**10.11 Desk Audits**

Upon request of the employee or his/her Department Head, the Human Resources Department shall, within ninety (90) days ~~if possible~~, audit the position of the employee to determine if he/she is working out of classification. If the audit determines that the employee has been working in the higher class **or if additional duties not reflected in the current job description at a higher level have been added to the position**, the employee shall receive back pay to the date of the beginning of the closest pay period that the position description questionnaire was received by the employee's supervisor. **The Human Resources Department will issue written recommendations for classification, changes to the job description (if any) and salary range allocation, and provide it to the Union and to the employee at the same time. The Union may request to meet and confer over any disagreement, dispute, or questions regarding the outcome of the desk audit and recommendation of the Human Resources Department within thirty (30) days after receipt. If the Union does not request to meet and confer, the determination from Human Resources will be considered final.**

**If, following the meet and confers, the parties are unable to reach agreement, they will jointly select a classification and pay specialist with no connection to either the City or the Union to conduct a hearing on the issues in dispute. The parties will split the cost of the specialist holding the hearing. The specialist will issue a decision within thirty (30) work days of the hearing.**

In the event the City reclassifies a position from a lower level classification to a higher level classification, an incumbent occupying such position shall be reclassified without competitive examination provided s/he has performed the duties of the new class for one year ~~and has not received an unsatisfactory evaluation during that period~~. All other employees shall pass an examination for the higher class and shall serve the normal probationary period. There will be a maximum of one (1) audit in a twelve (12) month period unless the employee is assigned to a different job in which case there may be a second audit in a twelve (12) month period. This section is not applicable to salary equity reviews when the assignment fits within the existing classification.

Reclassification or reallocation of positions shall not be used as a mechanism, the sole purpose of which is to improperly circumvent the provisions of this Agreement, including provisions relating to layoff, transfer, demotion or promotion. Upon request, the City will provide the Union with a written yearly report of all audits requested and performed. The City shall provide, upon request, for information only, the status (expiration date) of all existing eligible lists for Local 1021 and Local 1 classifications.