ARTICLE 14 - COMPENSATION ADJUSTMENT

A. General Provisions.

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

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

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

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

4. A leave of absence without pay shall end upon the day before the first working day an Employee properly reports for duty, and an Employee shall be entitled to receive compensation as of the first working day the Employee properly reports for
duty. Each calendar day from the beginning to the end of an Employee's leave of
absence without pay shall be charged as leave without pay provided that an Employee
who is granted a leave of absence without pay and who returns to duty after being
absent from work for only one (1) working day or less, shall be charged for one (1) day
of leave of absence without pay or less, as applicable, even though one (1) or more
scheduled or normal non-working days or a holiday may have preceded the Employee's
return to duty.

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

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

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

8. Employees who are receiving a shortage differential shall have their
compensation adjusted by provisions contained in a separate supplemental
agreement.
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. 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. 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 probational appointment following a promotion shall be compensated as though they had remained in their permanent positions continuously.

C. Compensation Adjustment Upon Demotion.

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

   a. "Demotion" 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 lower pay range in the salary schedule.

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

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

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

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

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

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

h. "Voluntary demotion" means a demotion requested by an Employee and granted by the appointing authority.
2. Disciplinary or Involuntary Demotion.

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

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

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

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

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

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


An Employee who receives a non-service connected disability demotion shall be
compensated as provided below:
a. A regular Employee who has fifteen (15) or more years of continuous service in the civil service of the Employee's governmental jurisdiction shall retain the Employee's basic rate of pay; provided that:

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

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

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

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Months of Compensation Retention</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>6</td>
<td>14</td>
</tr>
<tr>
<td>7</td>
<td>16</td>
</tr>
<tr>
<td>8</td>
<td>18</td>
</tr>
<tr>
<td>9</td>
<td>20</td>
</tr>
<tr>
<td>10</td>
<td>22</td>
</tr>
<tr>
<td>11</td>
<td>24</td>
</tr>
<tr>
<td>12</td>
<td>26</td>
</tr>
<tr>
<td>13</td>
<td>28</td>
</tr>
<tr>
<td>14</td>
<td>30</td>
</tr>
</tbody>
</table>
1) If the Employee's basic rate of pay falls between two (2) steps in the lower pay range, the Employee shall be compensated at the step in the lower pay range whose rate is immediately below the Employee's basic rate of pay and shall be entitled to a temporary differential.

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

c. The basic rate of pay of a regular Employee with less than five (5) 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.

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 step in the lower pay range 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 probational appointment
following a demotion shall be compensated as though the Employee had
remained in the former position continuously.

D. Compensation Adjustment Upon Transfer.

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

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

E. Compensation Adjustment Upon Reallocation.

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

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

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

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

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

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

F. Compensation Adjustment Upon Repricing.

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

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

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

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

H. Compensation for Temporary Assignment Performed.

Compensation for temporary assignment shall be as follows:

1. Except as provided in subparagraph 6., the basic rate of an Employee
who performs temporary assignment involving a position assigned to a class in a higher
pay range in the salary schedule shall be adjusted in the manner as adjustments for
promotion except that any temporary differential which the Employee was receiving
shall not be added to the basic rate of pay but shall be retained by the Employee while
performing the temporary assignment. [Any Employee who performs temporary
assignment involving a position for which an adjusted entry rate has been prescribed by
the Employer, and whose rate of pay, when adjusted hereunder is below the adjusted
entry rate, shall be entitled to an additional amount of compensation which shall be the
difference between the Employee's adjusted rate of pay and the adjusted entry rate
prescribed by the Employer. This difference, to be referred to as a temporary
assignment differential, (TAD) shall not be considered as part of the Employee's base
pay. The TAD shall end upon completion of the temporary assignment.]

