

SUPPLEMENTAL AGREEMENT  
BU13  
COMPENSATION FOR ENGINEERING CLASSES OF WORK

This SUPPLEMENTAL AGREEMENT is entered into on this 28<sup>th</sup> day of October, 2024 by and between the County of Hawai'i, (hereinafter "COUNTY") and the Hawai'i Government Employees Association, AFSCME, Local 152, AFL-CIO, (hereinafter "UNION") on behalf of Bargaining Unit (BU) 13 employees (hereinafter "EMPLOYEES").

WHEREAS, the employer and the UNION have negotiated a collective bargaining agreement effective during the period July 1, 2021 to June 30, 2025 for Employees in BU 13;

WHEREAS, under §89-6, Hawai'i Revised Statutes (HRS), each employer may negotiate, independently of one another, supplemental agreements that apply to their respective employees; provided that any supplemental agreement reached between the employer and the exclusive representative shall not extend beyond the term of the applicable collective bargaining agreement;

WHEREAS, despite providing shortage differentials to designated Engineering classes of work and other recruitment incentives, the COUNTY continues to have difficulty in recruiting for vacancies in Engineering classes of work;

WHEREAS, to aid to the attraction and retention of public employees in Engineering classes of work, the COUNTY desires to negotiate a separate salary schedule for employees in designated Engineering classes of work;

NOW, THEREFORE, the COUNTY and the UNION mutually agree to the following:

1. Effective September 1, 2024, the COUNTY shall implement a separate Engineering salary schedule designated as Attachment A.
2. The "EN" pay range designations in Attachment A are equivalent to the "SR" pay range designations in Exhibit D of the BU 13 Agreement
3. Attachment A, effective September 1, 2024, shall apply to all Engineering classes of work designated in Attachment B.
4. Following paragraph 1 above, EMPLOYEES in classes of work designated in Attachment B shall be placed on the corresponding pay range and step of the Attachment A. For example, a Civil Engineer IV on SR 24, step E shall be placed on EN 24, step E. Any shortage differential the EMPLOYEE was receiving shall be terminated.

5. An EMPLOYEE placed on Attachment A, who subsequently moves to a position not covered under this SUPPLEMENTAL AGREEMENT, shall revert back to Exhibit D of the BU 13 Agreement and shall be treated as if the employee had remained on Exhibit D continuously. Compensation for the movement and any adjustments thereafter shall be in accordance with the provisions of Article 14. Compensation Adjustment, of the BU 13 Agreement.
6. While this SUPPLEMENTAL AGREEMENT is in effect EMPLOYEES hired into classes of work covered under this SUPPLEMENTAL AGREEMENT shall be placed on Attachment A rather than Exhibit D for the duration of this SUPPLEMENTAL AGREEMENT.
7. EMPLOYEES in classes of work covered by this SUPPLEMENTAL AGREEMENT shall receive step movements in accordance with the provisions of Article 14. Compensation Adjustment, BU 13, as amended in Attachment C.
8. Compensation for movements to and within positions covered by this SUPPLEMENTAL AGREEMENT shall be in accordance with the provisions of Article 14. Compensation Adjustment, BU 13, as amended in Attachment C.
9. The Engineering classes of work on Attachment B may be updated as needed via mutual agreement.
10. A current EMPLOYEE on the Engineering salary schedule may have his or her salary adjusted for equity purposes when the employing department appoints a new hire into a position covered under this SUPPLEMENTAL AGREEMENT, subject to the availability of funds. The current EMPLOYEE and the new hire shall be employed in the same department, division, and section and in the same class of work; with similar duties and responsibilities.

