

ARTICLE 14

CLASSIFICATIONS

14.1 Definitions

14.1.1 For the purpose of this Agreement, the following definitions shall apply:

14.1.1.1 Regular Employee - shall be an employee who is a member of the bargaining unit and has successfully completed the probationary period following their initial hire.

14.1.1.2 Probationary Employee - shall be a newly hired employee of the County during their probationary period.

14.1.1.3 Seasonal Employee - shall be an employee of the County who is hired for a specific period of time exceeding five (5) months and not exceeding nine (9) months.

(a) Extended Seasonal employees shall be members of the Union and covered by the terms of this Agreement, with the exclusion of promotional provisions, recall provisions and seniority rights provisions.

(b) Extended Seasonal employees shall receive one (1) personal holiday for each seasonal period of time worked exceeding five (5) months, and will earn vacation and sick leave at the rate of one (1) day for each month worked. Extended Seasonal employees who are rehired on a consecutive yearly basis will receive (1) paid holiday and earn vacation and sick immediately.

(c) If the extended seasonal employee is rehired, accrued sick leave from the prior season will be carried over to the current season of employment. Accrued vacation will not be carried over and will be paid off when the seasonal employee is separated from employment.

(d) Extended Seasonal employees shall receive a salary step increase after six (6) months of employment. Seasonal employees who are rehired on a yearly basis will progress through the salary steps in the same manner as a regular employee.

(e) Rehiring of extended seasonal employees on a year to year basis is at

the discretion of the employer.

14.1.1.4

(a) The County shall not use temporary or extended seasonal employees to supplant regular full time employees.

14.2 The Department will provide to the Union a complete Table of Organization Chart of Engineering and Utilities Department positions, including the number of positions, in January of each year. The Department will notify the Union of any vacant positions that are proposed to be eliminated.

14.3 Positions and Classification Specifications

14.3.1 Position: Single job. An aggregate of duties and responsibilities assigned by Department management to be performed by one employee within the Department.

14.3.2 Classification: One or more positions that are sufficiently alike with respect to duties and responsibilities to warrant using the same title, qualification requirements, and pay grade. Different positions within a classification may use different selection factors and recruitment processes.

14.3.3 The County agrees to update the classification specifications in a timely manner. The Union will have the opportunity to negotiate the impact from changes to the existing classifications.

14.4 Creation of New Classifications

When the Department wishes to create a new classification within the bargaining unit, the following procedure shall apply:

14.4.1 A job analysis form shall be submitted by the Department to Human Resources for evaluation.

14.4.2 Human Resources, in collaboration with the Department, will evaluate job duties and responsibilities of a proposed position. If it is deemed appropriate, a new classification will be designated by Human Resources. If the duties and responsibilities of a new position or a reclassification fit within an existing classification, it will be designated as such.

14.4.3 After Human Resources designates the new classification,

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the Union shall have twenty (20) calendar days following receipt thereof to review the determination, and during this period request to negotiate the impact of implementation. In the event that no agreement is reached, the matter may be referred to Step 4 (arbitration) of the grievance procedure.

14.5 Out of Class Pay

14.5.1 An employee who has been assigned by management or their immediate Supervisor to perform the essential duties of a higher job class for ~~more than one hour or more one-half (½) of a day~~ and requests out-of-class pay their time card shall be paid for all such work at the higher rate of pay. The minimum increase will be equivalent to at least two step (5.12%) increase over the employee's regular rate of pay not to exceed the maximum compensation of the higher classification. Written/verbal approval shall be obtained from management or the immediate supervisor prior to working out of class, and shall be signed off on the employee's timecard.

14.5.2 The employee must meet the minimum requirements of the higher classification in order to be assigned the out of class, essential functions of the higher job classification. In the event the out of class assignment is expected to be temporary, but is expected to exceed six (6) months, a competitive recruitment following the normal procedure will take place. It will be made clear to those applicants that the assignment is temporary and what the expected duration will be. If the selected employee is a current bargaining unit member, that employee's seniority within the bargaining unit will be continuous, uninterrupted and will continue to accrue during the time of temporary assignment.

14.5.3 If the employee works continuously in the higher classification for nine (9) months, the position may be submitted by Human Resources, Department Management or the employee for reclassification consideration in accordance with Section 5 of this Article. If the reason for the continuous higher classification work is due to the regularly assigned employee being on leave due to an extended injury or illness, the parties will meet to discuss the issue.