2. An Employee who performs a temporary assignment involving a position
assigned to the same or lower pay range in the salary schedule shall continue to be
compensated at the Employee's basic rate of pay prior to the temporary assignment. [It
is provided that any Employee who performs temporary assignment involving a position
for which an adjusted entry rate has been prescribed by the Employer, and whose basic
rate of pay is below the adjusted entry rate, shall be entitled to an additional amount of
compensation which shall be the difference between the Employee's basic rate of pay
and the adjusted entry rate prescribed by the Employer. This difference, to be referred
to as a temporary assignment differential, (TAD) shall not be considered as part of the
Employee's base pay. The TAD shall end upon completion of the temporary
3. Whenever a temporary assignment involves the assumption of duties and responsibilities of an exempt position not assigned to a salary range (regardless of whether the exempt position is within the bargaining unit or outside of the bargaining unit), Employees will be compensated at the prescribed statutory rate of pay if such rate is higher than the Employee's existing basic rate of pay. If there is no prescribed statutory rate, the appointing authority may exercise discretion in setting compensation for temporary assignment; provided, the compensation shall be no less than the Employee's basic rate of pay.

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

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

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

   If the temporary assignment does not involve a higher pay range as determined above, the Employee shall be compensated pursuant to subparagraph 2.
[TAD shall be provided in the same manner as provided in subparagraphs 1.
and 2.]}

5. Whenever a temporary assignment involves the assumption of the duties
and responsibilities of a position in the Excluded Managerial Compensation Plan
(EMCP), the following will be used to determine whether the assignment is to a higher
pay range:

The excluded managerial position is in a class for which the maximum rate for
the class is higher than the maximum rate for the Employee's class; provided, the dollar
difference between the two (2) maximum rates is more than the dollar difference
between the minimum and second step of the Employee's pay range.

If the temporary assignment involves a position in a higher pay range, as
determined above, then the Employee will be compensated by whichever of the
following methods of pay computation nets the Employee a greater amount:

a. by adding the dollar difference between the minimum rate of the
   EM salary range and the Employee's existing salary range to the Employee's
   existing rate of pay; or

b. by adjusting the Employee's basic rate of pay as though a
   promotion had occurred within the same salary schedule. (To determine the
   adjustment, use the following equivalency table: EM-01 equates to SR-24, EM-
   02 equates to SR-25, EM-03 equates to SR-26, etc.)

Whenever a temporary assignment involves the assumption of the duties
and responsibilities of a position in the Excluded Managerial Compensation Plan
(EMCP), such assignment shall be compensated in accordance with the
provisions that are applicable to Excluded Managerial (EM) Employees.
If the temporary assignment does not involve a higher pay range as determined above, the Employee shall be compensated pursuant to subparagraph 2.

[TAD shall be provided in the same manner as provided in subparagraphs 1. and 2.]

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

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

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

I. Temporary Differential Pay.

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

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

3. The TD pay shall be reduced by an amount equal to any adjustment in the Employee's basic rate of pay due to promotion, upward reallocation, or repricing upward actions. When the adjustment due to these actions is greater than or equal to the TD pay, the TD pay shall be terminated.
4. When an Employee with TD pay is demoted or transferred, or whose position is reallocated to a class in the same or lower pay range, the TD shall be continued in the new pay range.

J. Compensation Adjustment for Non-Regular Employees.

1. Movements of non-regular Employees to other civil service 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 prescribed in this paragraph.

2. A non-regular 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.

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

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

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

K. Compensation Adjustment for Exempt Employees Accepting Civil Service
1. Exempt Employees who move to civil service positions or who are granted civil service status pursuant to legislation shall not have the transaction considered as promotions, transfers, or demotions. Such transactions shall be considered new appointments and pay adjustments upon these new appointments shall be as prescribed in this paragraph.

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

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

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

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

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

L. Compensation Adjustment for Employees Moving to Exempt Appointments.

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.

2. Regular Employees serving limited term or other temporary appointments
who are converted to probational or permanent appointments in the same positions that
they were serving on a limited term or other temporary appointment basis shall continue
to receive the same basic rate of pay they were receiving while serving the limited term
or temporary appointment.
N. Compensation Adjustments Following an Intergovernmental Movement Made Pursuant to Law.

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

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

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

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

O. Step Movements.

1. [Step movements under this paragraph shall begin no earlier than July 1, 1993.] All step movement costs under this paragraph shall be included in the costs of collective bargaining and submitted to the respective legislative bodies for approval at the appropriate time.

