

SUPPLEMENTAL AGREEMENT
BETWEEN THE CITY AND COUNTY OF HONOLULU AND
THE HAWAII GOVERNMENT EMPLOYEES ASSOCIATION
REGARDING SALARIES FOR CERTAIN ENGINEERING CLASSES WITHIN BU 13

This SUPPLEMENTAL AGREEMENT (SA) is entered into on this _____ day of April, 2024, between the City and County of Honolulu ("City") and the Hawai'i Government Employees Association, AFSCME Local 152, AFL-CIO ("HGEA"), collectively referred to as "the PARTIES," on behalf of HGEA members in certain engineering classes within Bargaining Unit (BU) 13.

WHEREAS, selected CITY departments employ Engineers in various engineering classes within BU13; and

WHEREAS, Engineers within certain engineering classes identified below and whose positions are a part of the civil service are within the scope of this SA; and

WHEREAS, the PARTIES recognize the challenges and difficulties in hiring and retaining Engineers with these classes has led to many vacancies and resulted in impacts that include residual costs to CITY departments when engineering work is delayed; increased overtime costs; additional costs for contracts where safety considerations require the work to be performed despite the vacancies; and low morale amongst Engineers who face increased workloads and are more likely to consider employment elsewhere;

WHEREAS, the CITY further recognizes that large employers within the State, particularly the federal government and private sector corporations, may recruit these classes of Engineers at competitive salaries, increasing the CITY's difficulty in recruiting and retaining Engineers; and

WHEREAS, the CITY makes these representations solely on behalf of the CITY and not for any other jurisdiction as defined in Hawai'i Revised Statutes chapter 89; and

WHEREAS, the CITY's representations and agreement herein are limited to the scope of this SA and specific to this point in time; and

WHEREAS the CITY desires to increase the salary of Engineers within the engineering classes described below.

NOW, THEREFORE, THE CITY AND THE HGEA, in consideration of the terms set forth below, mutually agree to the following:

1. The PARTIES desire to implement a salary increase for Employees within the following engineer classes:
 - a. Chief Drainage Engineer;
 - b. Civil Engineer I through VI;
 - c. Chief Control Engineer;
 - d. Design & Construction Branch Chief;
 - e. Electrical Engineer I through VI;
 - f. Energy Recovery Engineer;
 - g. Mechanical Engineer I through VI;
 - h. Plans Examining Engineer III through VI;
 - i. Chief Plans Examining Engineer;
 - j. Radio Engineer;
 - k. Structural Engineer IV through VI;
 - l. Supervising Project Manager;
 - m. Telecommunications Engineer;
 - n. Traffic Engineer I through III; and
 - o. Wastewater Plant Engineer I and II
2. Engineers in the above-described classes will receive a salary increase of at least ten percent (10%) above what they would receive according to the applicable salary schedule that will become effective on July 1, 2024, referred to as "Exhibit D" in the July 1, 2021 through June 30, 2025 BU13 collective bargaining agreement (CBA).
3. In addition to the ten percent (10%) increase described above, further adjustment will be made to some salaries, particularly at the SR24 level and higher.
4. The adjustments provided for in Paragraphs 2 and 3 above shall be as reflected in the attached salary schedule, which shall be referred to as "Exhibit CITY-BU13-TEMP". This Exhibit CITY-BU13-TEMP reflects the increase to an employee's base salary only, and not to total

compensation. Effective at 12:01 am on July 1, 2024, Employees within the classes described above (hereinafter "Employee") shall be moved from the BU-13 CBA's Exhibit D, onto their corresponding steps on Exhibit CITY-BU13-TEMP, and will be paid according to Exhibit CITY-BU13-TEMP rather than Exhibit D in accordance with this SA.

