

CLASSIFICATION AND CLASSIFICATION CHANGES

[Building Codes Division (BCD) Article 11]

Revise Section 1 as follows:

Section 1. Work Out of Classification.

- a. When an employee is assigned, in writing, by the Department for a limited time period to perform the major distinguishing duties of a position at a higher level classification for five (5) consecutive workdays, that employee shall **receive a work-out-of-classification differential**. ~~be paid at the first step in the assigned classification or five percent (5%) more than the employee's current rate of pay, whichever is greater.~~

When such assignments are made to work out of classification for five (5) consecutive workdays, the employee shall be compensated for all hours worked beginning from the first day of the assignment and for the full period of that particular assignment.

b. The agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of the differential.

- i. **If the assessment results in one step above, equal to, or below the employee's current pay rate, the differential will be five percent (5%) or a dollar amount based on the first step of the higher salary range, whichever is greater.**
- ii. **If the assessment results in two steps or more above the employee's current pay rate, the agency will use the outcome of the assessment to determine the dollar amount of the differential.**

iii. If the differential is a dollar amount, the amount will be adjusted due to changes to the base salary (e.g. COLA or step increase).

~~bc. An employee who is underfilling a position shall be informed in writing that the employee is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level to the position, the employee shall be reclassified.~~

ed. An employee who accepts duties out of class for training or developmental purposes shall have an agreement in writing of the purpose and length of the assignment during which there shall be no extra pay for the work. Such assignment shall not exceed six (6) months. A copy of the notice shall be placed in the employee's file.

a. Employees who are removed from work out-of-class status prior to the original end date shall be given written notice of the end of such duties.

~~b. If applying work out of class would not result in additional compensation for an employee, the Agency will provide an additional differential to ensure the employee is receiving at least a five percent (5%) increase while in the work out of class assignment. Agencies must document the reasons for the exceptions.~~

Revise Section 5 as follows:

Section 5. Downward Reclassification.

a. When a position is reclassified to another class at the same pay level or to a class that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new class.

- b. The Department shall notify an employee in writing of a downward reclassification of the employee's position and the specific reasons for doing so within thirty (30) days prior to the effective date.

c. **When an employee is reclassified downward, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.**

- i. **If the employee's current pay exceeds the top step of the new classification, the agency will retain their current salary. The agency will red-circle their rate of pay until the top step of the classification equals or exceeds the employee's salary. Employees who are red-circled are not eligible for cost-of-living increases. When the top step of the classification equals or exceed the employee's red-circled rate of pay, an agency will adjust the rate of pay appropriately and the employee becomes eligible for cost-of-living increases.**
- ii. **If the employee's current pay falls within the new classification's salary range and the assessment results in a step equal to or greater than their current pay, the agency will apply the outcome of the equal pay calculator.**
- iii. **If the employee's current pay falls within the new classification's salary range but the assessment results in a step below their current pay, the agency will maintain the employee's current pay. If this places the employee off-step in the new classification, the employee will advance to the next higher salary step at their next benefit service date followed by an additional step increase — not to exceed the top step of the range.**

The benefit service date remains the same unless the employee is already at the top step of the new salary range.

~~When an employee is reclassified downward, the employee's rate of pay shall be the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary review and eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified.~~

- c. No employee shall be reclassified downward while other employees with less service credits remain in the original class.

Revise Section 6 as follows:

Section 6. Equal Reclassification Rate.

(a) When an employee is reclassified to an equal or lateral classification, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.

- i. **If the employee's current pay exceeds the top step of the new classification, the agency will retain their current salary. The agency will red-circle their rate of pay until the top step of the classification equals or exceeds the employee's salary. Employees who are red-circled are not eligible for cost-of-living increases. When the top step of the classification equals or exceed the employee's red-circled rate of pay, an agency will adjust the rate of pay appropriately and the employee becomes eligible for cost-of-living increases.**
- ii. **If the employee's current pay falls within the new classification's range and the assessment results in a step equal to or greater than their current pay, the agency will apply the outcome of the equal pay calculator.**

iii. If the employee's current pay falls within the new classification's range but the assessment places them below their current pay rate, the agency will retain their current salary. If this places the employee off-step, they will advance to the next higher step at their next benefit eligibility day and then move up an additional step—not to exceed top step of the range.

The benefit service date remains unchanged.

~~When an employee is reclassified to a class having the same salary range, the employee's rate of pay will not be changed.~~

Section 7. Pay for Upward Reclassification.

Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then whatever step of a new salary range constitutes a pay increase. If the new salary rate is less than a four percent (4%) increase, then the employee's rate shall be the next step of the new salary range. In no case shall it exceed the new salary range maximum.

Revise Section 8 as follows:

Section 8. Pay Date of Upward Reclassification.

The effective date of a reclassification shall be the date the reclassification was finalized in the budget and a note will be added to the CHRO human resources information system with the date that the reclassification was requested. ~~the first of the month following the month in which the reclass was received by the Department's Employee Services Section. If~~ the reclassification receives legislative or ~~approved by the Legislative Review Agency or the Department of Administrative Services~~ approval, the employee will receive a lump sum payment if eligible. The lump sum payment shall be the difference between the current salary rate including work out of classification pay, if any, and the proposed salary rate. The lump sum payment will cover the period beginning the first of the month following the month in which the reclass request was received by the ~~Department's Employee Services Section~~ Agency to the date the reclassification is implemented.

The employee does not retain the employee's old salary eligibility date. A new salary eligibility date will be established twelve (12) months from the effective date of the reclassification.

Section 9. Pay for Upward Reclassification Denial.

If the Legislature does not approve the reclassification request, the employee shall be paid the rate of pay of the higher level classification from the first (1st) of the month following the month in which the reclass request was received by the Department Personnel Office to the date the duties were removed.