An adjustment shall occur by moving the current EMPLOYEE to an equitable step on Attachment A; however, no EMPLOYEE shall receive an equity adjustment that exceeds four (4) step movements. The following shall apply to any equity adjustments:

- a. It is up to the employing department to determine whether an adjustment is appropriate, and does not require approval from the Department of Human Resources. An employing department should consider whether an adjustment may be needed when the department makes a decision on recruiting above minimum or hiring above minimum;

- b. The EMPLOYEE whose salary is being adjusted must not be on probationary status, must be performing satisfactorily, and not be on a special performance evaluation period due to substandard performance;
  - c. In determining whether a current EMPLOYEE is similarly situated to a new hire, the employing department may look at factors such as the current EMPLOYEE'S education and training, knowledge, skills, work experience, competencies, work performed, and the situation of other current EMPLOYEES within the relevant work unit, and further may consider the same factors as were considered when the new hire was hired above minimum;
  - d. An equity adjustment provided under this SUPPLEMENTAL AGREEMENT shall be considered a "step movement" under Article 14 of the BU 13 Agreement, and shall affect the current EMPLOYEE'S eligibility for step movement by voiding the period of time from the current EMPLOYEE'S most recent step movement prior to the equity adjustment, up to the effective date of the current EMPLOYEE'S equity adjustment;
  - e. The decision of whether or not to grant an equity adjustment to a current EMPLOYEE is at the COUNTY'S discretion and is not subject to a grievance, appeal, or any other challenge except as provided under Federal of State law as a non-waivable right;
  - f. In determining whether or not to grant an equity adjustment, the COUNTY shall endeavor to exercise its discretion in a manner that is fair, objective, and free from discrimination or favoritism; AND
11. Upon termination of the Engineering salary schedule, EMPLOYEES on Attachment A shall be removed from the temporary salary schedule and shall be returned to their corresponding step on the applicable BU 13 salary schedule. For all EMPLOYEES covered under this SUPPLEMENTAL AGREEMENT who received a step movement or received an equity adjustment provided in paragraph 10 above, the EMPLOYEE'S most recent step placement on Attachment A is the step that will be used then the EMPLOYEE is returned to the applicable BU 13 salary schedule, and any voiding of time pursuant to paragraph 10.d. above shall carry over with their placement onto the BU 13 salary schedule.
12. The Engineering classes of work on Attachment B may be updated as needed via mutual agreement.
13. The COUNTY and the UNION agree to meet, discuss, and endeavor to resolve issues and concerns that may arise while this SUPPLEMENTAL AGREEMENT is in effect.


Except as may be specifically provided otherwise herein, this SUPPLEMENTAL AGREEMENT shall be effective on the day and year written above and remain in effect to and including June 30, 2025.

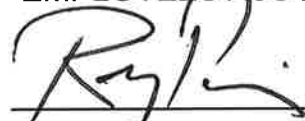
This SUPPLEMENTAL AGREEMENT may be amended or modified via mutual agreement, or terminated by either party provided thirty (30) days notice is given.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this SUPPLEMENTAL AGREEMENT on the day and year written above.


COUNTY OF HAWAI'I:

HAWAI'I GOVERNMENT  
EMPLOYEES ASSOCIATION:


  
\_\_\_\_\_  
for Mitchell D. Roth, Mayor  
Date: 10-18-2024

  
\_\_\_\_\_  
Randy Ferreira, Executive Director  
Date: 10-28-24

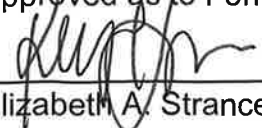
Recommend Approval:

  
\_\_\_\_\_  
Sommer J. Tokimasa  
Director of Human Resources  
Date: 10/15/2024

Approved as to availability of funds in the amounts and for the purposes set forth herein:

  
\_\_\_\_\_  
Diane Nakagawa  
Director of Finance  
Date: OCT 16 2024

Approved as to Form and Legality:

  
\_\_\_\_\_  
for Elizabeth A. Strance  
DEPUTY Corporation Counsel  
Date: 10/10/2024

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HGEA LOCAL 152  
AFSCME, AFL CIO

A handwritten signature in dark ink, appearing to be "C. [unclear]". The signature is written in a cursive style with a horizontal line extending to the left.