14.6 Reclassifications

14.6.1 Requests:

14.6.1.1 Requests for reclassification may be the result of either a nine (9) month or greater assignment working out of class, or a significant

change in duties and responsibilities. All requests shall be submitted on a standard reclassification form.

- 14.6.1.2 Positions submitted for reclassification consideration, related to a nine (9) month out-of-class assignment must have the Department Head or designee's signature concurring with the request for reclassification consideration. The Department Head or designee shall have 10 working days to respond in writing to the request and/or forward the request to HR.
- 14.6.1.3 Regarding positions submitted for reclassification consideration due to a significant change in job duties, the employee or Department must detail those duties that are contained within the class specification, which the employee is seeking to move to that are not contained within the employee's current class specification. Additionally, the requester must specifically detail how long they have been performing the duties for more than 50% of their work time as well as how long that type of assignment is expected to continue. Such requests must also have the Department Head or designee's signature concurring with the request for reclassification consideration. The Department Head or designee shall have ten (10) working days to respond in writing to the request.

If there is no concurring signature from the Department Head or designee in either case described in 14.6.1.2 or 14.6.1.3 above, the employee must discontinue performing the out of class duties that formed the basis for the request. Additionally, the supervisor must assure there is no assignment of out of class duties. If the employee and supervisor agree on the body of work and the work continues to be assigned but there is disagreement on the proper classification, the reclassification request may be submitted to step 3 of the grievance procedure.

Once Human Resources has received the reclassification request, they will respond within thirty (30) days as to their determination of reclassification. The parties may mutually agree to extend the thirty (30) days.

- 14.6.1.4 If agreed to, and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was submitted by the employee to the Department Head or designee.
- 14.6.1.5 If there is disagreement by the Department Head or designee, the

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reason for the disagreement will be discussed with the employee and the Union. The employee and Union will have ten (10) working days to address and revise the area(s) of disagreement. If the revised request is received by the end of the ten (10) working days, and if agreed to and approved, the effective date of the reclassification shall be the tenth (10th) working day after the request was initially submitted by the employee to the Department Head or designee.

14.6.1.6 If a revised request is not received by the end of the ten (10) working days, the effective date of the reclassification shall be the tenth (10th) working day after any subsequent submissions have been agreed to and approved by the Department Head or designee.

14.6.1.7 If there is no concurring signature from the Department Head, designee or Human Resources after attempts are made to resolve the disagreements, the employee may submit the reclassification request to step 4 (arbitration) of the grievance procedure.

14.6.1.8 No employee shall be allowed to request reclassification consideration if it has been less than one year from the date of the last reclassification determination.

14.6.2 Recruitment/Retention:

14.6.2.1 In the event there is a recruitment or retention problem indicating the relative market value of the classification may need reviewing the Union, the Department or Human Resources may request a job analysis and/or salary survey be conducted to determine the appropriateness of the salary, even when there is no significant change in duties and responsibilities or there is no nine month out of class assignment. In the event the results of that study indicate the salary needs adjusting, the parties agree to negotiate the impact of the adjustment on the affected employees.

14.6.2.2 Reclassified positions with no incumbent, and newly created positions, shall be posted in accordance with Article 15.

14.6.3 Advancement for positions with 1 - 2 Classification Specifications:

14.6.3.1 Certain positions within the bargaining unit have Classification Specifications are called 1-2 positions. Generally, it is anticipated

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that an employee will start at the level 1 (entry) position, and will gain the skills, experience, and applicable license/certification to be advanced to the level 2 (journey) position, as defined by the class specification and determined by the Division Head.

- 14.6.3.2 When the minimum requirements of the higher classification, are met, a request to be considered for advancement can be submitted. The request shall be in writing on a standard job analysis request form, provided by the County Human Resources Department and shall be submitted directly to the Division Head.
- 14.6.3.3 The Division Head shall have ten (10) working days to provide a written response to the request, or to concur and forward the request to Human Resources. In a case where the Division Head does not complete the evaluation of the request in the allotted time, but the request is subsequently approved for reclassification, the effective date for the reclassification will be the tenth (10th) working day after the date that the reclassification request form was originally submitted to the Division Head for consideration.
- 14.6.3.4 Once the Human Resources Department has received the reclassification request form, they will respond within fifteen (15) working days as to their determination of the advancement. If the advancement is agreed to and approved by Human Resources, the effective date of the advancement will be the tenth (10th) working day after the job analysis request form was submitted to the Division Head.