

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

This SUPPLEMENTAL AGREEMENT (SA) is entered into on this 10th day of January, 2025, 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 and architect classes within Bargaining Unit (BU) 13.

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

WHEREAS, Engineers and Architects within certain engineering and architect 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; and

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 PARTIES previously entered into a Supplement Agreement dated May 15, 2024 (Engineer Supplemental Agreement) that adjusted the salary of Engineers within certain classes, and provided for the possibility of an equity adjustment under certain conditions when a new employee who fell within the scope of the Engineer Supplemental Agreement was hired above the minimum step; and

WHEREAS the PARTIES desire to expand the scope of the Engineer Supplemental Agreement to include Architect counterparts; and

WHEREAS the PARTIES desire to replace the Engineer Supplemental Agreement in its entirety with this present SA; 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 and Architects 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 and architect 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;
 - o. Wastewater Plant Engineer I and II; and
 - p. Architect I through VI.

2. Engineers and Architects 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 became 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 ENG-ARCH”. This Exhibit CITY-BU13-TEMP ENG-ARCH reflects the increase to an employee’s base salary only, and not to total compensation.
5. Effective at 12:01 a.m. on February 1, 2025, Employees within the classes described above (hereinafter “Employee”) shall be moved from the BU-13 CBA’s Exhibit D, or if applicable from the Engineer Supplement Agreement’s Exhibit CITY-BU13-TEMP, onto their corresponding steps on Exhibit CITY-BU13-TEMP ENG-ARCH, and will be paid according to Exhibit CITY-BU13-TEMP ENG-ARCH, rather than Exhibit D or Exhibit CITY-BU13-TEMP, in accordance with this SA, and the prior Engineer Supplemental Agreement shall be automatically terminated.
6. Exhibit CITY-BU13-TEMP ENG-ARCH shall be used for any salary calculations during the period of time the affected Employee is on CITY-BU13-TEMP ENG-ARCH, 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.
7. 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 ENG-ARCH, except following an equity adjustment and as modified in paragraph 11.e. below.

8. 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 ENG-ARCH, in accordance with the normal shortage differential terms or conditions applicable to Employees in the classes described above.
9. 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 ENG-ARCH rather than Exhibit D through the period of time provided for in this SA. New employees who start on or after February 1, 2025, shall not receive a shortage differential while this SA is in effect; additionally, new employees who started on July 1, 2024 through January 31, 2025, who did not receive a shortage differential due to the terms of the Engineer Supplemental Agreement dated May 15, 2024, shall not receive a shortage differential while this SA is in effect.
10. 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.
11. 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 existing Employee who falls within the scope of this SA and is currently employed in the same or higher pay grade within a department with similar duties and responsibilities, and whose salary is determined by the appointing authority to be significantly lower than the newly hired Employee, 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 ENG-ARCH; however, no Employee shall receive an equity adjustment that exceeds five (5) 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; and
 - 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.
- 12. The provisions of Article 14, Compensation Adjustment shall continue to apply to Employees who fall within the scope of this SA. Where a compensation adjustment provision in Article 14 results in a rate that falls between two steps, the provisions of Attachment 1 to this SA shall apply.
- 13. 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 ENG-ARCH 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 11 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 ENG-ARCH is the step that will be used when the Employee is returned to Exhibit D, and any voiding of time pursuant to paragraph 11.e. above shall carry over with their placement onto Exhibit D.
- 14. 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 or architects 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 Designate
Department of Human Resources

Randy Perreira
Executive Director
HGEA

ATTACHMENT 1

Article 14, Compensation Adjustment

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B. Compensation Adjustment Upon Promotion.

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

2. ~~[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. Notwithstanding J.1.a, the temporary differential 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

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

* * *

b. ~~[Effective July 1, 2020, 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 follow:

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 and shall be entitled to a demotion differential (DD).

2) 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.

a) 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]~~ If such [the] 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 and shall be entitled to a DD.

