26 than the amount the Employee would have received if the Employees were
27 compensated in accordance with the applicable paragraph.

28
29 H. Permanent Differential.

1 1. An Employee may be eligible for a permanent differential as may be
2 provided by Article 51.

3
4 2. The permanent differential shall not be considered part of an Employee's
5 basic rate of pay.

6
7 3. The differential shall not be further adjusted by subsequent salary
8 adjustments.

9
10 4. When an Employee with a permanent differential is promoted, demoted or
11 transferred, or whose position is reallocated to a class in a higher, the same or lower
12 pay range, the permanent differential shall be continued in the new pay range.

13
14 I. Compensation for Temporary Assignment Performed.

15
16 Compensation for temporary assignment shall be as follows:

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

24
25 2. An Employee who performs a temporary assignment involving a position
26 assigned to the same or lower pay range in the salary schedule shall continue to be
27 compensated at the Employee's basic rate of pay prior to the temporary assignment.

28
29 3. Whenever a temporary assignment involves the assumption of duties and
30 responsibilities of an exempt position not assigned to a salary range (regardless of
31 whether the exempt position is within the bargaining unit or outside of the bargaining

1 unit), Employees will be compensated at the prescribed statutory rate of pay if such rate
2 is higher than the Employee's existing basic rate of pay. If there is no prescribed
3 statutory rate, the appointing authority may exercise discretion in setting compensation
4 for the temporary assignment; provided, the compensation shall be no less than the
5 Employee's basic rate of pay.

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

12
13 The maximum rate for the class to which temporary assignment is made is higher
14 than the Employee's existing rate; provided, the dollar difference between the two is
15 more than five percent (5%) of the Employee's existing basic rate of pay.

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

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

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

3
4 6. Compensation adjustments shall not be provided for the following:

5
6 a. An Employee whose position includes assuming the duties and
7 responsibilities of the Employee's superior in the absence of the superior and
8 which assignment is recognized in the Employee's position classification and
9 pricing.

10
11 b. An Employee who performs duties in accordance with the terms of
12 a formal training agreement entered into with the Employee's department head
13 and approved by the director.

14
15 J. Temporary Differential and Demotion Differential Pay.

16
17 1. Temporary Differential Pay.

18
19 a. An Employee shall be eligible for temporary differential pay as may
20 be provided in this Article. The amount of TD pay shall be the difference
21 between the Employee's basic rate of pay prior to the action taken and the
22 Employee's new basic rate of pay.

23
24 b. The TD pay shall not be considered part of an Employee's basic
25 rate of pay.

26
27 c. The TD pay shall be reduced by an amount equal to any
28 adjustment in the Employee's basic rate of pay due to promotion, upward
29 reallocation, or repricing upward actions. When the adjustment due to these
30 actions is greater than or equal to the TD pay, the TD pay shall be terminated.

1 d. When an Employee with TD pay is demoted or transferred, or
2 whose position is reallocated to a class in the same or lower pay range, the TD
3 shall be continued in the new pay range.
4

5 2. Demotion Differential Pay.
6

7 a. An Employee may be eligible for demotion differential (DD) pay as
8 provided in this Article. The amount of DD pay shall be the difference between
9 the Employee's basic rate of pay prior to a demotion and the Employee's new
10 basic rate of pay.
11

12 b. The DD pay shall not be considered part of the Employee's basic
13 rate of pay.
14

15 c. When an Employee with DD pay is promoted, reallocated upward,
16 or repriced upward, the DD pay shall be reduced by an amount equal to any
17 adjustment in the Employee's basic rate of pay. When the adjustment due to
18 these actions is greater than or equal to the DD pay, the DD pay shall be
19 terminated.
20

21 d. When an Employee with DD pay receives a step movement, the
22 DD pay shall be continued except when the sum of the Employee's new basic
23 rate of pay and existing DD pay is greater than or equal to the maximum of the
24 Employee's salary range, the new DD pay shall equal the greater of:
25

26 1) The maximum of the Employee's existing salary range minus
27 the Employee's new basic rate of pay; or
28

29 2) The sum of the Employee's existing basic rate of pay and
30 existing DD pay, minus the Employee's new basic rate of pay.
31

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

4
5 K. Compensation Adjustment for Non-Regular Employees.

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

11
12 2. A non-regular Employee who is moved from the position in which the
13 Employee was serving a probational appointment to another position assigned to the
14 same salary range shall continue at the same basic rate of pay.

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

20
21 4. Non-regular Employees serving temporary appointments who are
22 converted to initial probational or permanent appointments in the same positions that
23 the Employees were serving temporary appointments will continue to receive the same
24 basic rate of pay they were receiving while serving temporary appointment.

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

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

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

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

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

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

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

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

24
25 M. Compensation Adjustment for Employees Moving to Exempt
26 Appointments.