2. For purposes of this paragraph, wherever the terms "bargaining unit" or "bargaining unit 03" appear, it shall also include bargaining unit 04.
3. The following definitions shall be applicable to this paragraph:

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

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

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

a. "Service" means employment service on a step in any Employer jurisdiction in an existing or former position which is or has been included in bargaining unit 03 or which would have been included in bargaining unit 03 were it not excluded therefrom, provided there is no break in service.

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

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

1) absences without pay, except as provided in subparagraph 4.d. below;
2) absences due to suspension; or
3) any period of substandard performance.
d. A period of authorized leave without pay for the following purposes shall be construed as creditable service:

1) to be on sabbatical leave;

2) to recuperate from an injury for which workers’ compensation weekly payments are made, or

3) to be on military service where the President of the United States or the governor of the State has called the Employee to active duty.

5. Determining Step Movement Date.

a. Subject to adjustment for all periods of time not creditable as provided in subparagraph 4.c., the step movement date shall be determined as follows:

1) For Employees in the bargaining unit as of June 30, 1991, the step movement date shall be determined by the most recent date of hire.

2) For Employees who enter a position in the bargaining unit after June 30, 1991, the step movement date shall be determined by the date the Employee initially entered a position in the bargaining unit.

3) For Employees who re-enter a position in the bargaining unit after June 30, 1991, the step movement date shall be determined by the date the Employee re-entered a position in the bargaining unit.

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


   a. Any Employee who is at a step or rate below the maximum step of
      the pay range shall be eligible for and shall receive a step movement on the
      Employee's step movement date, provided the Employee has completed the
      minimum number of years of satisfactory creditable service required for
      advancement to the next higher step. [as specified in the following:

<table>
<thead>
<tr>
<th>Existing Step</th>
<th>Minimum No. of Years of Creditable Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>at Existing Step Before Movements to Next Step</td>
</tr>
<tr>
<td>A</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>2</td>
</tr>
<tr>
<td>D</td>
<td>3</td>
</tr>
<tr>
<td>E</td>
<td>3</td>
</tr>
<tr>
<td>F</td>
<td>3</td>
</tr>
<tr>
<td>G</td>
<td>3</td>
</tr>
<tr>
<td>H</td>
<td>3</td>
</tr>
<tr>
<td>I</td>
<td>3</td>
</tr>
<tr>
<td>J</td>
<td>3</td>
</tr>
</tbody>
</table>

Effective July 1, 1995, the minimum number of years of satisfactory creditable service required for advancement to the next higher step shall be as specified in the following:

<table>
<thead>
<tr>
<th>Existing Step</th>
<th>Minimum No. of Years of Creditable Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>at Existing Step Before Movements to Next Step</td>
</tr>
<tr>
<td>A</td>
<td>1</td>
</tr>
<tr>
<td>B</td>
<td>1</td>
</tr>
<tr>
<td>C</td>
<td>2</td>
</tr>
</tbody>
</table>
b. The Employee shall not be entitled to receive a step movement on a date earlier than the Employee's step movement date and any time earned in excess of the minimum time required for the step movement is voided upon movement to the next higher step in the same pay range.


a. Promotion, Demotion, Reallocation or Repricing

Notwithstanding subparagraph 6. above, an Employee who is promoted, demoted or whose position is reallocated or repriced to another pay range shall be credited with time earned in the former pay range or pay ranges toward eligibility for a step movement in the new pay range.

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

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

c. Return to Position Following Release from Limited Term, Provisional or New Probationary Appointment
An Employee who returns to the Employee's permanent position following release from a limited term, provisional or new probationary appointment, whether from a position within the bargaining unit or from a position outside the bargaining unit, shall be credited with service rendered as though the Employee had remained in the former position continuously.


   a. For Employees in the bargaining unit as of June 30, 1991, time earned toward eligibility for a step movement under this paragraph shall begin with service rendered as of July 1, 1991.

   b. For Employees who entered the bargaining unit on or after July 1, 1991, time earned toward eligibility for a step movement under this paragraph shall begin with service rendered from the date the Employee entered the bargaining unit.

   c. For the period July 1, 1991 to June 30, 1993, the maximum service time eligible to be earned under this subparagraph shall be twenty-four (24) months. This service time shall only be creditable for one step movement.

   d. Step movements under this paragraph shall take place no earlier than July 1, 1993.

P. Other Compensation Adjustments.

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