* * *

5. Voluntary Demotion.

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

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

2) For Voluntary demotions involving a movement of more than three (3) pay ranges, the Employee shall be compensated at the **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.

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Exhibit CITY-BU13-TEMP ENG-ARCH

		Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	Step L	Step M
EN18	ANN	65,760	67,656	69,624	71,640	73,716	75,852	78,048	80,316	82,644	85,044
	MON	5,480	5,638	5,802	5,970	6,143	6,321	6,504	6,693	6,887	7,087
	SEMI-MON	2,740.00	2,819.00	2,901.00	2,985.00	3,071.50	3,160.50	3,252.00	3,346.50	3,443.50	3,543.50
	8HR	252.96	260.24	267.76	275.52	283.52	291.76	300.16	308.88	317.84	327.12
	HRLY	31.62	32.53	33.47	34.44	35.44	36.47	37.52	38.61	39.73	40.89
EN19	ANN	68,328	70,308	72,348	74,448	76,608	78,840	81,120	83,472	85,896	88,380
	MON	5,694	5,859	6,029	6,204	6,384	6,570	6,760	6,956	7,158	7,365
	SEMI-MON	2,847.00	2,929.50	3,014.50	3,102.00	3,192.00	3,285.00	3,380.00	3,478.00	3,579.00	3,682.50
	8HR	262.80	270.40	278.24	286.32	294.64	303.20	312.00	321.04	330.40	339.92
	HRLY	32.85	33.80	34.78	35.79	36.83	37.90	39.00	40.13	41.30	42.49
EN20	ANN	71,016	73,080	75,192	77,364	79,620	81,936	84,300	86,760	89,268	91,848
	MON	5,918	6,090	6,266	6,447	6,635	6,828	7,025	7,230	7,439	7,654
	SEMI-MON	2,959.00	3,045.00	3,133.00	3,223.50	3,317.50	3,414.00	3,512.50	3,615.00	3,719.50	3,827.00
	8HR	273.12	281.04	289.20	297.52	306.24	315.12	324.24	333.68	343.36	353.28
	HRLY	34.14	35.13	36.15	37.19	38.28	39.39	40.53	41.71	42.92	44.16
EN21	ANN	73,800	75,936	78,144	80,400	82,740	85,140	87,612	90,144	92,760	95,448
	MON	6,150	6,328	6,512	6,700	6,895	7,095	7,301	7,512	7,730	7,954
	SEMI-MON	3,075.00	3,164.00	3,256.00	3,350.00	3,447.50	3,547.50	3,650.50	3,756.00	3,865.00	3,977.00
	8HR	283.84	292.08	300.56	309.20	318.24	327.44	336.96	346.72	356.80	367.12
	HRLY	35.48	36.51	37.57	38.65	39.78	40.93	42.12	43.34	44.60	45.89
EN22	ANN	76,704	78,924	81,216	83,556	85,980	88,488	91,044	93,684	96,396	99,192
	MON	6,392	6,577	6,768	6,963	7,165	7,374	7,587	7,807	8,033	8,266
	SEMI-MON	3,196.00	3,288.50	3,384.00	3,481.50	3,582.50	3,687.00	3,793.50	3,903.50	4,016.50	4,133.00
	8HR	295.04	303.52	312.40	321.36	330.72	340.32	350.16	360.32	370.72	381.52
	HRLY	36.88	37.94	39.05	40.17	41.34	42.54	43.77	45.04	46.34	47.69
EN23	ANN	79,800	82,116	84,504	86,952	89,472	92,076	94,752	97,500	100,320	103,224
	MON	6,650	6,843	7,042	7,246	7,456	7,673	7,896	8,125	8,360	8,602
	SEMI-MON	3,325.00	3,421.50	3,521.00	3,623.00	3,728.00	3,836.50	3,948.00	4,062.50	4,180.00	4,301.00
	8HR	306.96	315.84	325.04	334.40	344.16	354.16	364.40	375.04	385.84	397.04
	HRLY	38.37	39.48	40.63	41.80	43.02	44.27	45.55	46.88	48.23	49.63
EN24	ANN	94,728	97,464	100,296	103,200	106,200	109,284	112,452	115,704	119,064	122,520
	MON	7,894	8,122	8,358	8,600	8,850	9,107	9,371	9,642	9,922	10,210
	SEMI-MON	3,947.00	4,061.00	4,179.00	4,300.00	4,425.00	4,553.50	4,685.50	4,821.00	4,961.00	5,105.00
	8HR	364.32	374.88	385.76	396.96	408.48	420.32	432.48	445.04	457.92	471.20
	HRLY	45.54	46.86	48.22	49.62	51.06	52.54	54.06	55.63	57.24	58.90
EN25	ANN	98,436	101,304	104,232	107,256	110,364	113,556	116,844	120,240	123,732	127,332
	MON	8,203	8,442	8,686	8,938	9,197	9,463	9,737	10,020	10,311	10,611
	SEMI-MON	4,101.50	4,221.00	4,343.00	4,469.00	4,598.50	4,731.50	4,868.50	5,010.00	5,155.50	5,305.50
	8HR	378.64	389.60	400.88	412.56	424.48	436.72	449.44	462.48	475.92	489.76
	HRLY	47.33	48.70	50.11	51.57	53.06	54.59	56.18	57.81	59.49	61.22
EN26	ANN	102,300	105,276	108,336	111,480	114,708	118,044	121,464	124,980	128,604	132,336
	MON	8,525	8,773	9,028	9,290	9,559	9,837	10,122	10,415	10,717	11,028
	SEMI-MON	4,262.50	4,386.50	4,514.00	4,645.00	4,779.50	4,918.50	5,061.00	5,207.50	5,358.50	5,514.00