27
28 Movements of Employees to exempt positions shall not be classified as
29 promotions, transfers, or demotions, but shall be considered as new appointments and
30 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 N. Compensation Adjustments for Regular Employees Serving Limited Term
8 Appointments, Temporary Appointments, or New Probational Appointments, in Another
9 Position.

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

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

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

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

1 O. 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 P. Step Movements.

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

27
28 2. The following definitions shall be applicable to this paragraph:
29

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

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

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

11
12 a. "Service" means 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 13 or which would have been included in bargaining unit 13 were
15 it not excluded there from, 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 3.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 4. Determining Step Movement Date.

13
14 a. Subject to adjustment for all periods of time not creditable as
15 provided in subparagraph 3.c, the step movement date shall be determined as
16 follows:

17
18 1) For Employees in the bargaining unit as of June 30, 1993,
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, 1993, 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, 1993, 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 4.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 **5. 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 amended as specified in the
15 following; provided that time earned at a step, shall be credited toward eligibility for a
16 step movement in the following:

17

18 Existing	19 Minimum No. of Years of Creditable Service
20 <u>Step</u>	21 <u>at Existing Step Before Movement to Next Step</u>
22 C	23 2
24 D	25 2
26 E	27 2
28 F	29 3
30 G	31 3
H	3
I	3
J	3
K	3

30 Effective July 1, 2008, the minimum number of years of satisfactory creditable service
31 required for advancement to the next higher step shall be amended as specified in the

1 following; provided that time earned at a step in the above shall be credited toward
 2 eligibility for a step movement in the following:

Existing Step	Minimum No. of Years of Creditable Service at Existing Step Before Movement to Next Step
C	2
D	2
E	2
F	3
G	3
H	3
I	3
J	3
K	3
L	3 and also 27 or more years of creditable service in the bargaining unit

19 **Effective July 1, 2023, the minimum number of years of satisfactory creditable**
 20 **service required for advancement to the next higher step shall be amended as**
 21 **specified in the following; provided that time earned at a step in the above shall**
 22 **be credited toward eligibility for a step movement in the following:**

<u>Existing</u> <u>Step</u>	<u>Minimum No. of Years of Creditable Service</u> <u>at Existing Step Before Movement to Next Step</u>
<u>D</u>	<u>2</u>
<u>E</u>	<u>2</u>
<u>F</u>	<u>3</u>
<u>G</u>	<u>3</u>
<u>H</u>	<u>3</u>
<u>I</u>	<u>3</u>

J	3
K	3
L	3 and also 27 or more
	<u>years of creditable</u>
	<u>service</u>
	<u>in the bargaining unit</u>

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

6. Effect of Personnel Actions.

a. Promotion, Demotion, Reallocation or Repricing

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

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

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

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

1 An Employee who returns to the Employee's permanent position following
2 release from a limited term, provisional or new probationary appointment,
3 whether from a position within the bargaining unit or from a position outside the
4 bargaining unit, shall be credited with service rendered as though the Employee
5 had remained in the former position continuously.
6

7 **7. Crediting Service Applicable for Step Movement Beginning July 1, 1995.**
8

9 a. For Employees in the bargaining unit as of June 30, 1993, time
10 earned toward eligibility for a step movement under this paragraph shall begin
11 with service rendered as of July 1, 1993.
12

13 b. For Employees who entered the bargaining unit on or after July 1,
14 1993, time earned toward eligibility for a step movement under this paragraph
15 shall begin with service rendered from the date the Employee entered the
16 bargaining unit.
17

18 c. Step movements under this paragraph shall take place no earlier
19 than July 1, 1995.
20

21 **8. Crediting Service Applicable for Step Movement Beginning July 1, 2003**
22 **for Employees who received shredding adjustments from July 2, 2001 to June 30, 2003.**
23

24 Employees who received shredding adjustments on July 2, 2001 (Mass Shred)
25 and/or their step movement dates from July 2, 2001 to June 30, 2003 (individual shred)
26 shall be credited with time earned toward eligibility for step movement under Paragraph
27 P of Article 14, Compensation Adjustments from service rendered as of the later of the
28 following dates:
29

1 a. the date from July 1, 1999 to July 1, 2001 that the Employee met
2 the minimum years of creditable service for the step on which the Employee was
3 placed in the mass shred on July 2, 2001.

4
5 OR

6
7 b. the service anniversary date from July 2, 2001 to June 30, 2003
8 that the Employee received an individual shred adjustment.

9
10 Q. Other Compensation Adjustments.

11
12 Compensation adjustments not expressly provided for by this Agreement but
13 necessitated by authorized personnel movements or situations shall be made by the
14 chief personnel or human resources executive, as applicable; provided that consultation
15 shall take place with the Union prior to effecting any adjustments under this paragraph.

