

### 35.05 - Insurance Providers and Third Party Administrators

In the event that the administration of the disability program is conducted by a private insurance carrier or a third party administrator the administration shall be conducted in accordance with insurance industry underwriting procedures and standards without reducing benefits or eligibility requirements as provided in this Agreement.

The Employer reserves the right to contract with a licensed mental health adjudicator to evaluate and approve or disapprove applications for disability leave based on any form of mental disorder as provided in Section 35.01 of this Article.

## ARTICLE 36 – WAGES<sup>1</sup>

### 36.01 - Definitions

“Classification salary base” is the minimum hourly rate of the pay range for the classification to which the employee is assigned.

“Step rate” is the specific value within the pay range to which the employee is assigned.

“Base rate” is the employee’s step rate plus longevity adjustment.

“Regular rate” is the base rate (which includes longevity) plus all applicable supplements.

“Total rate” is the regular rate plus shift differential, where applicable.

Notwithstanding any other provision of this agreement, if these definitions lead to any reduction in pay, the previous application shall apply.

### 36.02 - General Wage Increase<sup>2</sup>

Effective with the beginning of the pay period which includes July 1, 2006, the pay schedules shall be increased by three percent (3%).

Effective with the beginning of the pay period which includes July 1, 2007, the pay schedules shall be increased by three and a half percent (3.5%).

Effective with the beginning of the pay period which includes July 1, 2008, the pay schedules shall be increased by three and a half percent (3.5%).

### 36.03 - Step Movement<sup>3</sup>

Effective the pay period including July 1, 2003, there shall be no non- probationary step movements, including any step movement provided for in agency specific agreements. Step movement shall resume on the pay period including July 1, 2005. No retroactive movement shall occur for the two (2) years that have been skipped. Freezing of step movements shall not affect the performance evaluation schedule.

Newly hired employees will move to the next step in their pay range after completion of probation. In periods other than July 1, 2003 through June 30, 2005, subsequent step movement shall occur after one (1) year of successful completion of probation provided the employee receives an overall rating of “satisfactory”. Correction Officers and Juvenile Correctional Officers shall receive their initial step increase upon the completion of their probationary period or six (6) months of service as a Correction Officer or Juvenile Correctional Officer which ever comes first. All employees of the Department of Youth Services and the Department of Rehabilitation and Correction assigned to classifications which required a one hundred twenty (120) day probationary period pursuant to the previous Agreement, which expired on February 28, 1997, which require a one hundred eighty (180) day probationary period, as set forth in Article 6 shall be eligible for a step increase in the pay period following the successful completion of one hundred twenty (120) days of the probationary period.

If the employee’s performance evaluation is not completed on time, the employee shall not be denied a step increase.

### 36.04 - Promotions

Employees who are promoted shall be placed in a step to guarantee an increase of approximately four percent (4%).

### 36.05 - Classifications and Pay Range Assignments

#### A. Classifications and Pay Range Changes

##### 1. Employer Changes

The Employer, through the Office of Collective Bargaining, may create classifications, change the pay range of classifications, authorize advance step hiring if needed for recruitment or other legitimate reasons, and issue or modify specifications for each classification as needed. Before proposing changes to the Department of Administrative Services, an agency must discuss them with the Union pursuant to Section 8.02. Additionally, the Office of Collective Bargaining shall notify the Union forty-five (45) days in advance of any change of pay range or specifications. **THE UNION MAY PLACE CLASSIFICATION ISSUES ON THE LABOR/MANAGEMENT AGENDA FOR DISCUSSION AND POSSIBLE RESOLUTION OF OUTSTANDING ISSUES.**<sup>4</sup> Should the Union dispute the proposed action of the Employer and the parties are unable to resolve their differences, they shall resolve the issue through arbitration pursuant to Section 25.03 of this Agreement. The Union shall appeal the matter to arbitration by providing written notice to the Employer. The matter shall be submitted to a mutually agreed upon arbitrator knowledgeable in classification and compensation matters.

##### 2. Union JOINT Review

#### A. JOINT COMMITTEE

**THERE SHALL BE A JOINT COMMITTEE ESTABLISHED FOR CLASSIFICATION REVIEWS. STANDING MEMBERS OF THIS COMMITTEE INCLUDE A DESIGNEE FROM OCB, A DESIGNEE FROM DAS – COMPENSATION AND RECRUITMENT, AND TWO DESIGNEES FROM OCSEA CENTRAL OFFICE. THE STANDING MEMBERS, IN CONSULTATION WITH THEIR RESPECTIVE CONSTITUENCIES, SHALL DETERMINE THE SCOPE OF REVIEW. THIS MAY INCLUDE DEFINING A SEGMENT, A SERIES, OR PORTIONS OF THE CLASS PLAN AND/OR CLASSIFICATIONS TO BE STUDIED.**

<sup>1</sup> *IN FACT FINDING – Additional changes may be made as a result of the Fact Finder’s report.*

<sup>2</sup> *IN FACT FINDING – Additional changes may be made as a result of the Fact Finder’s report.*

<sup>3</sup> *IN FACT FINDING – Additional changes may be made as a result of the Fact Finder’s report.*

<sup>4</sup> *Clarifies that the Union may place classification issues on agency labor/management committee agendas.*