	8HR	393.44	404.88	416.64	428.80	441.20	454.00	467.20	480.72	494.64	508.96
	HRLY	49.18	50.61	52.08	53.60	55.15	56.75	58.40	60.09	61.83	63.62
EN27	ANN	106,404	109,488	112,656	115,932	119,292	122,736	126,300	129,960	133,728	137,604
	MON	8,867	9,124	9,388	9,661	9,941	10,228	10,525	10,830	11,144	11,467
	SEMI-MON	4,433.50	4,562.00	4,694.00	4,830.50	4,970.50	5,114.00	5,262.50	5,415.00	5,572.00	5,733.50
	8HR	409.28	421.12	433.28	445.92	458.80	472.08	485.76	499.84	514.32	529.28
	HRLY	51.16	52.64	54.16	55.74	57.35	59.01	60.72	62.48	64.29	66.16
EN28	ANN	115,092	118,440	121,872	125,400	129,048	132,780	136,644	140,604	144,684	148,884
	MON	9,591	9,870	10,156	10,450	10,754	11,065	11,387	11,717	12,057	12,407
	SEMI-MON	4,795.50	4,935.00	5,078.00	5,225.00	5,377.00	5,532.50	5,693.50	5,858.50	6,028.50	6,203.50
	8HR	442.64	455.52	468.72	482.32	496.32	510.72	525.52	540.80	556.48	572.64
	HRLY	55.33	56.94	58.59	60.29	62.04	63.84	65.69	67.60	69.56	71.58
EN29	ANN	124,308	127,908	131,616	135,432	139,356	143,400	147,564	151,848	156,240	160,776
	MON	10,359	10,659	10,968	11,286	11,613	11,950	12,297	12,654	13,020	13,398
	SEMI-MON	5,179.50	5,329.50	5,484.00	5,643.00	5,806.50	5,975.00	6,148.50	6,327.00	6,510.00	6,699.00
	8HR	478.08	491.92	506.24	520.88	536.00	551.52	567.52	584.00	600.96	618.40
	HRLY	59.76	61.49	63.28	65.11	67.00	68.94	70.94	73.00	75.12	77.30