Bargaining Unit 14
TENTATIVE AGREEMENT
Union RP
Employer HW
Date 6/7/22

ARTICLE 14 – COMPENSATION ADJUSTMENT

A. General Provisions.

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

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

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

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

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

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

7

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

13

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

19

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

27

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

31

1 B. Compensation Adjustment Upon Promotion.

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

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

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

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

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

24
25 C. Compensation Adjustment Upon Demotion.

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

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

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

3
4 b. "Demotion due to a reorganization" means a demotion of an
5 Employee as a result of a reorganization action.

6
7 c. "Demotion to avoid layoff" means a demotion accepted by an
8 Employee to avoid being laid off.

9
10 d. "Disciplinary demotion" means a demotion action taken by the
11 appointing authority for disciplinary reasons.

12
13 e. "Involuntary demotion" means a demotion action taken by the
14 appointing authority due to the Employee's inability to perform the duties and
15 responsibilities of the Employee's position, or due to the Employee's failure to
16 meet qualification requirements for the position.

17
18 f. "Non-service connected disability demotion" means the movement
19 of an Employee to a vacant civil service position assigned to a class with a lower
20 pay range in the salary schedule, due to a disability sustained by the Employee
21 other than while performing the duties and responsibilities of the Employee's
22 position.

23
24 g. "Service connected disability demotion" means the movement of a
25 regular Employee or an Employee serving an initial probationary period to a
26 vacant civil service position assigned to a class with a lower pay range in the
27 salary schedule, due to a disability sustained by the Employee while performing
28 the duties and responsibilities of the Employee's position.

29
30 h. "Voluntary demotion" means a demotion requested by an
31 Employee and granted by the appointing authority.

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2. Disciplinary or Involuntary Demotion.

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

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

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

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

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

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.

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 service
3 connected disability demotion, shall be compensated as follows:
4

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

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

17 4. Non-Service Connected Disability Demotion.
18

19 a. Prior to July 1, 2020, an Employee who receives a non-service
20 connected disability demotion shall be compensated as provided below:
21

22 1) A regular Employee who has fifteen (15) or more years of
23 continuous service in the civil service of the Employee's governmental
24 jurisdiction shall retain the Employee's basic rate of pay; provided that:
25

26 a) If the Employee's basic rate of pay falls between two
27 (2) steps in the lower pay range, the Employee shall be
28 compensated at the step in the lower pay range whose rate is
29 immediately below the Employee's basic rate of pay and shall be
30 entitled to a temporary differential.
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b) If the Employee's basic rate of pay falls above the maximum step in the lower pay range, the Employee shall be compensated at the maximum step and shall be entitled to a temporary differential.

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

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

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

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

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

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

16
17 5. Voluntary Demotion.

18
19 a. A regular Employee who accepts a voluntary demotion shall be
20 compensated as follows:

21
22 1) For voluntary demotions involving a movement of three (3)
23 or less pay ranges, the Employee shall be compensated at the
24 corresponding step in the lower pay range.

25
26 2) For voluntary demotions involving a movement of more than
27 three (3) pay ranges, the Employee shall be compensated at the step in
28 the lower pay range which is equal to the rate for voluntary demotions
29 involving three (3) pay ranges. If such rate falls above the maximum step
30 in the lower pay range, the Employee shall be compensated at the
31 maximum step of the lower pay range.

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

D. Compensation Adjustment Upon Transfer.

1. "Transfer" 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 which is in the same class or in a different class assigned to the same pay range in the salary schedule.

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

E. Compensation Adjustment Upon Reallocation.

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

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

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

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

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

7 4. Compensation following reallocation of a position in a class to the same
8 pay range shall be adjusted in the manner of adjustments for transfer.
9

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

14 F. Compensation Adjustment Upon Repricing.
15

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

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

24 G. Compensation of Employees Selected from an Open Competitive List
25 Resulting from a Recruitment Above the Minimum.
26

27 Notwithstanding any paragraph in this Article, Employees selected through an
28 open competitive recruitment which permits hiring above the first step may be
29 compensated at a rate determined by the Employer upon their appointment from the
30 open competitive list; provided that the amount the Employee will receive is not less

1 than the amount the Employee would have received if the Employees were
2 compensated in accordance with the applicable paragraph.

3
4 H. Compensation for Temporary Assignment Performed.

5
6 Compensation for temporary assignment shall be as follows:
7

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

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

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

28 4. Whenever a temporary assignment is made for an exempt Employee
29 whose position is not assigned to the salary schedule, and whose temporary
30 assignment involves the assumption of the significant duties and responsibilities of a

1 position assigned to a salary schedule outside of the bargaining unit, the following will
2 be used to determine whether the assignment is to a higher pay range:

3

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

7

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

14

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

17

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

22

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

25

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

27

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

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

5
6 I. Temporary Differential and Demotion Differential Pay.

7
8 1. Temporary Differential Pay.

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

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

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

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

26
27 2. Demotion Differential Pay.

