



Policy:	Classification and Compensation Policy	
Date: May 1, 2005	Revision Date: September 15, 2022, January 1, 2024	Approved by: Human Resources

I. PURPOSE

To provide an overview and guidance of the procedures and guidelines, for position classification and placement of employees.

II. DEFINITION

Reclassification is the reallocation of a position in one class to a different class as a result of a significant change in the duties, responsibilities, and/or qualification requirements of the position.

III. RECLASSIFICATION CONSIDERATIONS

- A. Higher level or different level responsibilities performed. Must be a significant, logical, and gradual change of a permanent nature in the job duties performed.
- B. Changes to the position taking into consideration the duties, responsibilities, supervision, essential requirements, and organizational hierarchy of the role.
- C. Comparable within the structure of the department to ensure equity and consistency in measurement of work value.
- D. Positions in a progressive series (e.g., Distribution Operator I/II/III) is based on the determination that the duties, requirements, and responsibilities of the higher classification level have been satisfactorily performed prior to the reclassification.

The following **ARE NOT** factors or circumstances valid for consideration:

- A. Knowledge, skills, and abilities (KSA's) the employee may have that are not directly relevant to the position under review.
- B. Short-term duties performed in addition to the employee's regular position description duties; a one-off task or project is **not** considered as a basis for reclassification.
- C. Mechanism for retention of incumbent.
- D. An increase in the work volume alone is not considered the basis for reclassification.

- E. Interim/temporary performance of duties of a job classification until a permanent replacement is selected (exception: unless the incumbent is selected for that replacement).

IV. **RECLASSIFICATION PROCESS**

When developing a new class concept (job description) and/or significantly changing job responsibilities for one or more employees, managers are to use the following process:

- A. If new or modified responsibilities extend beyond a 3-month period or are expected to, the department director is to evaluate organizational impacts and related class and salary adjustments with their Deputy General Manager (DGM)/Assistant General Manager (AGM), depending on the reporting structure of the department. A Flex, Reclassification or New Position Form is to be completed and submitted to the DGM/AGM.
- B. If the DGM/AGM concurs that the proposed change is warranted, the Form is submitted to the Director of Human Resources or designee. Human Resources will begin the evaluation process by reviewing the Form, other positions in the department, and other positions at EMWD which are considered comparable.
- C. After the preliminary review by Human Resources, the DGM/AGM will be notified of findings and recommendation.
- D. The DGM/AGM will review the findings from Human Resources and recommend the reclassification, deny the reclassification, or seek additional information from the department director.
- E. The DGM/AGM will communicate their recommendation to Human Resources.
- F. If the DGM/AGM recommends the reclassification, the proposed changes will be reviewed by Senior Executive Staff (General Manager, DGM's, and AGM's). Should consensus not be reached, the decision will be made by the General Manager.
- G. Once there is consensus or a decision made by the General Manager that the proposed changes are justified:
 - 1. If the classification is represented, the completed form will be submitted to the Union President/Business Manager for review and signature. EMWD will meet and confer with the Union's recognized representatives regarding the proposal if requested by the Union President/Business Manager.
 - 2. If the proposed changes affect a non-represented classification, the action

will be implemented following the approval in this step.

- H. If the meet and confer process results in modification to a proposal, the modifications must be reviewed and approved by those noted in step F for final approval.
 - 1. If agreement cannot be reached with the Union, the General Manager or designee will advise Senior Executive Staff of available alternatives.

Once the proposed change has been approved through the above process, Human Resources initiates the necessary paperwork to adjust the affected employee(s)' classification, salary range, or other notices/records as appropriate (i.e., notice to department director, employee(s), and Payroll).

V. SALARY ADMINISTRATION

- A. Upward Reclassification – Reclassifications that result in an employee being placed on a higher range will result in the following actions:
 - 1. Effective date – The first day of the pay period following completion of the process or agreement with the recognized bargaining unit.
 - 2. Salary – Reclassified employees will receive a pay increase of approximately 5% (i.e., the equivalent of two (2) steps). Employees may request a pay increase at reclassification higher than 5%. Determination will be made at the sole discretion of the General Manager, or designee.
- B. Downward Reclassification – In any case where a position is reclassified to a class with a salary range having a lower salary range, will result in the following actions:
 - 1. Effective date – The first day of the pay period following completion of the process or agreement with the recognized bargaining unit.
 - 2. Salary – The employee will be placed on the new lower pay range at a level that most closely matches the employee's current pay without exceeding it or the control point of the new lower range.
 - 3. Y-Rating – May be implemented on an exception basis, subject to negotiations.
- C. Lateral Reclassification – In any case where a position is reclassified to a class with the same salary range, the effect of this will be as follows:
 - 1. Effective Date – The first day of the pay period following completion of the process or agreement with the recognized bargaining unit.
 - 2. Salary – There shall be no change in salary.
- D. Wage Adjustments will be implemented as follows:
 - 1. EMWD will meet and confer with Union representatives before implementing any changes proposed that effect represented

classifications.

2. Employees whose pay range is reduced will be placed on the step of the new lower pay range that most nearly matches their current pay without falling below it provided the pay does not exceed the control point of the new pay range.
3. Employees whose pay range is increased will retain the same step placement within the new pay range as that previously held within the lower pay range. Employees within an open pay range will retain the same relative position to the new pay range's Control Point as that previously held within the lower pay range.
4. The effective date will be the first day of the pay period following completion of the process or agreement with the Union.
5. Y-rating procedures may be implemented on an exception basis subject to negotiations.

