

ARTICLE 27 CLASSIFICATION

Section 1. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification titles with classification specifications for each classification which define and describe representative duties and responsibilities and set forth the minimum requirements and qualifications essential to the performance of the work of the classification. If employees consider their permanent position to be improperly classified the employee may process an appeal for a reallocation of their position through an Expedited Classification Grievance Procedure as follows:

STEP 1: The Employee or the Union will present the grievance to the agency Human Resource Director or his or her designee. The Employee or Union will also provide an informational copy of the grievance to their institutional, regional or district Human Resources Office where applicable. The Employee or the Union shall attach to the grievance a description of the job. The Employer will respond in writing within 45 working days of receipt of the grievance.

STEP 2: In the event that the grievance is not satisfactorily resolved at Step 1, the Employee or the Union may submit a written appeal to the Office of Administration, Classification and Pay Division within 15 working days after the Employer's Step 1 response is due. The Office of Administration will then have 45 working days to respond in writing to the grievance appeal at this level. Decisions made prior to Step 2 may be reversed by the Office of Administration.

If a determination is made by the Employer in the course of an employee appeal that a position should be upgraded, the employee shall be promoted retroactively to the date the grievance was filed in writing.

If a final determination is made by the Employer in the course of an employee appeal or an Employer-initiated classification review that a position should be downgraded, the employee shall be demoted to the proper classification and pay scale group at the nearest step not greater than the

employee's current salary. If the employee's salary is greater than the maximum step of the lower pay scale group, there shall be no reduction in salary. The effective date of the classification change shall be the first day of the first pay period subsequent to the response.

If a final determination is made by the Employer in the course of an employee appeal or an Employer initiated classification review that a position should be reclassified to another class in the same pay scale group, the effective date of the classification change shall be the first day of the first pay period subsequent to the response.

Section 2. The Union, in response to an unfavorable decision at Step 2, may submit classification appeals to advisory arbitration, within 45 days after the Office of Administration's response is due. Such appeals will be reviewed by a panel which shall consist of three (3) members; one member appointed by the Employer, one member appointed by the Union, and a third member selected by the parties jointly from a list of five names to be mutually agreed upon by the Employer and the Union. The third member shall not be affiliated, directly or indirectly, with any labor organization or be an employee of the Commonwealth and must be knowledgeable in the field of position classification. The parties agree to select arbitrators and agree upon hearing dates as expeditiously as possible, and agree that grievances will be scheduled for arbitration within two years of the Union's provision of notice of intent to proceed to arbitration. It is understood that the two year time limit refers to the Union proposing selection of an arbitrator and a hearing date for the case, rather than the actual conduct of the hearing.

The panel shall neither add to, subtract from, nor modify the provisions of this Article nor recommend any alterations or revisions to the Commonwealth's classification and compensation plans. The panel shall be confined to deciding the proper classification in the then existing classification plan for the position in dispute.

The findings of the panel shall be submitted to the parties within 30 working days after the hearing or receipt of transcript when taken. The determination of the panel shall be advisory only as to the Employer.

The panel shall meet monthly if necessary for the purpose of hearing appeals under this Section.

Section 3. The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees and it further recognizes that such assignments may include work outside an employee's classification. However it is understood that assignments outside of classification shall be made in a manner consistent with the Employer's operations and organizational requirements.

Whenever an employee within the unit temporarily is charged to perform in general the duties and responsibilities of a position in a higher rated classification that are separate and distinct

from those of the employee's own position for a period of five full cumulative days in a quarter, the employee shall be compensated, retroactive to the time the assignment took place, at an amount equal to four and one-half percent of the employee's current rate of pay or at the starting rate of the pay scale group for the higher class, whichever is greater. Employees who are charged to perform higher class work for a full day and who take leave for a portion of that day will be compensated, in increments of 1/4 hour, for the partial day worked in the higher class after the five full day threshold has been met. Such employee while working and being paid in a higher class will also be paid at the higher rate for a holiday provided the employee is charged to perform the higher level duties on the employee's scheduled workday immediately before and immediately after such holiday and is paid at the higher rate for those days. The holiday shall not count toward the requirement for five full cumulative days in a quarter, unless actually worked. Once the requirement for the five full cumulative day threshold has been met, payment will be included in the biweekly paycheck. An employee or employees shall not be temporarily assigned to fill a position in a higher rated classification for more than nine (9) continuous months or the length of an approved leave of absence where the employee being replaced has a guaranteed right of return, whichever is greater.