28
29 a. An Employee may be eligible for demotion differential (DD) pay as
30 provided in this Article. The amount of DD pay shall be the difference between
31 the Employee's basic rate of pay prior to a demotion and the Employee's new

1 basic rate of pay.

2
3 b. The DD pay shall not be considered part of the Employee's basic
4 rate of pay.

5
6 c. When an Employee with DD pay is promoted, reallocated upward,
7 or repriced upward, the DD pay shall be reduced by an amount equal to any
8 adjustment in the Employee's basic rate of pay. When the adjustment due to
9 these actions is greater than or equal to the DD pay, the DD pay shall be
10 terminated.

11
12 d. When an Employee with DD pay receives a step movement, the
13 DD pay shall be continued except when the sum of the Employee's new basic
14 rate of pay and existing DD pay is greater than or equal to the maximum of the
15 Employee's salary range, the new DD pay shall equal the greater of:

16
17 1) The maximum of the Employee's existing salary range minus
18 the Employee's new basic rate of pay; or

19
20 2) The sum of the Employee's existing basic rate of pay and
21 existing DD pay, minus the Employee's new basic rate of pay.

22
23 e. When an Employee with DD pay is demoted, transferred, or
24 reallocated to a class in the same or lower pay range, the DD pay shall be
25 continued in the new pay range.

26
27 J. Compensation Adjustment for Non-Regular Employees.

28
29 1. Movements of non-regular Employees to other civil service positions shall
30 not be classified as promotions, transfers, or demotions, but shall be considered as new

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

3

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

7

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

12

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

17

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

21

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

25

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

28

29 1. Exempt Employees who move to civil service positions or who are granted
30 civil service status pursuant to legislation shall not have the transaction considered as
31 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 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,

30

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

26
27 a. "Step movement" means the movement of an Employee to the next
28 step within the same pay range which rate immediately exceeds the Employee's
29 basic rate of pay.

1 b. "Step movement date" means the date the Employee is to be
2 granted a step movement after rendering the minimum number of years of
3 creditable service.

4
5 3. In determining creditable service for step movement, the following shall
6 apply:

7
8 a. "Service" means:

9
10 1) For employees who become excluded from bargaining unit
11 14 on February 22, 2016 as a result of Act 137, SLH 2013; employment
12 service on a step in any Employer jurisdiction in an existing or former
13 position which is or has been included in bargaining unit 3 or 4 prior to
14 February 22, 2016 or bargaining unit 14 on or after February 22, 2016 or
15 which would have been included in bargaining unit 3 or 4 or 14 were it not
16 excluded therefrom, provided there is no break in service.

17
18 2) For employees who enter or re-enter a position excluded
19 from bargaining unit 14 after February 22, 2016, employment service on a
20 step in any Employer jurisdiction in an existing or former position which is
21 or has been included in bargaining unit 14 or which would have been
22 included in bargaining unit 14 were it not excluded therefrom, provided
23 there is no break in service.

24
25 b. "Break in service," for purposes of this paragraph, means a
26 separation from service or a movement out of the bargaining unit; provided that a
27 new appointment within the bargaining unit on the next consecutive work day
28 shall not constitute a break in service.

29
30 c. Service throughout a work year shall be creditable for a step
31 movement provided that the following shall be considered time not creditable:

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- 1) absences without pay, except as provided in subparagraph 3.d. below;
- 2) absences due to suspension; or
- 3) any period of substandard performance.

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

- 1) to be on sabbatical leave;
- 2) to recuperate from an injury for which workers' compensation weekly payments are made, or
- 3) to be on military service where the President of the United States or the governor of the State has called the Employee to active duty.

4. Determining Step Movement Date.

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

- 1) For Employees who move to excluded bargaining unit 14 on February 22, 2016, as a result of Act 137, SLH 2014; the step movement date shall be determined by the Employee's step movement date in the excluded bargaining unit 03 or excluded bargaining unit 04 on February 21, 2016.

1 2) For Employees who enter or re-enter a position in the
2 excluded bargaining unit after February 22, 2016, the step movement date
3 shall be determined by the date the Employee initially entered or re-
4 entered a position in the excluded bargaining unit.

5
6 b. The Employee's step movement date determined under 4.a. shall
7 not be adjusted upon movement to another position in the bargaining unit without
8 a break in service, regardless of Employer jurisdiction.

9
10 5. Eligibility for Step Movement.

11
12 a. Any Employee who is at a step or rate below the maximum step of
13 the pay range shall be eligible for and shall receive a step movement on the
14 Employee's step movement date, provided the Employee has completed the
15 minimum number of years of satisfactory creditable service required for
16 advancement to the next higher step.