County of Hawaii  
DEPARTMENT OF HUMAN RESOURCES  
ENGINEERING SALARY SCHEDULE

Attachment A

Effective Date: 09/01/2024

Bargaining Unit: 13 Engineering Classes of Work

		Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
EN18	ANN	65,760	67,560	69,408	71,328	73,296	75,300	77,376	79,512	81,696	83,940
	MON	5,480	5,630	5,784	5,944	6,108	6,275	6,448	6,626	6,808	6,995
	8HR	252.96	259.84	266.96	274.32	281.92	289.60	297.60	305.84	314.24	322.88
	HRLY	31.62	32.48	33.37	34.29	35.24	36.20	37.20	38.23	39.28	40.36
EN19	ANN	68,328	70,212	72,132	74,124	76,164	78,252	80,400	82,620	84,888	87,228
	MON	5,694	5,851	6,011	6,177	6,347	6,521	6,700	6,885	7,074	7,269
	8HR	262.80	270.08	277.44	285.12	292.96	300.96	309.20	317.76	326.48	335.52
	HRLY	32.85	33.76	34.68	35.64	36.62	37.62	38.65	39.72	40.81	41.94
EN20	ANN	71,016	72,972	74,976	77,028	79,152	81,324	83,556	85,860	88,224	90,648
	MON	5,918	6,081	6,248	6,419	6,596	6,777	6,963	7,155	7,352	7,554
	8HR	273.12	280.64	288.40	296.24	304.40	312.80	321.36	330.24	339.36	348.64
	HRLY	34.14	35.08	36.05	37.03	38.05	39.10	40.17	41.28	42.42	43.58
EN21	ANN	73,800	75,828	77,916	80,052	82,260	84,516	86,844	89,232	91,680	94,200
	MON	6,150	6,319	6,493	6,671	6,855	7,043	7,237	7,436	7,640	7,850
	8HR	283.84	291.68	299.68	307.92	316.40	325.04	334.00	343.20	352.64	362.32
	HRLY	35.48	36.46	37.46	38.49	39.55	40.63	41.75	42.90	44.08	45.29
EN22	ANN	76,704	78,816	80,976	83,196	85,488	87,840	90,252	92,736	95,280	97,908
	MON	6,392	6,568	6,748	6,933	7,124	7,320	7,521	7,728	7,940	8,159
	8HR	295.04	303.12	311.44	320.00	328.80	337.84	347.12	356.64	366.48	376.56
	HRLY	36.88	37.89	38.93	40.00	41.10	42.23	43.39	44.58	45.81	47.07
EN23	ANN	79,800	82,008	84,252	86,568	88,956	91,404	93,912	96,504	99,144	101,868
	MON	6,650	6,834	7,021	7,214	7,413	7,617	7,826	8,042	8,262	8,489
	8HR	306.96	315.44	324.08	332.96	342.16	351.52	361.20	371.20	381.36	391.84
	HRLY	38.37	39.43	40.51	41.62	42.77	43.94	45.15	46.40	47.67	48.98

County of Hawaii  
DEPARTMENT OF HUMAN RESOURCES  
ENGINEERING SALARY SCHEDULE

Attachment A

Effective Date: 09/01/2024

Bargaining Unit: 13 Engineering Classes of Work

		Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
EN24	ANN	94,728	97,332	100,008	102,756	105,576	108,480	111,468	114,540	117,684	120,912
	MON	7,894	8,111	8,334	8,563	8,798	9,040	9,289	9,545	9,807	10,076
	8HR	364.32	374.32	384.64	395.20	406.08	417.20	428.72	440.56	452.64	465.04
	HRLY	45.54	46.79	48.08	49.40	50.76	52.15	53.59	55.07	56.58	58.13
EN25	ANN	98,436	101,148	103,932	106,788	109,728	112,752	115,848	119,028	122,292	125,664
	MON	8,203	8,429	8,661	8,899	9,144	9,396	9,654	9,919	10,191	10,472
	8HR	378.64	389.04	399.76	410.72	422.00	433.68	445.60	457.84	470.32	483.36
	HRLY	47.33	48.63	49.97	51.34	52.75	54.21	55.70	57.23	58.79	60.42
EN26	ANN	102,300	105,120	108,012	110,988	114,036	117,168	120,396	123,696	127,104	130,596
	MON	8,525	8,760	9,001	9,249	9,503	9,764	10,033	10,308	10,592	10,883
	8HR	393.44	404.32	415.44	426.88	438.64	450.64	463.04	475.76	488.88	502.32
	HRLY	49.18	50.54	51.93	53.36	54.83	56.33	57.88	59.47	61.11	62.79
EN27	ANN	106,404	109,332	112,332	115,428	118,608	121,860	125,220	128,664	132,204	135,828
	MON	8,867	9,111	9,361	9,619	9,884	10,155	10,435	10,722	11,017	11,319
	8HR	409.28	420.48	432.08	443.92	456.16	468.72	481.60	494.88	508.48	522.40
	HRLY	51.16	52.56	54.01	55.49	57.02	58.59	60.20	61.86	63.56	65.30
EN28	ANN	115,092	118,260	121,512	124,860	128,304	131,820	135,444	139,164	142,992	146,916
	MON	9,591	9,855	10,126	10,405	10,692	10,985	11,287	11,597	11,916	12,243
	8HR	442.64	454.88	467.36	480.24	493.44	507.04	520.96	535.28	550.00	565.04
	HRLY	55.33	56.86	58.42	60.03	61.68	63.38	65.12	66.91	68.75	70.63

