

Bargaining Unit 2  
TENTATIVE AGREEMENT  
Employer JICN  
Union UAW  
Date 4/17/15

ARTICLE 51 – SALARIES

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

**A. The salary schedule in effect on June 30, 2015 shall be designated as Exhibit A.**

**B. Subject to the approval of the respective legislative bodies and effective July 1, 2015:**

**1. Step Movement:**

**Employees who become eligible for step movements during the period of July 1, 2015 through June 30, 2016 in accordance with Paragraph O. of Article 14, Compensation Adjustments, shall receive their step movement on the first day of the pay period immediately following the completion of the required years of continuous creditable service.**

**2. Salary Schedule:**

**a. The salary schedule designated as Exhibit A shall be amended to reflect a three-tenths of one percent (.3%) increase.**

**b. Following B.2.a. above, and notwithstanding Paragraph O. of Article 14, Compensation Adjustments, Employees on Steps A and L1 shall be placed on Step L2 of the corresponding pay range.**

1           **c.    Thereafter, Steps A, L1, and L5 shall be deleted from the**  
2 **salary schedule.**

3  
4           **d.    Steps L2, L3, and L4 shall be designated as Steps A1, B1,**  
5 **and C1, respectively and such amended salary schedule shall be**  
6 **designated as Exhibit B.**

7  
8           **e.    Employees shall be placed on the corresponding pay range**  
9 **and step of Exhibit B.**

10  
11           **f.    Employees formerly on Step L5 shall no longer be**  
12 **compensated on a step on the salary schedule.**

13  
14           **g.    Employees not administratively assigned to the salary**  
15 **schedule shall receive a three-tenths of one percent (.3%) pay increase.**

16  
17           **3.    Lump Sum Payment. The following Employees shall receive a**  
18 **one-time lump sum payment equal to two percent (2%) of the employee's**  
19 **annual basic rate of pay as of July 1, 2015 provided that Employees who are**  
20 **less than full-time shall receive a prorated amount of this lump sum payment.**

21  
22           **a.    Employees on Step L5 as of June 30, 2015;**

23  
24           **b.    Employees not administratively assigned to the salary**  
25 **schedule who were employed prior to July 1, 2015 and, who on July 1,**  
26 **2015 continues to be in the same position and not administratively**  
27 **assigned to the salary schedule; and**

28  
29           **c.    Employees who were employed prior to July 1, 2015 but are**  
30 **not scheduled to receive a step movement during the period July 1, 2015**

1 through June 30, 2016 and who did not receive any step movement on  
2 July 1, 2015 pursuant to B.2.b.

3  
4 C. Subject to the approval of the respective legislative bodies and  
5 effective October 1, 2015:

6  
7 1. The salary schedule designated as Exhibit B shall be amended to  
8 reflect a two percent (2%) increase and such amended schedule shall be  
9 designated as Exhibit C.

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

13  
14 3. Employees who were formerly on Step L5 shall receive a two  
15 percent (2%) pay increase.

16  
17 4. Employees not administratively assigned to the salary schedule  
18 shall receive a two percent (2%) pay increase.

19  
20 D. Subject to the approval of the respective legislative bodies and  
21 effective April 1, 2016:

22  
23 1. The salary schedule designated as Exhibit C shall be amended to  
24 reflect a two percent (2%) increase and such amended schedule shall be  
25 designated as Exhibit D.

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

29

1           **3. Employees who were formerly on Step L5 shall receive a two**  
2 **percent (2%) pay increase.**

3  
4           **4. Employees not administratively assigned to the salary schedule**  
5 **shall receive a two percent (2%) pay increase.**

6  
7           **E. Subject to the approval of the respective legislative bodies and**  
8 **effective July 1, 2016, Employees who are eligible for step movements during**  
9 **the period of July 1, 2016 through June 30, 2017 in accordance with Paragraph**  
10 **O. of Article 14, Compensation Adjustments, shall receive their step movement**  
11 **on the first day of the pay period immediately following the completion of the**  
12 **required years of continuous creditable service.**

13  
14           **F. Subject to the approval of the respective legislative bodies and**  
15 **effective October 1, 2016:**

16  
17           **1. The salary schedule designated as Exhibit D shall be amended to**  
18 **reflect a two percent (2%) increase and such amended schedule shall be**  
19 **designated as Exhibit E.**

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

23  
24           **3. Employees who were formerly on Step L5 shall receive a two**  
25 **percent (2%) pay increase.**

26  
27           **4. Employees not administratively assigned to the salary schedule**  
28 **shall receive a two percent (2%) pay increase.**

29

1           **G. Subject to the approval of the respective legislative bodies and**  
2 **effective April 1, 2017:**

3  
4           **1. The salary schedule designated as Exhibit E shall be amended to**  
5 **reflect a two percent (2%) increase and such amended schedule shall be**  
6 **designated as Exhibit F.**

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

10  
11           **3. Employees who were formerly on Step L5 shall receive a two**  
12 **percent (2%) pay increase.**

13  
14           **4. Employees not administratively assigned to the salary schedule**  
15 **shall receive a two percent (2%) pay increase.**