17
18 1) Effective February 22, 2016, the minimum number of years
19 of satisfactory creditable service required for advancement to the next
20 higher step shall be as specified in the following:

	Minimum No. of Years	
Existing	of Creditable Service at Existing Step	
Step	Before Movements to Next Step	
A		1
B		1
C		2
D		3
E		3
F		3

1	G	3
2	H	3
3	I	3
4	J	3
5	K	3
6	L	3
7		

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

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

27

28 3) **Effective July 1, 2023, the minimum number of years of**
29 **satisfactory creditable service required for advancement to the next**
30 **higher step shall be as specified in the following:**

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

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

6. Effect of Personnel Actions.

a. Promotion, Demotion, Reallocation or Repricing

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

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

[Click to return to EO](#)

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

4
5 c. Return to Position Following Release from Limited Term, or New
6 Probationary Appointment

7
8 An Employee who returns to the Employee's permanent position following
9 release from a limited term or new probationary appointment, whether from a
10 position within the bargaining unit or from a position outside the bargaining unit,
11 shall be credited with service rendered as though the Employee had remained in
12 the former position continuously.

13
14 P. Other Compensation Adjustments.

15
16 Compensation adjustments not expressly provided for by this document but
17 necessitated by authorized personnel movements or situations shall be made by the
18 chief personnel or human resources executive, as applicable.

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

Bargaining Unit 02
TENTATIVE AGREEMENT
Employer ^{kiw} _____
Union
Date 6/13/22

ARTICLE 54 – DURATION

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The Unit 02 Agreement shall be effective July 1, 2021 and shall remain in full force and effect to and including June 30, ~~[2023]~~2025. ~~[During the term of this Agreement, and not less than ninety (90) days before the beginning of the 2022 legislative session, the parties shall meet to continue bargaining in good faith on Article 51 – Salaries. This section shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.]~~ During the term of this Agreement, the parties shall meet on the Employer EUTF contributions for the plan years 2023-2024 and 2024-2025 by giving written notice to the other party of its intent to reopen by January 31, 2023.

~~[In the event the parties reach agreement on Article 51 – Salaries, such amendment shall be effective no earlier than July 1, 2022, and shall remain in effect to and including June 30, 2023.]~~ In the event the parties reach agreement on the Employer's contribution to EUTF, such amended article shall be effective no earlier than July 1, 2023, and shall remain in effect to and including June 30, 2025.

The entire Unit 02 Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 02 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, ~~[2022]~~2024. When the notice is given, negotiations for a new Unit 02 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

Bargaining Unit 03
TENTATIVE AGREEMENT
Employer KIW
Union RP
Date 6/7/22

ARTICLE 56 – DURATION

The Unit 03 Agreement shall be effective July 1, 2021 and shall remain in full force and effect to and including June 30, ~~[2023]~~**2025**. ~~[During the term of this Agreement, and not less than ninety (90) days before the beginning of the 2022 legislative session, the parties shall meet to continue bargaining in good faith on Article 53—Salaries. This section shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.] **During the term of this Agreement, the parties shall meet on the Employer EUTF contributions for the plan years 2023-2024 and 2024-2025 by giving written notice to the other party of its intent to reopen by January 31, 2023.**~~

~~[In the event the parties reach agreement on Article 53—Salaries, such amendment shall be effective no earlier than July 1, 2022, and shall remain in effect to and including June 30, 2023.] **In the event the parties reach agreement on the Employer's contribution to EUTF, such amended article shall be effective no earlier than July 1, 2023, and shall remain in effect to and including June 30, 2025.**~~

The entire Unit 03 Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 03 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, ~~[2022]~~**2024**. When the notice is given, negotiations for a new Unit 03 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

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 K/W
Union RP
Date 6/7/22

ARTICLE 54 – DURATION

The Unit 04 Agreement shall be effective July 1, 2021 and shall remain in full force and effect to and including June 30, ~~[2023]~~2025. ~~[During the term of this Agreement, and not less than ninety (90) days before the beginning of the 2022 legislative session, the parties shall meet to continue bargaining in good faith on Article 51—Salaries or other compensation in lieu of salaries or as a portion of salaries. This section(s) shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.]~~ **During the term of this Agreement, the parties shall meet on the Employer EUTF contributions for the plan years 2023-2024 and 2024-2025 by giving written notice to the other party of its intent to reopen by January 31, 2023.**

~~[In the event the parties reach agreement on Article 51—Salaries or other compensation in lieu of salaries or as a portion of salaries, such amendment(s) shall be effective no earlier than July 1, 2022, and shall remain in effect to and including June 30, 2023.]~~ **In the event the parties reach agreement on the Employer's contribution to EUTF, such amended article shall be effective no earlier than July 1, 2023, and shall remain in effect to and including June 30, 2025.** The entire Unit 04 Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 04 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, ~~[2022]~~2024. When the notice is given, negotiations for a new Unit 04 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

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

Attachment T

Bargaining Unit 9
TENTATIVE AGREEMENT
Employer *rw*
Union *RP*
Date 5/12/22

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ARTICLE ~~60~~61 – DURATION

The Unit 09 Agreement shall be effective July 1, 20~~19~~21 and shall remain in full force and effect to and including June 30, 20~~21~~25. During the term of this Agreement, the parties shall meet on the Employer EUTF contributions for the plan years 2023-2024 and 2024-2025 by giving written notice to the other party of its intent to reopen by January 31, 2023.