IF THE STANDING MEMBERS CANNOT MUTUALLY AGREE THE UNION SHALL CHOOSE A SEGMENT, A SERIES, OR PORTIONS OF THE CLASS PLAN AND/OR CLASSIFICATIONS TO BE JOINTLY REVIEWED IN GOOD FAITH. AFTER THE SCOPE OF REVIEW IS DETERMINED, THE STANDING MEMBERS SHALL CHOOSE THE OTHER MEMBERS OF THE JOINT COMMITTEE BASED ON THE CLASS SEGMENT UNDER CONSIDERATION. THE PARTIES WILL BE LIMITED TO FIVE (5) MEMBERS EACH IN ADDITION TO THE STANDING MEMBERS. THE COMMITTEE SHALL ALSO APPOINT SUBJECT MATTER EXPERT GROUPS OF THOSE WHO HAVE EXPERIENCE IN THE CLASSIFICATION(S) BEING REVIEWED.<sup>5</sup>

THE PURPOSE OF SUCH REVIEWS IS TO MEET STATE NEEDS, TO HAVE EMPLOYEES PLACED IN THE PROPER CLASSIFICATION IN ACCORDANCE WITH THEIR ASSIGNED DUTIES, AND TO HAVE THE PROPER COMPENSATION ASSIGNED TO DUTIES BEING REQUIRED TO BE PERFORMED, AND EVALUATE TO ENSURE THAT BARGAINING UNIT DUTIES REMAIN WITHIN THE BARGAINING UNIT. IF SPECIALIZED TRAINING IS REQUIRED THAT IS DIRECTLY RELATED TO THE POSITIONS BEING REVIEWED, THE JOINT COMMITTEE WILL WORK WITH THE AGENCIES TO DETERMINE SUCH TRAINING NEEDS. ANY TRAINING DETERMINED TO BE NEEDED WILL BE OFFERED TO THOSE EMPLOYEES WHOSE POSITION IS DIRECTLY IMPACTED IN ORDER OF SENIORITY.

THE JOINT COMMITTEE SHALL DEVELOP A COMPREHENSIVE PROPOSAL THAT INCLUDES, BUT IS NOT LIMITED TO: A RATIONALE FOR CHANGE, CREATION, MODIFICATION, DELETION, AND/OR REPLACEMENT OF THE EXISTING CLASSIFICATION SPECIFICATIONS, AN ALLOCATION PLAN, A TRANSITION PLAN, A STATEMENT OF COST, AND A PROCESS TO HANDLE TRANSITION ISSUES.<sup>6</sup>

UPON DEVELOPING A PROPOSAL, THE JOINT COMMITTEE SHALL CONSIDER THE FOLLOWING FACTORS AS APPROPRIATE: CAREER PATHS, THE STATE'S OPERATIONAL NEED, COST, THE POSSIBLE REDUCTION OF CONTRACTING OUT, TRAINING NEEDS, THE DELINEATION BETWEEN EXEMPT AND BARGAINING UNIT WORK, AND OTHER FACTORS DEEMED APPROPRIATE BY THE JOINT COMMITTEE.<sup>7</sup>

THE STANDARD PROCESS OF ALLOCATION WILL BE AS FOLLOWS UNLESS THE JOINT COMMITTEE OTHERWISE MUTUALLY AGREES UPON A DIFFERENT PROCESS: IF THE EMPLOYEE IS PERFORMING DUTIES OF A LOWER CLASSIFICATION, THE EMPLOYEE SHALL BE ASSIGNED INTO A LOWER CLASSIFICATION AND SHALL BE PLACED IN THE STEP WITHIN THE NEW PAY RANGE THAT PROVIDES THE EMPLOYEE WITH COMPENSATION THAT IS EQUAL TO HIS/HER CURRENT RATE OR THAT PROVIDES THE LEAST AMOUNT OF INCREASE, BUT NO DECREASE IN PAY. IF THE EMPLOYEE IS DETERMINED TO BE PERFORMING DUTIES OF A CLASSIFICATION WITH A LOWER PAY RANGE, THE EMPLOYER WILL MAKE A REASONABLE EFFORT TO ASSIGN DUTIES WITHIN THE ORIGINAL CLASSIFICATION. LONGEVITY SUPPLEMENTS SHALL NOT DECREASE AS A RESULT OF BEING PLACED IN STEP X. IF THE EMPLOYEE'S BASE RATE OF PAY EXCEEDS THE MAXIMUM RATE OF PAY IN THE NEW PAY RANGE, THE EMPLOYEE SHALL BE PLACED IN STEP X. IF THE EMPLOYEE IS PERFORMING DUTIES OF A HIGHER CLASSIFICATION, THE EMPLOYEE SHALL BE PLACED IN THE HIGHER CLASSIFICATION AT THE STEP IN THE HIGHER PAY RANGE WHICH IS APPROXIMATELY FOUR PERCENT (4%) HIGHER THAN THE CURRENT STEP RATE OF THE EMPLOYEE. WHEN AN EMPLOYEE IS BEING ASSIGNED TO A CLASSIFICATION OR NEW PAY RANGE AS A RESULT OF A CLASS PLAN CHANGE, IF THE EMPLOYEE HAS COMPLETED A PROBATIONARY PERIOD, THE EMPLOYEE SHALL BE PLACED IN A STEP NO LOWER THAN STEP TWO (2) OF THE NEW PAY RANGE.<sup>8</sup>