COUNTY OF HAWAII  
BU 13  
ENGINEERING CLASSES OF WORK

Civil Engineer I through V

Electrical Engineer I through II

Environmental Management Engineer I through IV

Mechanical Engineer I through V

Structural Engineer

Superintendent of Wastewater Treatment and Disposal

## Article 14. Compensation Adjustment

### A. General Provision.

9. **For purposes of this Article, “salary schedule” includes the Engineering salary schedule designated as Attachment A, Supplemental Agreement, BU 13, Compensation for Engineering Classes of Work, and shall be used interchangeably with the BU13 salary schedule as applicable.**

### B. Compensation Adjustment Upon Promotion.

1. As used in this paragraph, “promotion” means the movement of a regular Employee from the position in which the Employee last held a permanent appointment to a vacant civil service position assigned to a class with a higher pay range in the salary schedule.
2. ~~Effective July 2, 2001, a~~ **A** regular Employee who is promoted shall be compensated as follows:
  - a. For promotions involving a movement of three (3) or less pay ranges, the Employee shall be compensated at the corresponding step in the higher salary range.
  - b. For promotions involving a movement of more than three (3) pay ranges, the Employee shall be compensated at the step in the higher salary range which is equal to the rate for promotions involving three (3) pay ranges.
    - i. **If such rate falls between two (2) steps, the Employee shall be compensated at the step in the higher pay range whose rate is immediately below the rate for promotions involving three (3) pay ranges and shall be entitled to a temporary differential (TD). Notwithstanding J.1.a., the TD shall equal the difference between**

**the rate for promotions involving three (3) pay ranges and the Employee's new basic rate of pay.**

- ii. If such rate falls below the minimum step, the Employee shall be compensated at the minimum step of the higher pay range.

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

C. Compensation Adjustment Upon Demotion.

3. Demotion to Avoid Layoff: Demotion due to Reorganization; Service Connected Disability Demotion.

a. ~~[Effective July 2, 2001, a]~~ An Employee who accepts a demotion to avoid layoff; or is demoted due to a reorganization; or who receives a service connected disability demotion, shall be compensated as follows:

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

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

1. **If such rate 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 that rate and shall be entitled to a DD.**

b) If ~~such~~~~[the]~~ rate ~~[for voluntary demotion involving three (3) pay ranges]~~ falls above the maximum step in the

lower pay range, the Employee shall be compensated at the maximum step of the lower pay range and shall be entitled to a DD.

C. Compensation Adjustment Upon Demotion.

5. Voluntary Demotion

a. ~~[Effective July 2, 2001, a]~~ **A** regular Employee who accepts a voluntary demotion shall be compensated as follows:

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

2) For voluntary demotions involving a movement of more than three (3) pay ranges, the Employee shall be compensated at the corresponding step in the lower pay range and shall receive a DD. Notwithstanding J.2.a., the DD shall equal the difference between the rate for voluntary demotions involving three (3) pay ranges and the Employee's new basic rate of pay. If the sum falls above the maximum step in the lower pay range, the DD shall equal the difference between the maximum step of the lower pay range and the Employee's new basic rate of pay.~~[which is equal to the rate for voluntary demotions involving three (3) pay ranges. If such rate falls above the maximum step in the lower pay range, the Employee shall be compensated at the maximum step of the lower pay range.]~~

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.