16  
17           **H. Employees formerly on Step L5 shall no longer be on a rate of pay**  
18 **on the salary schedule and their compensation shall be administered in a**  
19 **separate Memorandum of Agreement.**



1           **Adjustment, shall receive their step movements on their step**  
2           **movement dates.**

3  
4           **c. Employees who were eligible for step movements from**  
5           **July 1, 2009 through June 30, 2015 in accordance with**  
6           **Paragraph O. of Article 14, Compensation Adjustment, shall be**  
7           **credited for service towards step movements as though step**  
8           **movements were granted through the entire period from**  
9           **July 1, 2009 through June 30, 2015.**

10  
11           **2. Lump Sum Payment:**

12  
13           **a. The following Employees shall receive a one-time lump**  
14           **sum payment of one thousand five hundred (\$1,500) dollars;**  
15           **provided that, Employees who are less than full-time shall receive**  
16           **a prorated amount:**

17  
18                   **1) Employees on the maximum step as of**  
19                   **June 30, 2015;**

20  
21                   **2) Employees not administratively assigned to the**  
22                   **salary schedule who were employed prior to July 1, 2015**  
23                   **and, who on July 1, 2015 continues to be in the same**  
24                   **position and not administratively assigned to the salary**  
25                   **schedule; and**

26  
27                   **3) Employees who were employed prior to July 1, 2015**  
28                   **but are not scheduled to receive a step movement during**  
29                   **the period July 1, 2015 through June 30, 2016 and who did**  
30                   **not receive any step movement on July 1, 2015 pursuant to**  
31                   **B.1.a. and/or B.1.b.**

1  
2 **C. Subject to the approval of the respective legislative bodies and**  
3 **effective July 1, 2016:**

4  
5 **1. Step Movement:**

6  
7 **Employees who are eligible for step movements during the period**  
8 **of July 1, 2016 through June 30, 2017 in accordance with**  
9 **Paragraph O. of Article 14, Compensation Adjustment, shall**  
10 **receive their step movements on their step movement dates.**

11  
12 **2. Lump Sum Payment:**

13  
14 **Employees who were employed as of June 30, 2016 shall receive**  
15 **a one-time lump sum payment equivalent to one thousand two**  
16 **hundred (\$1,200) dollars; provided that, Employees who are less**  
17 **than full-time shall receive a prorated amount.**

18  
19 **D. Subject to the approval of the respective legislative bodies and**  
20 **effective January 1, 2017:**

21  
22 **1. The salary schedule in effect on December 31, 2016 shall be**  
23 **amended to reflect a one and six-tenths percent (1.6%) pay increase and**  
24 **such amended schedule shall be designated as Exhibit B.**

25  
26 **2. Following D.1. above, Employees shall be placed on the**  
27 **corresponding pay range and step of Exhibit B, provided that**  
28 **Employees whose basic rate of pay on December 31, 2016, falls between**  
29 **two steps or exceeds the maximum step of their pay range shall receive**  
30 **a one and six-tenths percent (1.6%) pay increase.**

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**3. Employees not administratively assigned to the salary schedule shall receive a one and six-tenths percent (1.6%) pay increase.**

Bargaining Unit 04  
TENTATIVE AGREEMENT  
Employer USD  
Union UT  
Date 4-26-15

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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, 2015 shall continue to be in effect through December 31, 2016 and shall be designated as Exhibit A.**

**B. Subject to the approval of the respective legislative bodies and effective July 1, 2015:**

**1. Step Movement:**

**a. Employees who were eligible but did not receive a step movement or step movements during the period July 1, 2009 through June 30, 2015 in accordance with Paragraph O. of Article 14, Compensation Adjustment, shall be placed on their appropriate step and receive such step movement(s) effective July 1, 2015.**

**1) Notwithstanding B.1.a. above, the step movement that took effect on July 1, 2013 for Employees who were employed as of June 30, 2013 shall be included in determining the Employee's appropriate step.**

**b. Employees who become eligible for step movements during the period of July 1, 2015 through June 30, 2016 in accordance with Paragraph O. of Article 14, Compensation**

1           **Adjustment, shall receive their step movements on their step**  
2           **movement dates.**

3  
4           **c. Employees who were eligible for step movements from**  
5           **July 1, 2009 through June 30, 2015 in accordance with**  
6           **Paragraph O. of Article 14, Compensation Adjustment, shall be**  
7           **credited for service towards step movements as though step**  
8           **movements were granted through the entire period from**  
9           **July 1, 2009 through June 30, 2015.**

10  
11           **2. Lump Sum Payment:**

12  
13           **a. The following Employees shall receive a one-time lump**  
14           **sum payment of one thousand five hundred (\$1,500) dollars;**  
15           **provided that, Employees who are less than full-time shall receive**  
16           **a prorated amount:**

17  
18                   **1) Employees on the maximum step as of**  
19                   **June 30, 2015;**

20  
21                   **2) Employees not administratively assigned to the**  
22                   **salary schedule who were employed prior to July 1, 2015**  
23                   **and, who on July 1, 2015 continues to be in the same**  
24                   **position and not administratively assigned to the salary**  
25                   **schedule; and**