PAY ADJUSTMENTS, IF ANY, PURSUANT TO THE CLASSIFICATION JOINT REVIEW SHALL NOT BE MADE EFFECTIVE BEFORE THE BEGINNING OF THE NEXT FISCAL YEAR UNLESS MUTUALLY AGREED OTHERWISE. IF THE PARTIES CANNOT MUTUALLY AGREE TO THE IMPLEMENTED PAY RANGE ASSIGNMENTS OR COMPENSATION METHOD, THE UNION SHALL HAVE THE RIGHT TO APPEAL THE PAY RANGE DETERMINATION DIRECTLY TO STEP FIVE (5) OF ARTICLE 25 WITHIN 30 DAYS. AN ARBITRATOR SHALL HAVE NO AUTHORITY TO AWARD BACK PAY FOR ANY PERIOD OF TIME PRIOR TO THE BEGINNING OF THE FISCAL YEAR THAT BEGINS AFTER THE GRIEVANCE AWARD.<sup>9</sup>

IF THE JOINT COMMITTEE CANNOT MUTUALLY AGREE TO THE EMPLOYEE'S PROPOSED CLASSIFICATION ASSIGNMENT, THE EMPLOYEE, THROUGH THE UNION, HAS 60 DAYS FROM THE DATE OF THE TRANSITION NOTICE TO APPEAL THE CLASSIFICATION ASSIGNMENT. THE CHAPTER MUST APPEAL USING THE WORKING OUT OF CLASS FORM TO OCSEA AND OCB, STATING WHICH CLASSIFICATION ASSIGNMENT IS APPROPRIATE.

<sup>5</sup> Establishes a labor/management committee to discuss classification changes and allows for additional bargaining unit members to serve on the committee as Subject Matter Experts (SMEs).

<sup>6</sup> The purpose of the committee is to ensure that the employees are properly placed in classifications with the proper pay. The committee will also outline possible training needs.

<sup>7</sup> Allows the Union to better monitor career paths and contracting out, and to maintain bargaining unit duties within bargaining unit positions.

<sup>8</sup> Clarifies that longevity will not change due to the fact an employee is placed in Step X and that no employee will be placed in Step 1 in the new pay range if they have completed probation.

<sup>9</sup> Wage rate changes that occur as a result of classification review will not go into effect until the start of the next fiscal year.

THE SAME FORUM AS A WORKING OUT OF CLASSIFICATION HEARING SHALL BE UTILIZED. THE PROPOSED CLASSIFICATION ASSIGNMENT SHALL BE CONDUCTED BY A MUTUALLY AGREED ARBITRATOR. THE ARBITRATOR SHALL DETERMINE WHETHER THE PROPOSED ASSIGNMENT IS APPROPRIATE. THE EMPLOYEE SHALL RECEIVE ANY PAY ADJUSTMENT EFFECTIVE THE DATE THE STUDY WAS IMPLEMENTED. THE DECISION OF THE ARBITRATOR IS FINAL AND BINDING.

**B. DISCONTINUATION OF THE JOINT COMMITTEE**

IN CASES WHERE THE COMMITTEE DECIDES TO DISCONTINUE ITS WORK AND NO OTHER JOINT OCSEA REVIEWS ARE IN PROGRESS, THE UNION MAY REVERT TO THE TRADITIONAL 36.05 UNION REVIEW PROCEDURE OUTLINED BELOW.<sup>10</sup>

At the request of the Union, but not more frequently than once each four (4) years per classification, the Department of Administrative Services shall review up to eight (8) designated classifications per year for duties, responsibilities, education and/or experience, certification and/or licensure, and working condition factors. Such review shall be combined with salary survey data to determine appropriate salary range assignment. Absent mutual agreement, said data shall not be used to reduce a classification pay range assignment. Such reviews shall be based upon a position description questionnaire survey of all incumbents in the classification, and shall be completed within one hundred eighty (180) days of the initial request. The timelines in classifications exceeding two hundred (200) incumbents will be mutually set. Each employee shall complete his/her own PDQ. Those employees who do not complete an individual PDQ shall be assigned to the appropriate classification and pay range based on the supervisor's review. Employees on disability will be given the option to complete a PDQ, or have their supervisor complete a PDQ.

Prior to the distribution of PDQ's the Union and State shall conduct a joint training on how to complete PDQ's. The content of the training shall be mutually agreed to by DAS and the Union. The scheduling and the training shall be mutually conducted by agency personnel and the Union. The training shall be no more than two (2) hours.

If an employee is found to have been improperly classified as determined from his/her PDQ, the employee shall be allocated to the appropriate classification in accordance with the finding of DAS. If the employee is performing duties of a lower classification, the employee shall be assigned into a lower classification and shall be placed in the step within the new pay range that provides the employee with compensation that is equal to his/her current rate or that provides the least amount of increase, but no decrease in pay. Longevity supplements shall not decrease as a result of being placed in step X. If the employee's base rate of pay exceeds the maximum rate of pay in the new pay range, the employee shall be placed in step X. If the employee is performing duties of a higher classification, the employee shall be placed in the higher classification at the step in the higher pay range which is approximately four percent (4%) higher than the current step rate of the employee. The back pay award, if any, shall be effective on the effective date of the pay range determination in accordance with this Article. The employee, through the Union, has sixty (60) days from the date the Union receives the findings of DAS to appeal the classification assignment. An employee on disability may appeal a classification assignment under this process within two (2) weeks following reinstatement from the disability.

Classification allocation appeals shall be conducted by the arbitrator selected for the Article 19 grievance reviews. The arbitrator shall determine whether the employee is appropriately allocated to the new classification, and if not, determine the classification assignment that is appropriate. If it is found that the employee is serving in a class not subject to the classification review; the employee shall receive an adjustment effective the date the study was implemented. Employees who do not complete a PDQ shall have no right to appeal the DAS determination. This appeal process shall also apply to state initiated classification reviews.