5. Exhibit CITY-BU13-TEMP shall be used for any salary calculations during the period of time the affected Employee is on CITY-BU13-TEMP, in the same manner as salary schedules in the BU13 CBA. If an Employee leaves their position that is within the scope of this SA, the Employee shall revert back to Exhibit D as if they never left, and any compensation adjustments thereafter will be based upon Exhibit D.
6. Employees who fall within the scope of this SA shall continue to receive applicable step movements as they become eligible while they are on CITY-BU13-TEMP, except following an equity adjustment and as modified in paragraph 10.e. below.
7. Employees who fall within the scope of this SA and who were employed with the City on June 30, 2024, shall continue to receive their shortage differentials while they are on CITY-BU13-TEMP, in accordance with the normal shortage differential terms or conditions applicable to Employees in the classes described above.
8. This SA shall also apply to Employees in the classes described above who are hired by the City after the effective date of this SA, and the newly hired Employees will be placed on Exhibit CITY-BU13-TEMP rather than Exhibit D through the period of time provided for in this SA. New employees who start on or after July 1, 2024, shall not receive a shortage differential while this SA is in effect
9. The salary increase provided for by this SA shall be subject to appropriations and approval by the Honolulu City Council. Should the Honolulu City Council reject appropriations for the salary increase, the relevant provisions of this SA related to the salary increase shall be deemed invalid or void; however, the provisions relating to equity

adjustments shall remain effective under this SA notwithstanding the rejection of appropriations for the salary increase.

10. Should a new Employee who falls within the scope of this SA be hired above the minimum step during the duration of this SA, an Employee who falls within the scope of this SA and who is currently employed in the same department, division, and section, and who is in the same class and position with similar duties and responsibilities, may have his or her salary adjusted for equity purposes, subject to the availability of funds. An adjustment shall occur by moving the current employee to an equitable step on Exhibit CITY-BU13-TEMP; 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 being adjusted 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 employee, the Employer 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 Employee was hired above minimum;
 - d. An equity adjustment may be requested by a current Employee, or may be initiated by the Employer on its own initiative;

- e. An equity adjustment that results in a movement of one or more steps shall be considered a "step movement" under Article 14 of the BU13 CBA, and shall affect the current Employee's eligibility for next periodic 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.
 - f. The decision whether or not to grant an equity adjustment to a current Employee is at the Employer's discretion and is not subject to a grievance, appeal, or any other challenge except as provided under Federal or State law as a non-waivable right;
 - g. In deciding whether or not to grant an equity adjustment, the Employer shall endeavor to exercise its discretion in a manner that is fair, objective, and free from discrimination or favoritism; and
11. Subject to extension of this Agreement as set forth below, effective 11:59 pm on June 30, 2025, all Employees on Exhibit CITY-BU13-TEMP shall be removed from that temporary schedule, and returned to their corresponding step on Exhibit D that is referenced in the 2021-2025 BU13 CBA. For all Employees who fall within the scope of this SA, including those who were moved to a new step under paragraph 10. above or who received a periodic step movement during the duration of this SA, the Employee's most recent step placement on Exhibit CITY-BU13-TEMP is the step that will be used when the Employee is returned to Exhibit D, and any voiding of time pursuant to paragraph 10.e. above shall carry over with their placement onto Exhibit D.
12. No other term or condition of the BU13 CBA or other supplemental agreement, memorandum of agreement, memorandum of understanding, or letter of understanding is modified by this SA, except as expressly provided for herein.

Neither party shall be deemed the drafter of this SA.

This SA shall not be used as precedent in any other proceeding including collective bargaining negotiations.

Should a dispute arise over the interpretation or application of this SA, the parties shall meet within 30 days of notice of dispute to the other party, to attempt to resolve the dispute. No grievance, lawsuit, or other proceeding may be filed as a result of any dispute over the interpretation or application of this SA.

In the event the HGEA and the State of Hawai'i reach agreement on a supplemental agreement, memorandum of agreement, or memorandum of understanding regarding salaries for engineers after the execution of this Supplemental Agreement, either of the Parties may reopen this Supplemental Agreement by submitting a written request to the other Party to bargain. Should agreement not be reached during reopener, this Supplemental Agreement shall continue to its expiration date below, unless the Parties mutually agree to its earlier termination.

This SA shall be effective through June 30, 2025. At least thirty (30) calendar days prior to the termination of this agreement, either party may submit a written request to extend the term of this agreement.

This SA may be signed electronically, and may be signed in separate parts, each of which shall be deemed an original, and all of which taken together shall constitute the SA. True and accurate electronic copies shall be deemed original documents.