26  
27                   **3) Employees who were employed prior to July 1, 2015**  
28                   **but are not scheduled to receive a step movement during**  
29                   **the period July 1, 2015 through June 30, 2016 and who did**  
30                   **not receive any step movement on July 1, 2015 pursuant to**  
31                   **B.1.a. and/or B.1.b.**

1  
2 **C. Subject to the approval of the respective legislative bodies and**  
3 **effective July 1, 2016:**

4  
5 **1. Step Movement:**

6  
7 **Employees who are eligible for step movements during the period**  
8 **of July 1, 2016 through June 30, 2017 in accordance with**  
9 **Paragraph O. of Article 14, Compensation Adjustment, shall**  
10 **receive their step movements on their step movement dates.**

11  
12 **2. Lump Sum Payment:**

13  
14 **Employees who were employed as of June 30, 2016 shall receive**  
15 **a one-time lump sum payment equivalent to one thousand two**  
16 **hundred (\$1,200) dollars; provided that, Employees who are less**  
17 **than full-time shall receive a prorated amount.**

18  
19 **D. Subject to the approval of the respective legislative bodies and**  
20 **effective January 1, 2017:**

21  
22 **1. The salary schedule in effect on December 31, 2016 shall be**  
23 **amended to reflect a one and six-tenths percent (1.6%) pay increase and**  
24 **such amended schedule shall be designated as Exhibit B.**

25  
26 **2. Following D.1. above, Employees shall be placed on the**  
27 **corresponding pay range and step of Exhibit B, provided that**  
28 **Employees whose basic rate of pay on December 31, 2016, falls between**  
29 **two steps or exceeds the maximum step of their pay range shall receive**  
30 **a one and six-tenths percent (1.6%) pay increase.**

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**3. Employees not administratively assigned to the salary schedule shall receive a one and six-tenths percent (1.6%) pay increase.**

Bargaining Unit 09  
TENTATIVE AGREEMENT  
Employer JKW  
Union L-T  
Date 3-31-15

**ARTICLE 56 - SALARIES**

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

**A. The salary schedule in effect on June 30, 2015 shall be designated as Exhibit A.**

**B. Subject to the approval of the respective legislative bodies and effective July 1, 2015:**

**1. Step Movement:**

**a. Employees who are eligible for step movements during the period July 1, 2015 through June 30, 2016 shall receive their step movements on the first day of the pay period immediately following the completion of the required amount of service. Step movements shall occur as provided in D. below.**

**2. Salary Schedule:**

**a. The Salary Schedule in effect on June 30, 2015 shall be amended to reflect a four percent (4%) across-the-board increase and such amended schedule shall be designated as Exhibit B.**

**b. Following B.2.a. above, Employees shall be placed on the corresponding salary range and step of Exhibit B, provided that Employees whose basic rate of pay on June 30, 2015 exceeds the maximum step of their pay range shall receive a four percent (4%) increase and shall remain above the maximum rate of the salary range.**

1  
2 **c. Employees not administratively assigned to the Salary Schedule**  
3 **shall receive a four percent (4%) pay increase.**  
4

5 **C. Subject to the approval of the respective legislative bodies and**  
6 **effective July 1, 2016:**  
7

8 **1. Step Movement:**  
9

10 **a. For the period July 1, 2016 through June 30, 2017, Employees**  
11 **who are eligible for step movements shall receive their step**  
12 **movements on the first day of the pay period immediately following the**  
13 **completion of the required amount of service. Step movements shall**  
14 **occur as provided in D. below.**  
15

16 **2. Salary Schedule:**  
17

18 **a. The Salary Schedule designated as Exhibit B shall be amended**  
19 **to reflect a four percent (4%) across-the-board increase and such**  
20 **amended schedule shall be designated as Exhibit C.**  
21

22 **b. Following C.2.a. above, Employees shall be placed on the**  
23 **corresponding salary range and step of Exhibit C, provided that**  
24 **Employees whose basic rate of pay on June 30, 2016 exceeds the**  
25 **maximum step of their pay range shall receive a four percent (4%)**  
26 **increase and shall remain above the maximum rate of the salary range.**  
27

28 **c. Employees not administratively assigned to the Salary Schedule**  
29 **shall receive a four percent (4%) pay increase.**  
30

31 **D. Step Movement Plan:**

1  
2 **1. Following B.1.a. and C.1.a. above, Employees shall move to their**  
3 **appropriate step on the salary schedule in accordance with the following step**  
4 **movement plan:**

5  
6 **a. All Employees at SR 18 B shall remain at that range and step**  
7 **until their positions are reallocated.**

8  
9 **b. Step movements. All Employees at SR 20 and above, shall move**  
10 **as follows:**

11  
12 **1) Step B to Step C upon completion of three (3) or more**  
13 **months of satisfactory service with the Employer to equal at**  
14 **least twelve (12) months of registered professional nurse**  
15 **experience, including the three (3) months with the Employer;**  
16 **provided that the previous registered professional nurse**  
17 **experience was gained within the preceding five (5) years.**