Pay adjustments pursuant to the classification review shall not be made effective before the beginning of the next fiscal year unless mutually agreed otherwise. The Union shall have the right to appeal the pay range determination directly to Step Five (5) of Article 25 within 30 days of receipt of written notice of the Department of Administrative Services determination. An Arbitrator shall have no authority to award back pay for any period of time prior to the beginning of the fiscal year that begins after the grievance award.

When a classification is reallocated to a higher pay range, employees in the affected class shall be assigned to the step in the new pay range which provides for a wage increase of approximately four percent (4%), except that no employee who has completed probation in that classification will be assigned to step one (1).

<sup>10</sup> If the Union and the Employer cannot mutually agree to a classification to be reviewed, the Union will select the classification to be reviewed.

<sup>11</sup> Housekeeping.

<sup>12</sup> Establishes new IT classifications and pay ranges (see Appendix I: Bargaining Unit 14, [last page]) and defines a process to move bargaining unit members into the new classifications.

<sup>13</sup> Provides for a statewide labor/management IT committee to have oversight of the transition from the old to the new IT classifications. Such a transition will be agency-by-agency.

**B. Holding Classes<sup>11</sup>**

The parties agree to meet and discuss the review of Holding Classifications with the exception of the Project Inspector Series, the Workers' Compensation Claims Representative Series, Employer Services Analyst and BWC Customer Service Representative in order to minimize or eliminate the number of holding classifications. The parties agree to meet on this issue within one hundred twenty (120) days of the signed Agreement.

**B. IT TRANSITION PROCESS<sup>12</sup>**

**1. JOINT STATE-OCSEA TRANSITION COMMITTEE<sup>13</sup>**

A JOINT IT TRANSITION SUBCOMMITTEE, FORMED BY THE ARTICLE 8.05 JOINT STATEWIDE IT COMMITTEE, WILL PROVIDE OVERSIGHT AND MONITOR THE ALLOCATION AND TRANSITION OF EMPLOYEES FROM EXISTING CLASSIFICATIONS CREATED PRIOR TO 2009 TO NEW IT CLASSIFICATIONS THAT

WILL BE EFFECTIVE BEGINNING 2009. THIS SUBCOMMITTEE WILL CONSIST OF A DESIGNEE FROM OCB, A DESIGNEE FROM DAS – COMPENSATION AND RECRUITMENT, A DESIGNEE FROM OIT, AND OCSEA WILL APPOINT AN EQUAL NUMBER OF REPRESENTATIVES. THIS TEAM WILL BE INVOLVED TO ADVISE AND GUIDE THE TRANSITION PROCESS IN EACH AGENCY.

THE JOINT IT TRANSITION SUBCOMMITTEE WILL DEVELOP A TOOLKIT FOR TRANSITION AND WILL FACILITATE THE INDIVIDUAL ALLOCATION PLANS OF EACH STATE AGENCY. THE JOINT IT TRANSITION SUBCOMMITTEE WILL HAVE THE RESPONSIBILITY TO SET GUIDELINES RELATING TO THE APPROACH FOR TRANSITION AND ALLOCATION, THE STANDARDIZED USE OF THE NEW CLASSIFICATIONS, COMMUNICATION, AS WELL AS NOTICE AND FACILITATION OF ANY OTHER TRANSITION RELATED MATTERS THAT IMPACT EMPLOYEES INVOLVED IN THE IT CLASSIFICATION TRANSITION PROCESS.

2. AGENCY TRANSITION COMMITTEES<sup>14</sup>

A JOINT AGENCY TRANSITION COMMITTEE WILL BE FORMED AT EACH AGENCY AS TRANSITION FROM OLD TO NEW CLASSIFICATION BEGINS. TRANSITION WILL BE PHASED IN BY AGENCY. THE JOINT AGENCY COMMITTEE WILL BE COMPOSED OF AN EQUAL NUMBER OF MANAGEMENT AND LABOR APPOINTEES, NOT TO EXCEED EIGHT (8) TOTAL MEMBERS. A MANAGEMENT APPOINTEE MUST INCLUDE THE AGENCY CIO OR DESIGNEE AND OCSEA WILL APPOINT MEMBERS THAT WILL INCLUDE REPRESENTATIVES FROM THE TRANSITION AGENCY. UNDER THE DIRECTION OF THE JOINT IT TRANSITION SUBCOMMITTEE, BY MUTUAL AGREEMENT, A JOINTLY APPOINTED SMALL AGENCY TRANSITION COMMITTEE MAY BE FORMED TO ADDRESS TRANSITION ISSUES IN MULTIPLE SMALL AGENCIES WHERE IT IS DEEMED USEFUL.

3. THE JOINT IT TRANSITION TOOLKIT<sup>15</sup>

THE JOINT IT TRANSITION SUBCOMMITTEE WILL DEVELOP A TOOLKIT TO FACILITATE THE INDIVIDUAL ALLOCATION PLANS OF EACH STATE AGENCY INCLUDING:

- A. A COMMUNICATION PLAN TO ADDRESS THE RATIONALE THAT SUPPORTS THE NEED FOR CHANGE AND EXPLAINS THE PROCESS FOR TRANSITION.
- B. A DUTY IDENTIFICATION TOOL (DIT) THAT ASKS THE EMPLOYEE TO COMPLETE A QUESTIONNAIRE THAT HELPS IDENTIFY THEIR CURRENT DUTIES AND RESPONSIBILITIES. UPON REQUEST, MEMBERS OF THE SUBCOMMITTEE CAN RECEIVE COPIES OF THE DITS FOR EMPLOYEES REPRESENTED BY OCSEA.
- C. A LETTER TEMPLATE THAT DESCRIBES THE TRANSITION PROCESS AND NOTIFIES EMPLOYEES OF THEIR EXPECTED CLASSIFICATION.
- D. MATRIX TO DIRECT QUESTIONS OR CONCERNS.
- E. BASIC OUTLINE OF CLASSIFICATIONS THAT MAY BE AFFECTED.
- F. STANDARDS/GUIDELINES AND/OR EXAMPLES OF ALLOCATION OPTIONS FOR TRANSITION.
- G. THE TOOLKIT WILL INCLUDE OTHER TEMPLATES AND DOCUMENTS AS NEEDED.