In the event the parties reach agreement on the Employer’s contribution to EUTF, such amended article shall be effective no earlier than July 1, 2023, and shall remain in effect to and including June 30, 2025. The entire Unit 09 Agreement [H] shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 09 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, 20~~20~~24. When the notice is given, negotiations for a new Unit 09 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

This adjustment is applicable to civil service and exempt employees excluded from BU 13 and EMCP employees excluded from BU 13.

Attachment U

Bargaining Unit 13
TENTATIVE AGREEMENT
Employer ^{R/W}
Union OP
Date 6/13/22

ARTICLE 54 – DURATION

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The Unit 13 Agreement shall be effective July 1, 2021 and shall remain in full force and effect to and including June 30, ~~2023~~**2025**. ~~[During the term of this Agreement, and not less than ninety (90) days before the beginning of the 2022 legislative session, the parties shall meet to continue bargaining in good faith on Article 51— Salaries or other compensation in lieu of salaries or as a portion of salaries. This section(s) shall be negotiated pursuant to Section 89-10, HRS and Section 89-11, HRS.]~~ **During the term of this Agreement, the parties shall meet on the Employer EUTF contributions for the plan years 2023-2024 and 2024-2025 by giving written notice to the other party of its intent to reopen by January 31, 2023.**

~~[In the event the parties reach agreement on Article 51— Salaries or other compensation in lieu of salaries or as a portion of salaries, such amendment(s) shall be effective no earlier than July 1, 2022, and shall remain in effect to and including June 30, 2023.]~~ **In the event the parties reach agreement on the Employer’s contribution to EUTF, such amended article shall be effective no earlier than July 1, 2023, and shall remain in effect to and including June 30, 2025.** The entire Unit 13 Agreement shall be renewed thereafter in accordance with statutes unless either party hereto gives written notice to the other party of its desire to modify, amend, or terminate the Unit 13 Agreement.

Notices and proposals shall be in writing and shall be presented to the other party between June 15 and June 30, ~~2022~~**2024**. When the notice is given, negotiations for a new Unit 13 Agreement shall commence on a mutually agreeable date following the exchange of written proposals.

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				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2022

Bargaining Unit: 30, 31, 32, 33, 34, 35, 37 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	80,532	134,004	EM 07	Annual	107,904	179,592
	Monthly	6,711	11,167		Monthly	8,992	14,966
	8 hour	309.76	515.44		8 hour	415.04	690.72
	Hourly	38.72	64.43		Hourly	51.88	86.34
EM 02	Annual	84,504	140,748	EM 08	Annual	113,292	188,604
	Monthly	7,042	11,729		Monthly	9,441	15,717
	8 hour	325.04	541.36		8 hour	435.76	725.44
	Hourly	40.63	67.67		Hourly	54.47	90.68
EM 03	Annual	88,776	147,756	ES 01	Annual	116,724	194,244
	Monthly	7,398	12,313		Monthly	9,727	16,187
	8 hour	341.44	568.32		8 hour	448.96	747.12
	Hourly	42.68	71.04		Hourly	56.12	93.39
EM 04	Annual	93,216	155,124	ES 02	Annual	120,204	200,040
	Monthly	7,768	12,927		Monthly	10,017	16,670
	8 hour	358.56	596.64		8 hour	462.32	769.36
	Hourly	44.82	74.58		Hourly	57.79	96.17
EM 05	Annual	97,908	162,900	ES 03	Annual	123,840	206,076
	Monthly	8,159	13,575		Monthly	10,320	17,173
	8 hour	376.56	626.56		8 hour	476.32	792.64
	Hourly	47.07	78.32		Hourly	59.54	99.08
EM 06	Annual	102,756	169,836				
	Monthly	8,563	14,153				
	8 hour	395.20	653.20				
	Hourly	49.40	81.65				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2023

Bargaining Unit: 30, 31, 32, 33, 34, 35, 37 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	87,108	139,368	EM 07	Annual	116,712	186,780
	Monthly	7,259	11,614		Monthly	9,726	15,565
	8 hour	335.04	536.00		8 hour	448.88	718.40
	Hourly	41.88	67.00		Hourly	56.11	89.80
EM 02	Annual	91,404	146,376	EM 08	Annual	122,532	196,152
	Monthly	7,617	12,198		Monthly	10,211	16,346
	8 hour	351.52	562.96		8 hour	471.28	754.40
	Hourly	43.94	70.37		Hourly	58.91	94.30
EM 03	Annual	96,024	153,672	ES 01	Annual	126,252	202,008
	Monthly	8,002	12,806		Monthly	10,521	16,834
	8 hour	369.36	591.04		8 hour	485.60	776.96
	Hourly	46.17	73.88		Hourly	60.70	97.12
EM 04	Annual	100,824	161,328	ES 02	Annual	130,008	208,044
	Monthly	8,402	13,444		Monthly	10,834	17,337
	8 hour	387.76	620.48		8 hour	500.00	800.16
	Hourly	48.47	77.56		Hourly	62.50	100.02
EM 05	Annual	105,900	169,416	ES 03	Annual	133,944	214,320
	Monthly	8,825	14,118		Monthly	11,162	17,860
	8 hour	407.28	651.60		8 hour	515.20	824.32
	Hourly	50.91	81.45		Hourly	64.40	103.04
EM 06	Annual	111,144	176,628				
	Monthly	9,262	14,719				
	8 hour	427.44	679.36				
	Hourly	53.43	84.92				