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

25  
26 **3) Step B to Step E upon completion of three (3) or more**  
27 **months of satisfactory service with the Employer to equal at**  
28 **least twenty-four (24) months registered professional nurse**  
29 **experience; provided that the previous registered professional**  
30 **nurse experience was gained within the preceding five (5) years.**  
31

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

7  
8           **5) Step C or Step D to Step E upon completion of the**  
9           **required months of satisfactory service with the Employer to**  
10           **equal to at least twenty-four (24) months of registered**  
11           **professional nurse experience, including time with the**  
12           **Employer; provided the previous registered professional nurse**  
13           **experience was gained within the preceding five (5) years.**

14  
15           **6) Longevity (5 years). All Employees with at least five (5)**  
16           **years of creditable service but less than ten (10) years of**  
17           **creditable service as a registered professional nurse with the**  
18           **Employer, and who are on Step D or Step E, shall move to Step**  
19           **L-1 of their respective salary ranges.**

20  
21           **7) Longevity (10 years). All Employees with at least ten (10)**  
22           **years of creditable service but less than fifteen (15) years of**  
23           **creditable service as a registered professional nurse with the**  
24           **Employer, and who are on Step E or Step L-1, shall move to Step**  
25           **L-2 of their respective salary ranges.**

26  
27           **8) Longevity (15 years). All Employees with at least fifteen**  
28           **(15) years of creditable service but less than twenty (20) years of**  
29           **creditable service as a registered professional nurse with the**  
30           **Employer, and who are on Step L-1 or Step L-2, shall move to**  
31           **Step L-3 of their respective salary ranges.**

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

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

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

**HAWAI'I EMPLOYER-UNION HEALTH BENEFITS TRUST FUND**

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

**A. Effective July 1, 2015**

**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 July 1, 2015, 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 benefits plans:**

	<b><u>CONTRIBUTION</u></b>
<b>a. <u>Medical (PPO or HMO) (medical &amp; chiro)</u></b>	<b><u>\$228.38</u></b>
<b>b. <u>Dental</u></b>	<b><u>\$ 18.40</u></b>
<b>c. <u>Vision</u></b>	<b><u>\$ 3.84</u></b>
<b>d. <u>Dual coverage (medical, drug &amp; chiro)</u></b>	<b><u>\$ 25.50</u></b>
<b>e. <u>Drug Plan</u></b>	<b><u>\$ 63.12</u></b>

**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.**

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

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8

<b>BENEFIT PLAN</b>	<b>TOTAL EMPLOYER CONTRIBUTION</b>
a. Medical (PPO or HMO) (medical & chiro)	\$545.10
b. Dental	\$ 36.82
c. Vision	\$ 7.08
d. Dual coverage (medical, drug & chiro)	\$ 63.36
e. Drug Plan	\$153.36

9

10 The Employer shall pay the same monthly contribution for each member

11 enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is

12 chosen.

13

14 3. For each Employee-Beneficiary with two or more dependent-

15 beneficiaries enrolled in the following Trust Fund health benefit plans:

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23

<b>BENEFIT PLAN</b>	<b>TOTAL EMPLOYER CONTRIBUTION</b>
a. Medical (PPO or HMO) (medical & chiro)	\$704.28
b. Dental	\$ 60.56
c. Vision	\$ 9.26
d. Dual coverage (medical, drug & chiro)	\$ 70.44
e. Drug Plan	\$195.40

24

25 The Employer shall pay the same monthly contribution for each member

26 enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen.

27

28 4. For each Employee-Beneficiary enrolled in the Trust Fund group life

29 insurance plan, the Employer shall pay \$4.12 per month which reflects one hundred

30 percent (100%) of the monthly premium and any administrative fees.

31

1           **C.     Effective July 1, 2016**

2  
3           Effective July 1, 2016 for plan year 2016-2017, with the exception of items 1a.,  
4 2a., 3a., and 4., which shall be the dollar amounts noted, the Employer shall pay a  
5 specific dollar amount equivalent to sixty percent (60%) of the final premium rates  
6 established by the Trust Fund Board for the respective health benefit plan, plus  
7 sixty percent (60%) of all administrative fees.

8  
9           1.       The amounts paid by the Employer shall be based on the plan year  
10 2016-2017 final monthly premium rates established by the Trust Fund for each  
11 Employee-Beneficiary with no dependent-beneficiaries enrolled in the following  
12 Trust Fund health plans:

13  
14           a.       Medical (PPO or HMO) (medical & chiro)        \$238.38

15           b.       Dental

16           c.       Dual coverage (medical, drug & chiro)

17           e.       Drug Plan

18  
19  
20           The Employer shall pay the same monthly contribution for each member  
21 enrolled in a self only medical plan (PPO or HMO), regardless of which plan is  
22 chosen.