4. ALLOCATION AND PAY RANGE TRANSITION PROCEDURE<sup>16</sup>

THE NEW CLASSIFICATION PLAN WILL BE IMPLEMENTED BY ASSIGNING EMPLOYEES TO THE NEW CLASSIFICATION THAT BEST REPRESENTS THE DUTIES AND RESPONSIBILITIES THEY CURRENTLY PERFORM. WITH RESPECT TO THE TRANSITION FROM THE OLD CLASSIFICATION TO THE NEW CLASSIFICATION ASSIGNMENT AND PAY RANGE THE FOLLOWING PRACTICES WILL BE FOLLOWED:<sup>17</sup>

- A. EMPLOYEES ASSIGNED A CLASSIFICATION IN THE SAME PAY RANGE AS THE OLD CLASSIFICATION WILL RECEIVE THE SAME COMPENSATION AND ANNIVERSARY DATE FOR SUBSEQUENT STEP INCREASES.<sup>18</sup>
- B. EMPLOYEES ASSIGNED A HIGHER PAY RANGE CLASSIFICATION THAN THE OLD CLASSIFICATION THEY PREVIOUSLY HELD WILL MOVE TO THE PAY RANGE OF THE HIGHER CLASSIFICATION AT THE STEP THAT IS CLOSEST TO THEIR CURRENT STEP. IF THE STEP PROVIDES AN INCREASE OF MORE THAN 3.5%, THE EMPLOYEE'S STEP DATE SHALL BE RESET.<sup>19</sup>
- C. EMPLOYEES ASSIGNED A LOWER CLASSIFICATION PAY RANGE THAN THEIR OLD CLASSIFICATION WILL BE PLACED IN THE LOWER PAY RANGE IN THE STEP THAT PROVIDES THE EMPLOYEE WITH COMPENSATION THAT IS EQUAL TO HIS/HER CURRENT RATE<sup>20</sup> OR THAT PROVIDES THE LEAST AMOUNT OF INCREASE BUT NO DECREASE. FOR A PERIOD OF TWO YEARS FROM THE DATE THEY ARE ASSIGNED TO THE LOWER CLASSIFICATION, THOSE EMPLOYEES WHO HAVE BEEN PLACED IN A LOWER PAY RANGE WILL BE GIVEN PREFERENCE, BY SENIORITY, FOR THE FOLLOWING:<sup>21</sup>
  - 1. ANY TRAINING OFFERED IN ORDER TO OBTAIN THE SKILLS REQUIRED TO DO THE WORK IN THEIR OLD, OR IN SOME CIRCUMSTANCES HIGHER, PAY RANGE; AND
  - 2. ANY PROMOTIONAL OPPORTUNITIES AVAILABLE IN THEIR OLD, OR IN SOME CIRCUMSTANCES HIGHER, PAY RANGE.

WITH REGARD TO THOSE EMPLOYEES WHO HAVE BEEN PLACED IN A LOWER PAY RANGE, ANOTHER AVAILABLE OPTION THE EMPLOYER

<sup>14</sup> Each agency will have a labor/management transition committee to oversee the implementation to the new IT classifications.

<sup>15</sup> The statewide labor/management IT committee will develop toolkits that will help standardize practices for agency transition.

<sup>16</sup> Employees will be assigned a new IT classification based on their current duties and assignments.

<sup>17</sup> Outlines the process that will be used regarding compensation when employees are assigned their new IT classification.

<sup>18</sup> If the pay range is the same in both the old and new classification, the employee will stay where they are in the current step, maintaining their anniversary date.

<sup>19</sup> If the pay range is higher in the new classification, the employee will move to the step that matches or is closest to their current step maintaining their current anniversary date. If an increase is more than 3.5 percent, the anniversary date will be reset.

<sup>20</sup> Employees moved to a lower pay range will be placed in the step that is closest to or matches their current step. Employee pay rate cannot decrease from the rate being received before the movement occurs

<sup>21</sup> If employees lack the skills or experience to work in a classification in a higher pay range, they will be given a two year preference for training and promotions, provided they meet the minimum qualifications.

MAY EXPLORE AT THE TIME OF TRANSITION IS TO PLACE THEM IN A TRANSITION CLASS AND DEVELOP A TRANSITION PLAN AS OUTLINED IN THE PARAGRAPHS BELOW.<sup>22</sup>