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
SALARY SCHEDULE

Effective Date: 07/01/2024

Bargaining Unit: 30, 31, 32, 33, 34, 35, 37 Excluded Managerial

		Min	Max			Min	Max
EM 01	Annual	90,240	144,372	EM 07	Annual	120,900	193,488
	Monthly	7,520	12,031		Monthly	10,075	16,124
	8 hour	347.04	555.28		8 hour	465.04	744.16
	Hourly	43.38	69.41		Hourly	58.13	93.02
EM 02	Annual	94,680	151,632	EM 08	Annual	126,936	203,196
	Monthly	7,890	12,636		Monthly	10,578	16,933
	8 hour	364.16	583.20		8 hour	488.24	781.52
	Hourly	45.52	72.90		Hourly	61.03	97.69
EM 03	Annual	99,468	159,192	ES 01	Annual	130,788	209,256
	Monthly	8,289	13,266		Monthly	10,899	17,438
	8 hour	382.56	612.24		8 hour	503.04	804.80
	Hourly	47.82	76.53		Hourly	62.88	100.60
EM 04	Annual	104,448	167,124	ES 02	Annual	134,676	215,508
	Monthly	8,704	13,927		Monthly	11,223	17,959
	8 hour	401.76	642.80		8 hour	518.00	828.88
	Hourly	50.22	80.35		Hourly	64.75	103.61
EM 05	Annual	109,704	175,500	ES 03	Annual	138,756	222,012
	Monthly	9,142	14,625		Monthly	11,563	18,501
	8 hour	421.92	675.04		8 hour	533.68	853.92
	Hourly	52.74	84.38		Hourly	66.71	106.74
EM 06	Annual	115,140	182,964				
	Monthly	9,595	15,247				
	8 hour	442.88	703.68				
	Hourly	55.36	87.96				

State of Hawaii
 DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
 LICENSED HEALTH CARE PROFESSIONAL SALARY SCHEDULE

Effective Date: 07/01/2020

Bargaining Unit: 13 Professional and Scientific Employees
 35 Excluded Managerial Compensation Plan

Zone A - Clinical Psychologist

		Min	Max
LHA1	Annual	67,200	167,220
	Monthly	5,600	13,935
	8 hour	258.48	643.12
	Hourly	32.31	80.39
LHA2	Annual	75,588	167,220
	Monthly	6,299	13,935
	8 hour	290.72	643.12
	Hourly	36.34	80.39

Zone B - Dentist

		Min	Max
LHB1	Annual	86,148	242,364
	Monthly	7,179	20,197
	8 hour	331.36	932.16
	Hourly	41.42	116.52
LHB2 (EMCP)	Annual	99,072	242,364
	Monthly	8,256	20,197
	8 hour	381.04	932.16
	Hourly	47.63	116.52

Zone C - Physician

Physician (excluding Psychiatrist)

LHC1	Annual	116,220	326,988
	Monthly	9,685	27,249
	8 hour	447.04	1,257.68
	Hourly	55.88	157.21
LHC2 (EMCP)	Annual	133,656	326,988
	Monthly	11,138	27,249
	8 hour	514.08	1,257.68
	Hourly	64.26	157.21

Physician (Psychiatrist) - Exempt from Civil Service

LHC3	Annual	199,884	326,988
	Monthly	16,657	27,249
	8 hour	768.80	1,257.68
	Hourly	96.10	157.21
LHC4	Annual	229,872	326,988
	Monthly	19,156	27,249
	8 hour	884.16	1,257.68
	Hourly	110.52	157.21

[Click to return to Attachment G](#)

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
LICENSED HEALTH CARE PROFESSIONAL SALARY SCHEDULE

Exhibit 6

Effective Date: 07/01/2022

Bargaining Unit: 13 Professional and Scientific Employees
35 Excluded Managerial Compensation Plan

Zone A - Clinical Psychologist

		Min	Max
LHA1	Annual	68,544	170,568
	Monthly	5,712	14,214
	8 hour	263.60	656.00
	Hourly	32.95	82.00
LHA2	Annual	77,100	170,568
	Monthly	6,425	14,214
	8 hour	296.56	656
	Hourly	37.07	82