23  
24           2.       The amounts paid by the Employer shall be based on the plan year  
25 2016-2017 final monthly premium rates established by the Trust Fund for each  
26 Employee-Beneficiary with one dependent-beneficiary enrolled in the following  
27 Trust Fund health plans:

28  
29           a.       Medical (PPO or HMO) (medical & chiro)        \$565.10

30           b.       Dental

31           c.       Vision

1 d. Dual coverage (medical, drug & chiro)

2 e. Drug Plan

3  
4 The Employer shall pay the same monthly contribution for each member  
5 enrolled in a two-party medical plan (PPO or HMO), regardless of which plan is  
6 chosen.

7  
8 3. The amounts paid by the Employer shall be based on the plan year  
9 2016-2017 final monthly premium rates established by the Trust Fund for each  
10 Employee-Beneficiary with two or more dependent-beneficiaries enrolled in the  
11 following Trust Fund health plans:

12  
13 a. Medical (PPO or HMO) (medical & chiro) \$734.28

14 b. Dental

15 c. Vision

16 d. Dual coverage (medical, drug & chiro)

17 e. Drug Plan

18  
19 The Employer shall pay the same monthly contribution for each member  
20 enrolled in a family medical plan (PPO or HMO), regardless of which plan is chosen.

21  
22 4. For each Employee-Beneficiary enrolled in the Trust Fund group life  
23 insurance plan, the Employer shall pay no more than \$4.12 per month which  
24 reflects one hundred percent (100%) of the monthly premium. The Employer shall  
25 also pay one hundred percent (100%) of any administrative fees.

26  
27 D. No later than three (3) weeks after the Trust Fund Board formally  
28 establishes and adopts the final premium rates for Fiscal Years 2015-2016 and  
29 2016-2017, the Office of Collective Bargaining shall distribute the final calculation of  
30 the Employers' monthly contribution amounts for each health benefit plan.

31

1           **E. Payment For Plans Eliminated Or Abolished. The Employer shall**  
 2 **make no payments for any and all premiums for any portion or part of a Trust Fund**  
 3 **health benefit plan that the Trust Fund Board eliminates or abolishes.**

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

9  
 10           **1. When rounding to the nearest cent results in an even amount, such**  
 11 **even amount shall be the Employer's monthly contribution. For example:**

12  
 13           **(a) \$11.397 = \$11.40 = \$11.40 (Employer's monthly contribution)**

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

15  
 16 **to the lower even cent, and such even amount shall be the Employer's monthly**  
 17 **contribution. For example:**

18  
 19  
 20           **(a) \$11.392 = \$11.39 = \$11.38 (Employer's monthly contribution)**

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

22  
 23           **Employer contributions effective July 1, 2015 and July 1, 2016, for items 1a,**  
 24 **2a, and 3a, reflect the rounding described in item F.**

25  
 26           **Employer contributions effective July 1, 2015 and July 1, 2016, shall be**  
 27 **rounded as described in item F after administrative fees have been determined by**  
 28 **the Trust Fund Board.**

29  
 30           **G. If an agreement covering periods beyond the term of this Agreement**  
 31 **is not executed by June 30, 2017, Employer contributions to the Trust Fund shall be**

- 1 **the same monthly contribution amounts paid in plan year 2016-2017 for the Health**
- 2 **Benefit Plan approved by the Trust Fund including monthly administrative fee.**



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

3

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

6

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

9

Bargaining Unit 2  
 TENTATIVE AGREEMENT  
 Employer JCN  
 Union AF  
 Date 4/17/15

**Bargaining Unit 02 – Statement of Intent July 1, 2015**  
**Article 26, Standby Pay**

Old Language:

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

Tentative Agreement Language Negotiated:

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

Purpose, Intent and Clarification of Tentative Agreement Standby Language:

- A calendar day shall begin at 12:00 am and end at 11:59 pm.
- Employees may be assigned a maximum of two portions of standby duty on scheduled workdays and a maximum of one portion of standby duty on scheduled days off.
- An Employee who is called to work during standby duty is not entitled to an additional portion of standby duty, as a result of being called to work, i.e., the call to work does not interrupt the standby duty.

The intent of the revised language is to clarify the application and computation of standby pay, particularly the "portion thereof" as reflected in the examples below:

**Example 1:** The table below shows the maximum number of portions of standby duty to which an employee, who works a 7:00 am to 3:30 pm, Monday to Friday (Saturday and Sunday days off) work schedule, can be assigned during the period from the end of the employee's workday on Monday through the start of the employee's workday the following Monday.

25% Daily Rate Payments	Day or Portion
	<b>Monday works 7:00 a.m. to 3:30 p.m.</b>
1 <sup>st</sup> Portion of day	Monday, 3:31 p.m. to 11:59 p.m.
2 <sup>nd</sup> Portion of day	Tuesday, 12:00 a.m. to 6:59 a.m.
	<b>Tuesday works 7:00 a.m. to 3:30 p.m.</b>
3 <sup>rd</sup> Portion of day	Tuesday, 3:31 p.m. to 11:59 p.m.