- D. IF AN EMPLOYEE IS ASSIGNED TO A LOWER PAY RANGE AND THE EMPLOYEE'S BASE RATE OF PAY EXCEEDS THE MAXIMUM RATE OF PAY IN THE NEW PAY RANGE, THE EMPLOYEE SHALL BE PLACED IN A TRANSITION CLASS THAT WILL ALLOW THEM TO MAINTAIN THEIR PAY RANGE AND ANY AVAILABLE STEP INCREASES FOR A PERIOD OF UP TO TWO YEARS FROM THE DATE OF THE NEW CLASSIFICATION ASSIGNMENT. THE STEP INCREASE WILL OCCUR PURSUANT TO ARTICLE 22.03. THE AGENCY AND EMPLOYEE PLACED IN A TRANSITION CLASS WILL DEVELOP A TRANSITION PLAN THAT OUTLINES THE RESPONSIBILITIES OF EACH PARTY TO OBTAIN REQUIRED SKILL LEVELS, ASSIGNED WORK AND/OR EXPERIENCE THAT WILL TRANSITION THEM TO A CLASSIFICATION IN AN EQUAL OR HIGHER PAY RANGE AS THEIR OLD CLASSIFICATION. IN INSTANCES WHERE CIRCUMSTANCES EXIST THAT PRECLUDE THE EMPLOYEE FROM GAINING THE REQUIRED SKILL OR EXPERIENCE, THE TRANSITION CLASSIFICATION PERIOD CAN BE EXTENDED UP TO ONE YEAR.<sup>23</sup>

EMPLOYEES WHO ARE UNABLE TO MOVE TO AN EQUAL OR HIGHER PAY RANGE BEFORE THE END OF THE TRANSITION PLAN WILL BE PLACED IN THE LOWER PAY RANGE OF THE ORIGINAL ASSIGNMENT TO THE NEW CLASSIFICATION. THE EMPLOYEE WILL BE PLACED IN THE STEP WITHIN THE NEW PAY RANGE THAT PROVIDES THE EMPLOYEE WITH COMPENSATION THAT IS EQUAL TO HIS/HER CURRENT RATE THAT PROVIDES THE LEAST AMOUNT OF INCREASE BUT NO DECREASE IN PAY AS FOLLOWED IN SECTION 36.05. IF EMPLOYEE'S BASE RATE OF PAY EXCEEDS THE MAXIMUM RATE OF PAY IN THE NEW PAY RANGE, THE EMPLOYEE SHALL BE PLACED IN STEP X. LONGEVITY SUPPLEMENTS SHALL NOT DECREASE AS A RESULT OF BEING PLACED IN STEP X.<sup>24</sup>

IF AN EMPLOYEE IS NOT ASSIGNED AN EQUAL PAY RANGE CLASSIFICATION AND THEY WISH TO DISPUTE MOVING TO A LOWER PAY RANGE CLASSIFICATION AT THE END OF THEIR TRANSITION CLASS PERIOD THEY CAN APPEAL BY FILING A GRIEVANCE WITHIN 30 DAYS OF THE ASSIGNMENT PURSUANT TO SECTION E (ADR PROCESS).<sup>25</sup>

- E. NOTWITHSTANDING THE PROVISIONS OF THIS SECTION, THE UNION AND THE AGENCY OR AGENCIES MAY AGREE, IN WRITING, TO PLACE AN EMPLOYEE WHO IS ASSIGNED A LOWER CLASSIFICATION TO A DIFFERENT CLASSIFICATION. SUCH AGREEMENTS SHALL NOT BE CONSTRUED AS FILLING A VACANCY THAT IS AVAILABLE FOR PROMOTION. SUCH AGREEMENTS WILL BE MADE WITHIN TWO YEARS OF THE AGENCY TRANSITION.<sup>26</sup>

#### 5. DISPUTE RESOLUTION PROCEDURES<sup>27</sup>

A STATEWIDE IT ALTERNATIVE DISPUTE RESOLUTION (ADR) COMMITTEE WILL BE ESTABLISHED TO ADDRESS GRIEVANCES FILED DURING THE IT TRANSITION PERIOD. THE COMMITTEE WILL BE MADE UP OF AN EQUAL NUMBER OF PARTICIPANTS FROM MANAGEMENT AND THE UNION AS DIRECTED BY THE ARTICLE 8.05 JOINT STATEWIDE IT COMMITTEE. THE ADR COMMITTEE IS LIMITED TO ADDRESSING ISSUES ARISING FROM THE IT TRANSITION ONLY. GRIEVANCES WILL BE FILED IN ACCORDANCE WITH ARTICLE 25.<sup>28</sup>

IF THE ISSUE IS NOT RESOLVED BY STEP 3 OF THE GRIEVANCE PROCESS, THE ISSUE WILL BE FORWARDED TO THE STATEWIDE IT ADR COMMITTEE. IF THE ISSUE IS NOT RESOLVED BY THE STATEWIDE IT ADR COMMITTEE, THE TIMELINE FOR APPEALING THE GRIEVANCE TO STEP FOUR (4) OF THE GRIEVANCE PROCESS WILL BEGIN AT THAT TIME. IF AN ALLOCATION ISSUE CANNOT BE RESOLVED BY THE IT ADR COMMITTEE, THE WORKING OUT OF CLASSIFICATION ARBITRATOR WILL BE UTILIZED TO RESOLVE THE DISPUTE. OTHER ISSUES NOT RESOLVED REGARDING THE IT TRANSITION BY THE IT ADR COMMITTEE WILL BE REFERRED TO STEP FOUR (4) MEDIATION. THE PARTIES WILL THEN SETTLE THE ISSUE BASED UPON THE MEDIATOR'S RECOMMENDATION. FOLLOWING THE IT TRANSITION, THE ARTICLE 8.05 JOINT INFORMATION TECHNOLOGY COMMITTEE WILL THEN EVALUATE THE NECESSITY FOR CONTINUED EXISTENCE OF THE ADR COMMITTEE.

