**Section 310.80 Increases in Pay**

Except as otherwise provided for in this Section, for employees occupying positions in classes that are paid in conformance with the Schedule of Negotiated Rates (Appendix A) and without a negotiated provision in the currently effective bargaining unit agreement, increases shall be granted as follows and will become effective the first day of the pay period following the date of approval:

a) Satisfactory Performance Increase –

1) Each employee who has not attained Step 8 of the relevant pay grade, and whose level of performance has been at a satisfactory level of competence, shall be successively advanced in pay to the next higher step in the pay grade after one year of creditable service in the same class.

2) A satisfactory performance increase shall become effective on the first day of the month within which the required period of creditable service is reached.

3) No satisfactory performance increase may be given after the effective date of separation.

b) Withholding Satisfactory Performance Increase – As an inducement toward attainment of satisfactory level of competence, satisfactory performance increases may be withheld from the employee who has not achieved a satisfactory level of performance. Such action must be supported by:

1) A performance record showing less than satisfactory performance. This must be prepared by the appropriate supervisor, discussed with the employee and approved by the agency head prior to the date the increase would otherwise become effective. The performance record will not be invalidated by refusal of an employee to sign. In such cases, an explanatory comment shall be made on the record by the supervisor. This record will be preserved by the agency.

2) Notice of withholding of satisfactory performance increases to the Department – It shall be reported upon completion of action required by subsection (b)(1), but not later than the submission of the payroll reflecting the denial of the increase.

c) Redetermination – A satisfactory performance increase previously withheld shall be granted when the cause for withholding has been eliminated. Redetermination must be made at least annually. In such cases the increases will be effective the first day of the month following date of approval and will be preceded by the preparation and filing of a Performance Record within the agency indicating the attainment of satisfactory level of competence.

d) Other Pay Increases –

1) Promotion −

A) Standard Procedures –

i) From Other Than Step 8 – Normally, upon promotion, an employee shall be advanced to the lowest step in the targeted pay grade that represents at least a full step increase in the former pay grade. The promotion shall not change the creditable service date if the increase is less than one step for the bargaining unit employees.

ii) From Step 8 – The employee shall be paid at the lowest step rate in the targeted pay grade that results in an increase equal to at least the dollar difference between Step 7 and Step 8 in the former pay grade. To compute this, add the dollar difference between Step 7 and Step 8 in the former pay grade to the employee's current rate at Step 8 (then include longevity if the employee is receiving an increased rate based on longevity). Then place the employee on the lowest step in the targeted pay grade that is at least equivalent to that amount. Otherwise, when an employee is promoted from Step 8, the employee shall be paid at the lowest step rate in the targeted pay grade that results in an increase equal to at least 3%. To compute this, add 3% to the employee's current rate at Step 8 (then include longevity if the employee is receiving an increased rate based on longevity). Then place the employee on the lowest step in the targeted pay grade that is at least equivalent to that amount. The promotion shall not change the creditable service date if the increase is less than one step for the bargaining unit employees.

B) Exception – Any deviation is a special salary adjustment (see subsection (e)).

2) Reallocation –

A) Standard Procedures −

i) From Other Than Step 8 − Normally, upon reallocation, an employee shall be advanced to the lowest step in the targeted pay grade that represents at least a full step increase in the former pay grade.

ii) From Step 8 − When an employee is reallocated from Step 8, the employee shall be paid at the lowest step rate in the targeted pay grade that results in an increase equal to at least 3%. To compute this, add 3% to the employee's current rate at Step 8 (then include longevity if the employee is receiving an increased rate based on longevity). Then place the employee on the lowest step in the targeted pay grade that is at least equivalent to that amount. The reallocation shall not change the creditable service date for non-bargaining-unit employees or if the increase is less than one step for the bargaining unit employees.

B) Exception − Any deviation is a special salary adjustment (see subsection (e)).

3) Reevaluation – If a higher pay grade is assigned to a class, the employee occupying the position in the class shall be advanced to the lowest step in the new grade that represents an increase in pay. If an employee becomes eligible for a satisfactory performance increase as a result of the reevaluation, a one-step increase will be granted immediately. The reevaluation shall not change the creditable service date if the increase is less than one step for the bargaining unit employees.

4) Separation and Subsequent Appointment – Upon separation from a position of a given class and appointment within four calendar days to a position in a higher pay grade, an increase shall be given under the conditions and requirements applicable to promotions (see subsection (d)(1)).

5) Reclassification – If the class to which the position is being moved has a higher pay grade, the employee's base salary is advanced to the salary in the new pay grade that represents the least increase in pay. If this new salary is less than the difference between Step 7 and Step 8 in the new pay grade and the employee has been paid the base salary in Step 8 of the previous pay grade for longer than one year, the new salary is advanced one step from the salary in the new pay grade representing the least increase. The reclassification shall not change the creditable service date if the increase is less than one step for the bargaining unit employees.

e) Adjustment – An employee may receive an upward adjustment in the employee's base salary for the purpose of correcting a previous error, oversight or when the best interest of the agency and the State of Illinois will be served. Adjustments shall have the prior approval of the Director. An adjustment at the time of entrance into State government shall have supporting documentation in the candidate's employment application. In determining the appropriateness of a request for a salary adjustment by an employing agency, the Director shall consider whether the need for the adjustment is substantial, whether the action is consistent with the treatment of other similar situations, and whether the action is equitable in view of the particular circumstances prompting the request. The Director's approval of an adjustment at the time of entrance into State government shall be based on the candidate's documented directly‑related education and experience exceeding the minimum requirements in the class specification, prior base salary history, staffing needs and requirements of the employing agency, and labor market influences on the recruitment for the position classification or position. The adjustment shall not change the creditable service date if the increase is less than one step for the bargaining unit employees. When a payroll adjustment is made for an AFSCME represented employee covered by the collective bargaining agreement signed August 21, 2019, upon request, an explanation for the adjustment shall be given to the employee.

(Source: Amended at 46 Ill. Reg. 11713, effective July 1, 2022)