EMPLOYER:

UNION:

Nola N. Miyasaki
Director
Department of Human Resources

Randy Perreira
Executive Director
HGEA

Exhibit CITY-BU13-TEMP

		Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
SR18	ANN	59,340	61,668	64,128	66,732	69,408	72,228	75,108	78,120	81,216	84,468
	MON	4,945	5,139	5,344	5,561	5,784	6,019	6,259	6,510	6,768	7,039
	SEMI-MON	2,472.50	2,569.50	2,672.00	2,780.50	2,892.00	3,009.50	3,129.50	3,255.00	3,384.00	3,519.50
	8HR	228.24	237.20	246.64	256.64	266.96	277.84	288.88	300.48	312.40	324.88
	HRLY	28.53	29.65	30.83	32.08	33.37	34.73	36.11	37.56	39.05	40.61
SR20	ANN	64,128	66,732	69,408	72,228	75,108	78,120	81,216	84,468	87,864	91,368
	MON	5,344	5,561	5,784	6,019	6,259	6,510	6,768	7,039	7,322	7,614
	SEMI-MON	2,672.00	2,780.50	2,892.00	3,009.50	3,129.50	3,255.00	3,384.00	3,519.50	3,661.00	3,807.00
	8HR	246.64	256.64	266.96	277.84	288.88	300.48	312.40	324.88	337.92	351.44
	HRLY	30.83	32.08	33.37	34.73	36.11	37.56	39.05	40.61	42.24	43.93
SR22	ANN	69,408	72,228	75,108	78,120	81,216	84,468	87,864	91,368	95,016	98,808
	MON	5,784	6,019	6,259	6,510	6,768	7,039	7,322	7,614	7,918	8,234
	SEMI-MON	2,892.00	3,009.50	3,129.50	3,255.00	3,384.00	3,519.50	3,661.00	3,807.00	3,959.00	4,117.00
	8HR	266.96	277.84	288.88	300.48	312.40	324.88	337.92	351.44	365.44	380.00
	HRLY	33.37	34.73	36.11	37.56	39.05	40.61	42.24	43.93	45.68	47.50
SR24	ANN	86,064	89,568	93,132	96,864	100,704	104,736	108,948	113,292	117,816	122,520
	MON	7,172	7,464	7,761	8,072	8,392	8,728	9,079	9,441	9,818	10,210
	SEMI-MON	3,586.00	3,732.00	3,880.50	4,036.00	4,196.00	4,364.00	4,539.50	4,720.50	4,909.00	5,105.00
	8HR	331.04	344.48	358.24	372.56	387.36	402.80	419.04	435.76	453.12	471.20
	HRLY	41.38	43.06	44.78	46.57	48.42	50.35	52.38	54.47	56.64	58.90
SR26	ANN	92,952	96,732	100,584	104,616	108,756	113,112	117,660	122,352	127,236	132,324
	MON	7,746	8,061	8,382	8,718	9,063	9,426	9,805	10,196	10,603	11,027
	SEMI-MON	3,873.00	4,030.50	4,191.00	4,359.00	4,531.50	4,713.00	4,902.50	5,098.00	5,301.50	5,513.50
	8HR	357.52	372.08	386.88	402.40	418.32	435.04	452.56	470.56	489.36	508.96
	HRLY	44.69	46.51	48.36	50.30	52.29	54.38	56.57	58.82	61.17	63.62
SR28	ANN	100,392	104,472	108,636	112,980	117,456	122,160	127,068	132,144	137,412	142,908
	MON	8,366	8,706	9,053	9,415	9,788	10,180	10,589	11,012	11,451	11,909
	SEMI-MON	4,183.00	4,353.00	4,526.50	4,707.50	4,894.00	5,090.00	5,294.50	5,506.00	5,725.50	5,954.50
	8HR	386.16	401.84	417.84	434.56	451.76	469.84	488.72	508.24	528.48	549.68
	HRLY	48.27	50.23	52.23	54.32	56.47	58.73	61.09	63.53	66.06	68.71
SR29	ANN	112,944	117,528	122,220	127,104	132,144	137,436	142,956	148,668	154,584	160,776
	MON	9,412	9,794	10,185	10,592	11,012	11,453	11,913	12,389	12,882	13,398
	SEMI-MON	4,706.00	4,897.00	5,092.50	5,296.00	5,506.00	5,726.50	5,956.50	6,194.50	6,441.00	6,699.00
	8HR	434.40	452.00	470.08	488.88	508.24	528.64	549.84	571.84	594.56	618.40
	HRLY	54.30	56.50	58.76	61.11	63.53	66.08	68.73	71.48	74.32	77.30