Zone B - Dentist

		Min	Max
LHB1	Annual	87,876	247,212
	Monthly	7,323	20,601
	8 hour	338.00	950.80
	Hourly	42.25	118.85
LHB2 (EMCP)	Annual	101,052	247,212
	Monthly	8,421	20,601
	8 hour	388.64	950.8
	Hourly	48.58	118.85

Zone C - Physician

Physician (excluding Psychiatrist)

LHC1	Annual	118,548	333,528
	Monthly	9,879	27,794
	8 hour	455.92	1,282.80
	Hourly	56.99	160.35
LHC2 (EMCP)	Annual	136,332	333,528
	Monthly	11,361	27,794
	8 hour	524.32	1,282.80
	Hourly	65.54	160.35

Physician (Psychiatrist) - Exempt from Civil Service

LHC3	Annual	203,880	333,528
	Monthly	16,990	27,794
	8 hour	784.16	1,282.80
	Hourly	98.02	160.35
LHC4	Annual	234,468	333,528
	Monthly	19,539	27,794
	8 hour	901.84	1,282.80
	Hourly	112.73	160.35

[Click to return to Attachment G](#)

State of Hawaii
DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
LICENSED HEALTH CARE PROFESSIONAL SALARY SCHEDULE

Exhibit 7

Effective Date: 07/01/2023

Bargaining Unit: 13 Professional and Scientific Employees
35 Excluded Managerial Compensation Plan

Zone A - Clinical Psychologist

		Min	Max
LHA1	Annual	74,136	177,396
	Monthly	6,178	14,783
	8 hour	285.12	682.32
	Hourly	35.64	85.29
LHA2	Annual	83,388	177,396
	Monthly	6,949	14,783
	8 hour	320.72	682.32
	Hourly	40.09	85.29

Zone B - Dentist

		Min	Max
LHB1	Annual	95,052	257,100
	Monthly	7,921	21,425
	8 hour	365.60	988.88
	Hourly	45.70	123.61
LHB2 (EMCP)	Annual	109,296	257,100
	Monthly	9,108	21,425
	8 hour	420.40	988.88
	Hourly	52.55	123.61

Zone C - Physician

Physician (excluding Psychiatrist)

LHC1	Annual	128,220	346,872
	Monthly	10,685	28,906
	8 hour	493.12	1,334.16
	Hourly	61.64	166.77
LHC2 (EMCP)	Annual	147,456	346,872
	Monthly	12,288	28,906
	8 hour	567.12	1,334.16
	Hourly	70.89	166.77

Physician (Psychiatrist) - Exempt from Civil Service

LHC3	Annual	220,512	346,872
	Monthly	18,376	28,906
	8 hour	848.16	1,334.16
	Hourly	106.02	166.77
LHC4	Annual	253,596	346,872
	Monthly	21,133	28,906
	8 hour	975.36	1,334.16
	Hourly	121.92	166.77

[Click to return to Attachment G](#)

State of Hawaii
 DEPARTMENT OF HUMAN RESOURCES DEVELOPMENT
 LICENSED HEALTH CARE PROFESSIONAL SALARY SCHEDULE

Exhibit 8

Effective Date: 07/01/2024

Bargaining Unit: 13 Professional and Scientific Employees
 35 Excluded Managerial Compensation Plan

Zone A - Clinical Psychologist

		Min	Max
LHA1	Annual	76,800	183,768
	Monthly	6,400	15,314
	8 hour	295.36	706.80
	Hourly	36.92	88.35
LHA2	Annual	86,376	183,768
	Monthly	7,198	15,314
	8 hour	332.24	706.8
	Hourly	41.53	88.35

Zone B - Dentist

		Min	Max
LHB1	Annual	98,460	266,328
	Monthly	8,205	22,194
	8 hour	378.72	1024.32
	Hourly	47.34	128.04
LHB2 (EMCP)	Annual	113,220	266,328
	Monthly	9,435	22,194
	8 hour	435.44	1024.32
	Hourly	54.43	128.04

Zone C - Physician

Physician (excluding Psychiatrist)

LHC1	Annual	132,828	359,328
	Monthly	11,069	29,944
	8 hour	510.88	1,382.00
	Hourly	63.86	172.75
LHC2 (EMCP)	Annual	152,748	359,328
	Monthly	12,729	29,944
	8 hour	587.52	1,382.00
	Hourly	73.44	172.75

Physician (Psychiatrist) - Exempt from Civil Service

LHC3	Annual	228,432	359,328
	Monthly	19,036	29,944
	8 hour	878.56	1,382.00
	Hourly	109.82	172.75
LHC4	Annual	262,704	359,328
	Monthly	21,892	29,944
	8 hour	1010.40	1,382.00
	Hourly	126.30	172.75

[Click to return to Attachment G](#)