#### 6. WORKING OUT OF CLASSIFICATION GRIEVANCES

CURRENT ARTICLE 19 LANGUAGE WILL BE UTILIZED TO RESOLVE WORKING OUT OF CLASSIFICATION ISSUES. IF ISSUES ARISE BETWEEN THE PARTIES AND/OR THE ARBITRATOR REGARDING THE INTENT OF THE CLASSIFICATION SPECIFICATIONS AND/OR CLASS CONCEPTS OF THE IT CLASSIFICATION SPECIFICATIONS, THESE ISSUES WILL BE REFERRED TO AND ADDRESSED BY THE ARTICLE 8.05 COMMITTEE.<sup>29</sup>

WORKING OUT OF CLASSIFICATION GRIEVANCES MAY NOT BE FILED ONCE THE AGENCY BEGINS THE IT TRANSITION. TRANSITION IS COMPLETE FOR THE PURPOSES OF WORKING OUT OF CLASSIFICATION GRIEVANCES WHEN ALL IT EMPLOYEES HAVE BEEN RECLASSIFIED TO THE NEW CLASSIFICATIONS. FOR THE

<sup>22</sup> *Outlines the option to develop a transition plan to move the employee into a position where they would maintain their old pay range.*

<sup>23</sup> *A new transition classification is established for employees who are assigned a lower pay range classification, but no matching step is available within that pay range. The agency and employee must develop a transition plan outlining the responsibilities of each party (i.e., skill development, assigned work, time to gain experience, etc.) that helps the employee obtain the skills for a higher pay range classification. The employee retains their wage rate and step increases for the duration of the transition plan for up to two years automatically or three years by mutual agreement.*

<sup>24</sup> *If at the end of the transition plan, the employee is still unable to move to the classification desired, the employee will be placed in the lower classification and in Step X. Longevity will not be affected.*

<sup>25</sup> *If an employee is moved to a lower classification at the end of their transition period, the employee can appeal by filing a grievance within 30 days of the reassignment.*

<sup>26</sup> *An employee assigned to a lower classification can be placed in a different classification if the Employer and the Union agree. This must be done within two years of the start of an agency's transition period.*

<sup>27</sup> *Describes the Alternative Dispute Resolution procedures to handle unresolved disputes that might arise regarding the new classification or the two year transition period.*

<sup>28</sup> *Establishes a statewide labor/management ADR committee to handle grievances filed during the IT transition period. Unresolved grievances will be resolved by a binding decision by a mediator.*

<sup>29</sup> *Working Out of Class grievances will follow the current WOC procedure. If questions arise that cannot be determined at that level, it will be referred back to the statewide labor/management IT committee for clarification.*

PURPOSES OF WORKING OUT OF CLASSIFICATION GRIEVANCES, EMPLOYEES MAY NOT FILE GRIEVANCES UNDER THE PREVIOUS IT CLASSIFICATION SPECIFICATIONS ONCE THE AGENCY COMPLETES THE IT TRANSITION.<sup>30</sup>

**7. CONTRACT RIGHTS DURING TRANSITION<sup>31</sup>**

THE PARTIES HAVE AGREED THAT THE IT CLASSIFICATION TRANSITION WILL BE IMPLEMENTED BY INDIVIDUAL AGENCIES AND THAT DIFFERENT CONTRACT TERMS PERTAINING TO ARTICLE 17 PROMOTIONS, TRANSFERS, DEMOTIONS, AND RELOCATIONS, ARTICLE 18 LAYOFFS, AND OTHER RIGHTS THAT ARE NEGOTIATED BY THE JOINT INFORMATION TECHNOLOGY COMMITTEE PURSUANT TO ARTICLE 43 WILL APPLY ONLY TO THOSE AGENCIES THAT HAVE TRANSITIONED TO THE NEW CLASSIFICATIONS.<sup>32</sup>

AGENCIES THAT HAVE NOT TRANSITIONED TO THE NEW CLASSIFICATIONS WILL FOLLOW THE GENERAL CONTRACT RIGHTS UNDER THE CURRENT COLLECTIVE BARGAINING AGREEMENT AND NOT THE IT SPECIFIC PROVISIONS NEGOTIATED BY THE JOINT INFORMATION TECHNOLOGY COMMITTEE.<sup>33</sup>

**C. High Performance Work Systems**

The Employer and the Union agree to **EXPLORE THE DEVELOPMENT OF<sup>34</sup>** maintain a joint committee to continue to examine issues raised in the joint report on high performance work systems, and alternative compensation systems issued 3/13/98. The committee shall consist of up to five (5) representatives designated by the Union and the Office of Collective Bargaining. The state employee members will serve without loss of pay or travel expenses, exclusive of overtime. **THE EMPLOYER AND THE UNION MAY MUTUALLY AGREE TO JOINTLY DEVELOP OR REVISE WORK PROCESSES, ESTABLISH MEASURED ALTERNATIVE COMPENSATION SYSTEMS, IMPLEMENT FLATTER ORGANIZATIONAL STRUCTURES, IMPLEMENT FLEXIBLE SCHEDULING METHODS AND/OR CONSIDER OTHER INITIATIVES THAT MAY CONTRIBUTE TO MORE EFFICIENT AND EFFECTIVE DELIVERY OF STATE GOVERNMENT SERVICES. SUCH AGREEMENTS MUST BE EXECUTED BY THE DIRECTOR OF THE OFFICE OF COLLECTIVE BARGAINING, AND THE PRESIDENT AND EXECUTIVE DIRECTOR OF OCSEA. THE EMPLOYER AND THE UNION MAY MUTUALLY AGREE TO DEVELOP LOCAL AGENCY JOINT TRAINING INITIATIVES SUCH AS WORK REDESIGN AND COMPENSATION METHODS IN ORDER TO PROVIDE COMMITTEE MEMBERS WITH THE KNOWLEDGE AND SKILLS NECESSARY TO ACHIEVE COMMITTEE GOALS AND OBJECTIVES.<sup>35</sup>**