4 <sup>th</sup> Portion of day	Wednesday, 12:00 a.m. to 6:59 a.m. <b>Wednesday works 7:00 a.m. to 3:30 p.m.</b>
5 <sup>th</sup> Portion of day	Wednesday, 3:31 p.m. to 11:59 p.m.
6 <sup>th</sup> Portion of day	Thursday, 12:00 a.m. to 6:59 a.m. <b>Thursday works 7:00 a.m. to 3:30 p.m.</b>
7 <sup>th</sup> Portion of day	Thursday, 3:31 p.m. to 11:59 p.m.
8 <sup>th</sup> Portion of day	Friday, 12:00 a.m. to 6:59 a.m. <b>Friday works 7:00 a.m. to 3:30 p.m.</b>
9 <sup>th</sup> Portion of day	Friday, 3:31 p.m. to 11:59 p.m.
10 <sup>th</sup> Calendar day	Saturday, 12:00 a.m. to 11:59 p.m.
11 <sup>th</sup> Calendar day	Sunday, 12:00 a.m. to 11:59 p.m.
12 <sup>th</sup> Portion of day	Monday, 12:00 a.m. to 6:59 a.m.

In the workweek cited above, there are two (2) whole calendar days (Saturday and Sunday) and ten (10) "portions thereof" by having the employee's work shift (7:00a.m. to 3:30p.m.) in the middle of the calendar day.

**Example 2:** An employee is assigned standby duty on a regularly scheduled workday where the employee's scheduled work hours are from 7:00 am to 3:30 pm

2 portions of standby duty

Portion 1- 12:00 am to 6:59 am

Regularly scheduled work hours: 7:00 am to 3:30 pm

Portion 2- 3:31 pm to 11:59 pm

**Example 3:** An employee is assigned standby duty on a regular scheduled workday where the employee's scheduled work hours are from 7:00 am to 3:30 pm. The employee is called to work during the 2<sup>nd</sup> portion of standby duty.

2 portions of standby duty

Portion 1- 12:00 am to 6:59 am

Regularly scheduled work hours: 7:00 am to 3:30 pm

Portion 2- 3:31 pm to 7:59 pm

Employee called to work at 8:00 pm and returns home at 9:00 pm

Portion 2- continues from 9:01 pm through 11:59 pm

**Example 4:** An employee who works 7:00 am to 3:30 pm, Monday to Friday (Saturday and Sunday days off), is assigned standby duty starting at the end of the employee's work day on Friday and ending at the start of the employee's work day on Monday.

4 portions of standby duty

Portion 1- Friday - 3:31 pm to 11:59 pm

Portion 2- Saturday (day off) - 12:00 am to 11:59 pm

Portion 3- Sunday (day off) - 12:00 am to 11:59 pm

Portion 4- Monday - 12:00 am to 6:59 am

**Example 5:** An employee who works 7:00 am to 3:30 pm, Monday to Friday (Saturday and Sunday days off), is assigned standby duty starting at the end of the employee's work day on Friday and ending at the start of the employee's work day on Monday. The employee is called to work on Sunday during the 3rd portion of standby duty.

4 portions of standby duty

Portion 1- Friday - 3:31 pm to 11:59 pm

Portion 2- Saturday (day off) - 12:00 am to 11:59 pm

Portion 3- Sunday (day off) - 12:00 am to 5:59 pm

Employee called to work at 6:00 pm and returns home at 8:00 pm

Portion 3- Sunday – continues from 8:01 pm through 11:59 pm

Portion 4- Monday - 12:00 am to 6:59 am

Bargaining Unit 02  
TENTATIVE AGREEMENT  
Employer UKN  
Union [Signature]  
Date 4/17/15

1  
2  
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10

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

Whenever a non-shift Employee works at least [~~eighteen (18)~~] **sixteen (16)** hours within the twenty-four (24) hour period immediately prior to the start of the Employee's scheduled workday, the Employer shall excuse the Employee from work on such workday, with pay, unless the services of such Employee are needed due to an emergency affecting the public health or safety and replacements are not available. In the event of such an emergency, such Employee shall be excused from work as soon as possible when the emergency no longer exists.

Bargaining Unit 2  
 TENTATIVE AGREEMENT  
 Employer J/KW  
 Union UAW  
 Date 4/17/15

1                                   **ARTICLE 14 - COMPENSATION ADJUSTMENT**

2

3           A.     General Provisions.

4

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

8

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

15

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

18

- 19                   a.     Step movement;  
 20                   b.     Negotiated wage increase;  
 21                   c.     Changeover to a new pay schedule;  
 22                   d.     Repricing;  
 23                   e.     Promotion;  
 24                   f.     Reallocation;  
 25                   g.     Other personnel actions.

26

27          4.     A leave of absence without pay shall end on the day before the day  
 28    an Employee reports for duty, provided that if a paid leave or a holiday immediately

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

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

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

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

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

28  
29 **9. Employees who were on Step L5 as of July 1, 2015 and are no**  
30 **longer on a step on the salary schedule, shall have their compensation**  
31 **adjusted by provisions contained in a separate Memorandum of Agreement.**

1        ~~B.~~ Compensation Adjustment Upon Promotion.

2

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

6

7            a. which is assigned to a class with a higher pay range in the  
8 same salary schedule; or

9

10           b. which is assigned to a class with a higher maximum rate of  
11 compensation in a different salary schedule and the dollar difference  
12 between the two maximum rates is more than the dollar difference between  
13 the first and second step of the former pay range.