VI. FLEX CLASSES

“Flexible staffing classes”, as indicated in the job description, or progressive classes, are classifications within a multiple-level job series for which department managers, working with Human Resources, have the authority within budget and approval guidelines to promote incumbents to the higher-level class based on demonstrated performance and skills. Human Resources will not conduct the usual job posting or recruitment processes when flexing a flex class incumbent to a higher level. The following guidelines and limitations apply to the flex class process:

- A. Department director must certify on the Flex, Reclassification or New Position Form that employees have satisfied the class requirements and attach a copy of the class criteria used in evaluating employees. HR will assign an effective date as the first pay period following Human Resources receipt of the completed Flex, Reclassification, or New Position Form.
- B. Employees flexed will receive a pay increase of approximately 5% or as deemed appropriate by the General Manager or designee.
- C. All employees must complete an initial probation period before gaining regular status. If incumbents have not completed an initial probation period at the time of being flexed, they will remain on probation. When a flexed employee has successfully completed the initial probation, the supervisor will complete a performance appraisal advising HR to remove the incumbent from initial probation. This action will not, however, result in the incumbent being eligible for a pay increase.

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VII. Promotions or Reclassifications that result in an employee being placed on a higher range will result in the following actions:

Note: for the purposes of this section any reference to promotion also includes reclassifications.

- A. The effective date will be the first day of the pay period following one full pay period after the promotion has been accepted unless an earlier date is acceptable to the employee's current department director.
- B. All promoted employees will receive a pay increase of approximately 5% (i.e., the equivalent of two (2) steps) or as deemed appropriate by the General Manager. Employees may request a pay increase at promotion higher than 5%. Determination will be made at the sole discretion of the General Manager, or designee.
- C. If an employee is currently at the Control Point of their pay range and is promoted to a department director level position one range or approximately 7.5% higher, they will receive a pay increase of approximately 7.5% (i.e., Control Point to Control Point) or as deemed appropriate by the General Manager or designee.

VIII. DIFFERENTIALS

A. Bilingual Pay Differential

Employees in positions designated bilingual by the General Manager or designee, that require, as a condition of employment, the performance of verbal and written bilingual skills, shall be entitled to Bilingual Pay. Employees entitled to Bilingual pay shall be paid an hourly rate, as defined in the MOU, above their regular rate of pay, for all hours actually worked. Bilingual pay will not apply to hours not worked, such as the use of PTO, bereavement, holidays, floating holiday, no pay time off, jury duty, workers' compensation, accrued time taken, on-call or on-call holiday (including excess), time bank, etc. Bilingual pay shall be adjusted annually, based on the actual percentage change as noted in Section III. Salaries, of the MOU.

Procedure:

1. Department heads seeking bilingual designation for one (1) or more of their allocated positions may complete the justification form describing the reasons the position(s) requires, as a condition of employment, verbal and written bilingual skills. The following guidelines apply:
 - a. Bilingual pay is for positions that require a substantial amount of bilingual translation as an essential duty of the position. An essential duty is defined as a core function of the position that forms the basis for establishing the position. It is not available for positions that may use bilingual skills on an incidental or occasional basis.

- b. Incumbents of positions designated under this policy are required to pass a verbal and written skills exam as a condition of employment. Incumbents may be tested periodically thereafter at their supervisor's required. Bilingual pay will not be available for any incumbent in a designated position unable to pass a verbal and written bilingual skills exam.
- c. Employees holding positions not designated as bilingual shall be relieved from performing bilingual duties exceeding 10% of their time.
- d. The effective date of the designation for a current incumbent will be the next pay period following the date designation is approved and passing exam results are obtained unless an earlier date is established by the General Manager or designee.

B. Notary Pay Differential

Employees in positions designated by the General Manager or designee that provide notary services, for EMWD-related business, shall be entitled to Notary pay. Employees entitled to Notary pay shall be paid an hourly rate, as defined in the MOU, above their regular rate of pay for all hours worked. Notary pay will not apply to hours not worked, such as the use of PTO, bereavement, holidays, floating holiday, no pay time off, jury duty, workers' compensation, accrued time taken, on-call or on-call holiday (including excess), time bank, etc. Notary pay shall be adjusted annually based on the actual percentage change as noted in Section III. Salaries, of the MOU.

Procedure:

1. Department heads seeking notary designation for one or more of their allocated positions may complete the job description revision form describing the reasons the position(s) requires a notary. The following guidelines apply:
 - a. For designated employees to receive Notary pay, they shall maintain their current notary commission and shall use this primarily for EMWD-related business while on EMWD time. EMWD will continue to pay for designated employees' notary commission renewals and required insurance pertaining to EMWD-related business.
 - b. The effective date of the designation for a current incumbent will be the next pay period following the date designation is approved and notary designation is effective unless an earlier date is established by the General Manager or designee.

C. Night Pay Differential

Non-executive employees who are regularly or temporarily scheduled to work the majority of their working hours after 6:00 pm, but before 6:00 am, will be compensated at an hourly rate, as defined in the MOU, above their regular rate of pay for all hours actually worked, and two (2) times the differential rate above their holiday rate of pay for actual hours worked on a holiday. Night Pay Differential will not apply to hours not worked, such as the use of PTO, bereavement, holidays, floating holiday, no pay time off, jury duty, workers compensation, accrued time taken, on-call or on-call holiday (including excess), time bank, etc. Notary pay shall be adjusted annually based on the actual percentage change as noted in Section III. Salaries, of the MOU.

Non-executive employees who are assigned by the department head or designee to cover the shift of an employee receiving Night Pay Differential are also entitled to receive the differential for the period of time they cover the shift only.

IX. Y-RATED EMPLOYEES

Negotiated general pay adjustments, also known as COLA's, are available in the form of a lump sum payment to all employees whose pay rate is currently Y-Rated. This lump sum payment is to be calculated based on the employee's currently Y-Rated pay range. COLA's will be based upon current and active Memorandum of Understanding with the Union.

AUTHORIZED SIGNATURES ON FILE