The committee will include in its work consideration of ways that the recommendations contained in the report can be implemented as set out in pages 6-11. The parties agree that, except as may be mutually agreed otherwise, no pilot or project initiated as a result of this effort will conflict with, amend or abridge any provision of this Agreement.<sup>36</sup> **IN THE EVENT THAT THE REDESIGN OF SERVICES RESULTS IN AN OVERALL REDUCTION IN EMPLOYEES, THE EMPLOYER SHALL MAKE A GOOD FAITH EFFORT TO REDUCE THE IMPACT TO EMPLOYEES THROUGH ATTRITION, ALTERNATIVE WORK AND PLACEMENT INTO VACANT POSITIONS IN ORDER TO PREVENT LAYOFF.<sup>37</sup>** It is further agreed that no pilot or project initiated as a result of this effort will result in loss of pay or benefits, nor shall it result in the layoff of any employee.<sup>38</sup>

**THE PARTIES AGREE THAT, EXCEPT AS MAY BE MUTUALLY AGREED OTHERWISE, NO PILOT OR PROJECT INITIATED AS A RESULT OF THIS EFFORT WILL CONFLICT WITH, AMEND OR ABRIDGE ANY PROVISION OF THIS AGREEMENT.<sup>39</sup>**

<sup>30</sup> WOCs cannot be filed during the transition period. Transition will be considered complete for the purposes of WOCs once all IT employees have been

<sup>31</sup> The statewide labor/management IT committee will negotiate new Article 17 and Article 18 language before any agency transition can occur.

<sup>32</sup> Transition will be implemented by agency (not a statewide conversion). Once an agency begins transition, new IT language agreed upon by the statewide labor/management IT Committee pursuant to Article 43 will apply. These changes must be negotiated and resolved before agency implementation begins.

<sup>33</sup> Prior to an agency entering transition, the general 2009-2012 contract language will apply and not the IT specific provisions (i.e., Article 17, Article 18) for the new classifications.

<sup>34</sup> Outlines mutual commitment to high performance work systems.

<sup>35</sup> Allows for mutual agreement to make changes to compensation and work systems.

<sup>36</sup> Housekeeping.

<sup>37</sup> Provides layoff prevention effort when joint revisions to work processes take place.

<sup>38-39</sup> Housekeeping.

<sup>40</sup> Employees who retire from state service and who have been reemployed by the State shall not have any prior service time counted toward longevity accrual.

<sup>41</sup> The amount of shift differential payable to an employee remains at \$.35 per eligible hour. However, the eligible hours have been clarified. In many institutions, this language incorporates previous practice. However, in some institutions, this language represents several significant changes: 1) Members regularly assigned to first shift do not receive shift differential; 2) Overtime hours for a person who regularly works first shift will not include shift differential; 3) To be eligible for shift differential, the shift must begin between 2:00 p.m. and 3:00 a.m. inclusive; 4) Shift differential for overtime on second or third shifts will only be available for members who regularly work second or third shifts.

**36.06 - Roll Call Pay**

Effective July 1, 2004, Correction Officers and Psychiatric Attendants in the Department of Rehabilitation and Correction shall be entitled to thirty (30) minutes of roll call pay at straight time for reporting not less than ten (10) minutes prior to the beginning of their shift. Roll call pay shall not be considered time in active pay status for the purposes of Article 13, Section 13.10.

**36.07 - Longevity Pay**

Beginning on the first day of the pay period within which an employee completes five (5) years of total state service, each employee will receive an automatic salary adjustment equivalent to one-half percent (1/2%) times the number of years of service times the first step of the pay rate of the employee's classification up to a total of twenty (20) years. This amount will be added to the step rate of pay.

Longevity adjustments are based solely on length of service excluding any service time earned between July 1, 2003 and June 30, 2005, inclusive. They shall not be affected by promotion, demotion or other changes in classification.

Effective July 1, 1986, only service with state agencies, i.e. agencies whose employees are paid by the Auditor of State, will be computed for the purpose of determining the rate of accrual for new employees. Service time for longevity accrual for employees will not be modified by the preceding sentence.

**AN EMPLOYEE WHO HAS RETIRED IN ACCORDANCE WITH THE PROVISIONS OF ANY RETIREMENT PLAN OFFERED BY THE STATE AND WHO IS EMPLOYED BY THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE ON OR AFTER JUNE 24, 1987, SHALL NOT HAVE HIS/HER PRIOR SERVICE WITH THE STATE OR ANY POLITICAL SUBDIVISION OF THE STATE COUNTED FOR THE PURPOSE OF COMPUTING LONGEVITY.<sup>40</sup>**

**36.08 - Shift Differential<sup>41</sup>**

Bargaining unit members who are regularly assigned to work shifts shall receive a shift differential of \$.35 per hour for each hour worked in each shift beginning between the hours of 2:00 p.m. and 3:00 a.m. **SHALL RECEIVE \$.35 PER HOUR IN SHIFT DIFFERENTIAL, UNDER THE FOLLOWING CIRCUMSTANCES:**

- 1. NO BARGAINING UNIT MEMBER WHO REGULARLY WORKS FIRST SHIFT WILL RECEIVE SHIFT DIFFERENTIAL PAY, EVEN IF THEY WORK OVERTIME ON A DIFFERENT SHIFT WHICH BEGINS BETWEEN 2:00 P.M. AND 3:00 A.M.**