14

15           2. A regular Employee who is promoted shall be compensated at the  
16 step in the higher pay range which corresponds to the Employee's existing step  
17 (~~(i-e)~~e.g., the movement shall be from Step A~~1~~1 to Step A~~1~~1, or Step B~~1~~1 to Step B~~1~~1)

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  
21 probationary appointment following a promotion shall be compensated as though  
22 they had remained 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  
29 the position in which the Employee last held a permanent appointment to a  
30 vacant civil service position:

31

1                   1)     which is assigned to a class with a lower pay range in  
2                   the same salary schedule; or

3

4                   2)     which is assigned to a class with a lower maximum rate  
5                   of compensation in a different salary schedule and the dollar  
6                   difference between the two maximum rates is more than the dollar  
7                   difference between the minimum and second step of the former pay  
8                   range.

9

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

12

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

15

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

18

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

23

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

29

30                  g.     "Service connected disability demotion" means the movement  
31                  of a regular Employee or an Employee serving an initial probationary period

1 to a vacant civil service position assigned to a class with a lower pay range  
2 in the salary schedule, due to a disability sustained by the Employee while  
3 performing the duties and responsibilities of the Employee's position.  
4

5 h. "Voluntary demotion" means a demotion requested by an  
6 Employee and granted by the appointing authority.  
7

8 2. Disciplinary or Involuntary Demotion.  
9

10 a. A regular Employee who is involuntarily demoted or who is  
11 demoted for disciplinary reasons shall be compensated at the corresponding  
12 step in the lower salary range or any lower step in the lower salary range.  
13

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

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

21 An Employee who accepts a demotion to avoid layoff; or is demoted due to  
22 a reorganization; or who receives a service connected disability demotion, shall  
23 retain the Employee's basic rate of pay; provided:  
24

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

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

4  
5           4.     Non-Service Connected Disability Demotion.

6  
7           An Employee who receives a non-service connected disability demotion  
8           shall be compensated as provided below:

9  
10          a.     A regular Employee who has fifteen or more years of  
11          continuous service in the civil service of the Employee's governmental  
12          jurisdiction shall retain the Employee's basic rate of pay; provided that:

13  
14                 1)     If the Employee's basic rate of pay falls between two  
15                 steps in the lower pay range, the Employee shall be compensated at  
16                 the lower step in the lower pay range whose rate of pay is  
17                 immediately below the Employee's basic rate of pay and shall be  
18                 entitled to a temporary differential.

19  
20                 2)     If the Employee's basic rate of pay falls above the  
21                 maximum step in the lower pay range, the Employee shall be  
22                 compensated at the maximum step and shall be entitled to a  
23                 temporary differential.

24  
25          b.     A regular Employee with at least five years but less than  
26          fifteen years of continuous service in the civil service of the Employee's  
27          governmental jurisdiction shall retain the Employee's basic rate of pay for a  
28          period beyond the effective date of the demotion as follows:

29  
30                     Years of Service

Months of Compensation Retention

1	5	12
2	6	14
3	7	16
4	8	18
5	9	20
6	10	22
7	11	24
8	12	26
9	13	28
10	14	30

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31

1) If the Employee's basic rate of pay falls between two steps in the lower pay range, the Employee shall be compensated at the lower step in the lower pay range whose rate of pay 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.

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

5. Voluntary Demotion.

1           a.     A regular Employee who accepts a voluntary demotion shall  
2 be compensated at the highest step in the lower pay range which rate is not  
3 greater than ninety-five percent of the Employee's basic rate of pay. If there  
4 is no step in the lower pay range which rate is not greater than ninety-five  
5 percent of the Employee's basic rate of pay, the Employee shall be  
6 compensated at the minimum step.

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

13  
14       D.     Compensation Adjustment Upon Transfer.

15  
16       1.     "Transfer" means the movement of a regular Employee from the  
17 position in which the Employee last held a permanent appointment to a vacant civil  
18 service position which is assigned to a class:

19  
20           a.     with the same maximum rate of compensation; or

21  
22           b.     in a different salary schedule with a higher maximum rate of  
23 compensation, and the dollar difference between the two maximum rates is  
24 less than or equal to the dollar difference between the minimum and second  
25 step of the former pay range; or

26  
27           c.     in a different salary schedule with a lower maximum rate of  
28 compensation and the dollar difference between the two maximum rates is  
29 less than or equal to the dollar difference between the minimum and second  
30 step of the former pay range.

31

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

3  
4           E.     Compensation Adjustment Upon Reallocation.

5  
6           1.     The following definitions shall be applicable to this paragraph:

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

10  
11                b.     "Reallocation Upward" means the reallocation of a position to  
12 a class assigned to a higher pay range in the salary schedule.

13  
14           2.     Compensation following reallocation upwards shall be adjusted in the  
15 manner as adjustments for promotion.

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

22  
23           4.     Compensation following reallocation of a position in a class to the  
24 same pay range shall be adjusted in the manner of adjustments for transfer.