Section 10. Denied Reclassification/Involuntary Reclassification Appeal Process

Agency Appeal: If an employee's requested reclassification is denied or the Agency reclassifies an employee's position, the Union may appeal the decision in writing to the Agency Head or designee within fifteen (15) calendar days after receipt of the Agency's decision. The appeal must identify the reason(s) the Agency's decision is incorrect. The Agency shall respond to the appeal in writing within fifteen (15) calendar days from receipt of the Union's appeal. The Union may submit supplemental material provided to the Agency head at least seven (7) days in advance of the Agency review.

Committee Appeal: If the Agency denies an employee's reclassification request or if the Agency reclassifies an employee's position, the Union may appeal the decision to the Employer/Union Classification Appeal Committee. The appeal must be in writing and submitted within fifteen (15) calendar days from the date the Agency's final decision. All appeals must be supported with copies of documents originally provided to the Agency for the reclassification request, including written explanation of the request and all relevant documentation. No new documentation or information will be considered by the Committee unless mutually agreed upon. Upon request, the Union and employee shall have one (1) opportunity to address the committee.

Employer/Union Classification Appeal Committee: The committee shall be composed of one (1) Employer representative and one (1) Union staff representative. The Committee's sole mission will be to consider appeals pursuant to this section of the article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions.

Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Arbitration: If there is no resolution, the Union may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Union's request must be sent to the Department of Administrative Services Labor Relations Unit and shall include the reasons why the Agency's decision is incorrect.

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the

panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall apportioned as in the arbitrators' judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the Agency's decision to stand unless they conclude that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Classification Criteria. For purposes of this section, a reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed classification and that the class specifications for the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

Terms used above shall be defined as follows: a) the purpose of the position shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency; b) the concept of the proposed classification shall be determined by the general description and distinguishing features of its class specifications, and, c) the overall duties, authority and responsibilities

of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency.

This Section supersedes any provisions contained in the Agencies grievance procedure.

Section 11. Underfill Differential.

When the agency selects an employee to fill a higher-level classification position as an underfill, the employee shall be notified in writing that they are an underfill, provided with the reasons for the underfill, and informed of the requirements needed to meet the minimum qualifications of the position's classification.

A. New Hire

- i. **An agency appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay in the employee's base position upon hire. The agency's appointing authority or management designee will then conduct an internal assessment to determine the appropriate dollar amount of the underfill differential. The assessment will be conducted using the work of a comparable character in the higher-level classification.**
- ii. **If the assessment results in a step equal to or below the employee's current pay rate, the differential will be a dollar amount based on the next higher step in the new salary range. If that step provides an increase of less than two and five-tenths percent (2.5%), the agency will apply the next higher step in the new classification's salary range.**
- iii. **If the assessment results in a step above the employee's current pay rate, the agency will use the outcome of the assessment to determine the**

dollar amount of the differential. If this increase is still less than two-point five percent (2.5%), the agency use the next higher step in the new classification's salary range to determine the dollar amount of the differential.

iv. The differential will be adjusted due to changes to the base salary (e.g. COLA or step increase).

v. Once the employee meets the minimum qualifications of the position, the Agency shall administratively move the employee to the higher classification and the underfill differential shall be removed. This action is not considered a reclassification.

vi. When the employee is administratively moved to the higher position, the benefit service date remains unchanged.

B. Current State Employee

i. The agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate dollar amount of the underfill differential. The assessment will be conducted using the work of a comparable character in the higher-level classification.

ii. If the assessment results in a step equal to or below the employee's current pay rate, the differential will be a dollar amount based on the next higher step in the new salary range. If that step provides an increase of less than two and five-tenths percent (2.5%), the agency will apply the next higher step in the new classification's salary range.

iii. If the assessment results in a step above the employee's current pay rate, the agency will use the outcome of the assessment to determine the dollar amount of the differential. If this increase is still less than two-point five percent (2.5%), the agency use the next higher step in the new classification's salary range to determine the dollar amount of the differential.

iv. The differential will be adjusted due to changes to the base salary (e.g. COLA or step increase).

v. The employee's benefit service date is set out six (6) months from the date of placement into the underfill position. The employee will be eligible for a step increase at the conclusion of the six months from the date of placement into the underfill and annually thereafter until they have reached top step in the higher classification's salary range, consistent with the collective bargaining agreement.

vi. Once the employee meets the minimum qualifications of the position, the Agency shall administratively move the employee to the higher classification and the underfill differential shall be removed. This action is not considered a reclassification.

vii. The benefit service date shall remain the date determined by subsection (v).

REV: 2023

Similarly, revise in the following CBA articles:

CCB - Article 17

DLCD - Article 25

309 *DSL - Article 22*
310 *SACU - Article 45*
311 *Dentists - Article 28*
312 *OLCC - Article 20*
313 *REA - Article 17*
314 *OSH (RN) - Article 28*
315 *OSP - Article 14*
316 *OMD - Article 34*
317 *OYA - Article 45*
318 *LTCO - Article 11*
319 *OHAP - Article 26*
320 *DEQ - Article 18*
321 *OEM - Article 15*
322 *OSFM - Article 14*
323 *OPDC - Article 8 (Legal Support & ASD), Article 9 (Attorney)*
324

1 **LETTER OF AGREEMENT – ADMINISTRATIVE LEAVE/DUTY STATIONED AT**
2 **HOME INVESTIGATION COMMUNICATION**
3

4 **During any investigation where an employee is on administrative leave or duty**
5 **stationed at home, the agency shall provide a status update to the steward of**
6 **record, every thirty (30) days. If there is no steward of record, the agency shall**
7 **provide the status update to a Council 75 representative.**
8