If the position is filled permanently by other than the employee temporarily filling the position, the employee temporarily assigned shall be returned to their previous position and compensation, but shall receive any increments and service credits for such increments to which they would have been entitled had they remained in their normal assignment.

In addition, if the Employer assigns an employee on a temporary basis to a lower classification or if an employee temporarily performs some duties and functions assigned to a lower classification, the employee so assigned shall receive the compensation of the higher level to which the employee is regularly assigned. The Employer, however, at any individual work site, shall make such assignments on a non-discriminatory basis so as to equalize the same among the employees within the classification from which assignments are made, so long as such equalization does not interfere with efficient operating procedures.

Grievances arising from the provisions of this Section shall be submitted in writing and include the dates on which the alleged out of class work occurred and a description of the alleged higher level work performed. Grievances pertaining to this Section may be processed in accordance with the grievance and arbitration procedure delineated in Sections 1 and 2 of this Article.

For the purpose of this Section, the calendar quarters shall be defined as beginning with the first full pay period in January through March 31, April 1 through June 30, July 1 through September 30, and October 1 through the last full pay period of the leave calendar year, which is the pay period that includes December 31. For employees of the Pennsylvania State System of Higher

Education, the calendar quarters for the purpose of this Article shall be defined as January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.

Section 4. Under Sections 2 and 3 above, all fees and expenses of the arbitrator shall be divided equally between the parties except where one of the parties of this Agreement requests a postponement of a previously scheduled arbitration meeting which results in a postponement charge. The postponing party shall pay such charge unless such postponement results in a settlement of the appeal in which event the postponement charge shall be divided equally between the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Each party shall bear the costs of preparing and presenting its own case.

Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 5. The Employer shall notify the Union of changes to the Classification and Pay Plan involving jobs presently in or reasonably anticipated to be placed in certified bargaining units for which the Union is the representative, prior to the submission of these changes to the Executive Board of the Commonwealth. The Union will submit its comments in writing, to the Employer within 30 calendar days of receipt of the notification. If written comments are not received from the Union within 30 calendar days, the Employer will contact the Union before submitting the proposals to the Executive Board. Reasonable written requests by the Union for time extensions will be granted.

If the Union disagrees with a change to the Classification and Pay Plan affecting an existing job represented by the Union that is proposed by the Employer, the Union may submit the issue to the Job Evaluation Committee. The Committee will be comprised of representatives from the Statewide Union and the Office of Administration, Classification and Pay Division. Agency management representatives may sit on the Committee when deemed necessary by the Employer, and other union officials may sit on the Committee when deemed necessary by the Statewide Union. The Union will place issues before the Committee by submitting a written request to the Office of Administration, Classification and Pay Division. The request will identify the Union's specific objections to the Commonwealth's proposal and the Union's rationale for the objections. The Committee will then meet to review and discuss the Union's objections. Either party may elect to hold a subsequent meeting of the Committee for the purposes of hearing from potential affected representative employees chosen by the Union. The Employer will provide a written response to the Union upon completion of its review.

Disputes not resolved by the Job Evaluation Committee may be submitted by the Union to an Arbitration Panel. The Union must submit a written notice of intent to proceed to arbitration to the Employer within 45 working days of the Employer's written response to the Union. The Arbitration Panel shall be composed of three members; one appointed by the Union, one appointed by the Employer, and the third to be mutually agreed upon or selected from a list of arbitrators supplied by the Pennsylvania Bureau of Mediation. The Panel will be confined to considering the appropriateness of the changes proposed by the Commonwealth. The decision of the Panel shall be advisory to the parties in this Agreement.

Section 6. When employees are assigned to a new permanent job with duties that are substantially different from their current duties, a job description, if available, shall be provided in advance of the new job being assumed. If no job description exists, sufficient explanation shall be provided and the job description prepared as soon as possible. Employee job descriptions should be reviewed with the employee on an annual basis and updated as necessary. Upon request, the employee shall be provided a copy. The appropriate forum for issues relating to this Section shall be labor-management meetings.

Section 7. A statewide joint committee comprised of 5 representatives from the Union and 5 representatives from the Employer shall be established to discuss recruitment and retention issues involving jobs in units represented by the Union.