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

29  
30           F.     Compensation Adjustment Upon Repricing.

31

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

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

8  
9           G.     Compensation of Employees Selected From an Open Competitive  
10 List Resulting From a Recruitment Above the Minimum.

11  
12           Notwithstanding any paragraph in this Article, Employees selected through  
13 an open competitive recruitment which permits hiring above the first step of the pay  
14 range may be compensated at a rate determined by the Employer upon their  
15 appointment from the open competitive list; provided that the amounts the  
16 Employees will receive are not less than the amounts the Employees would have  
17 received if the Employees were compensated in accordance with the applicable  
18 paragraph.

19  
20           H.     Compensation For Temporary Assignment Performed.

21  
22           Compensation for temporary assignment shall be as follows:

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

30

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

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

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

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

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

1

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

5

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

11

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

16

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

24

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

28

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

30

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

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

9  
10          I.     Temporary Differential Pay and Compression Differential Pay

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

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

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

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

28  
29          5.     When an Employee with a compression differential (CD) is demoted,  
30          or transferred, or whose position is reallocated to a class in the same or lower pay  
31          range, the CD shall be continued in the new pay range.

1           6.       When a regular Employee is released from a probational or  
2 temporary appointment and returns to the position to which the Employee last held  
3 a permanent appointment, the CD shall be restored as though the Employee had  
4 remained in the former position continuously.

5  
6           J.       Compensation Adjustment for Non-Regular Employees.

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

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

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

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

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

31

1           K.     Compensation Adjustment for Exempt Employees Accepting Civil  
2 Service Appointments, Or Whose Exempt Positions Are Converted To Civil Service  
3 Positions.

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

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

14  
15           a.     If the Employee's rate of pay falls between two steps in the  
16 salary schedule, the Employee shall be compensated at the lower step.

17  
18           b.     If the Employee's rate of pay falls below the minimum step of  
19 the salary schedule, the Employee shall be compensated at the minimum  
20 step.

21  
22           c.     If the Employee's rate of pay falls above the maximum step of  
23 the salary schedule, the Employee shall be compensated at the maximum  
24 step.

25  
26           3.     Exempt Employees selected from an open competitive list to civil  
27 service positions other than as described in subparagraph 1, shall be compensated  
28 at the initial step of the salary range.

29  
30           L.     Compensation Adjustment for Employees Moving to Exempt  
31 Appointments.

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

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

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

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

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

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

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

1           2.     Regular Employees serving limited term or other temporary  
2 appointments who are converted to probational or permanent appointments in the  
3 same positions that they were serving on a limited term or other temporary  
4 appointment basis shall continue to receive the same basic rate of pay they were  
5 receiving while serving the limited term or temporary appointment.

6  
7           N.     Compensation Adjustments Following an Intergovernmental  
8 Movement Made Pursuant to Law.

9  
10           When an intergovernmental movement has been made pursuant to law, the  
11 compensation of the regular Employee involved shall be adjusted as follows:

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

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

22  
23           3.     If the result of the intergovernmental movement is that the Employee  
24 moves to a position assigned to a class with a lower pay range in the salary  
25 schedule than the  
26 previous pay range, the Employee's compensation shall be adjusted in the manner  
27 as adjustments for voluntary demotion.

28  
29           O.     Step Movement.  
30

1           1.     The cost of step movements under this paragraph shall be included  
2 in the costs of collective bargaining and submitted to the respective legislative  
3 bodies for approval at the appropriate time.

4  
5           2.     For purposes of this paragraph, "continuous creditable service"  
6 shall mean service within bargaining unit 02 in all Employer jurisdictions without  
7 any break in service provided that the following shall not be considered as time  
8 creditable:

9           a.     absences without pay (other than authorized leave of  
10 absence without pay for the purpose of sabbatical, recuperating from an  
11 injury for which workers' compensation weekly payments are made or  
12 military leave where the President of the United States or the governor of  
13 the State has called the Employee to active duty);

14           b.     absence due to suspension; or

15           c.     any period of substandard performance.  
16

17           3.     Step Movement.

18           a.     Effective July 1, 2015

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

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

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

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

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

15                  **b.     Effective July 2, 2015**

16  
17                  **1.     Employees who have at least fifteen (15) years but**  
18                  **less than twenty (20) years of continuous creditable service**  
19                  **shall move to Step B1 on the first day of the pay period**  
20                  **immediately following the completion of fifteen (15) years of**  
21                  **continuous creditable service.**

22                  **2.     Employees who have at least twenty (20) years of**  
23                  **continuous creditable service shall move to Step C1 on the**  
24                  **first day of the pay period immediately following the**  
25                  **completion of twenty (20) years of continuous creditable**  
26                  **service.**

27  
28                  P.     Other Compensation Adjustments. Compensation adjustments not  
29                  expressly provided for by this Agreement but necessitated by authorized

- 1 personnel movements or situations shall be made by the chief personnel or
- 2 human resources executive, as applicable; provided that consultation shall take
- 3 place with the Union prior to effecting any adjustments under this paragraph.