When Did THAT Become My Job?
Understanding Out-of-Title Work & How to Protect Your Rights

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Whether you work for a City agency or a nonprofit, it often starts the same way: "Can you just help with this?" A few weeks later, you're supervising staff, managing programs, or writing reports well above your pay grade — with no raise, no new title, and no end in sight. That's not just "pitching in." It could be out-of-title work — and if you're a civil service employee or covered by a union contract, you may be entitled to higher pay, a new title, or an end to the assignment. Keep reading to learn what qualifies as out-of-title work, what evidence we need, and what your contract or the law says about it.

Out-of-Title: the City's Favorite Promotion—It's Free!

For Local 1180 public sector members, an out-of-title work assignment occurs when an employee is regularly required to perform the duties of a different — usually higher-paying — title without a corresponding increase in pay. To qualify, the work must be performed frequently and over a sustained period, not as part of a temporary or emergency situation.

To prevail on an out-of-title grievance, the Union must prove that:

- The assigned duties are substantially different from those in the employee's official NYC agency job specification (not the internal functional job description); and
- The out-of-title duties represent a significant portion—generally nearly half—of the employee's normal workday.

It's normal for job specifications to overlap but it does not automatically create an out-of-title claim. What matters is whether you are regularly doing duties from a different, higher-level title. To build a successful grievance, members must help the union gather and document evidence, including:

- Daily or weekly logs of the out-of-title duties performed (task, date, duration).
- Comparison of job specs, including a member's current civil service title versus the duties they actually perform.
- Who assigned the work and when (emails, memos, meeting notes).
- Examples of similarly titled coworkers not doing the same higher-level work.
- How long the out-of-title assignment has lasted (frequency matters).

What are the remedies? What am I entitled to?

If you're performing higher-level out-of-title work, you're entitled to the pay difference between your current base rate (excluding gross additions) and the minimum rate for the higher title. However, the Union can only pursue back pay if a grievance is filed within 30 days of when the extra duties began — not when you later realize it's unfair.

If the out-of-title work is at a lower level, the usual remedy is a cease-and-desist order to stop the assignment, not back pay. You're not automatically entitled to reclassification or reassignment, but the grievance process can be used to request it. In some cases — such as moving from PAA Level I to PAA Level III — reclassification may be granted.

What Should I Do?

- Start documenting now—dates, duties, and assignments.
- Ask your Steward for your official job specification so you can compare it.
- Notify the union immediately if you believe you're doing out-of-title work.
- Don't wait. Filing within 30 days maximizes your remedies.

The Nonprofit and Private Sector Multiverse: One Job Title, Infinite Duties

For Local 1180's nonprofit/private sector units, there aren't any civil service protections, but your contracts are enforceable legal tools. Many Collective Bargaining Agreements (CBAs) include protections related to job descriptions, coverage pay, and reclassification rights. That means if you're being told to "just help out" by taking on tasks clearly outside your role—or higher-level responsibilities—you may be entitled to more pay, a different title, or both.

What Is "Out-of-Title" Work in the Private Sector?

Out-of-title work in a nonprofit setting occurs when a member is regularly performing the core duties of a different role—often a higher-paid classification—without a formal title change or wage adjustment, and without contractually required notification or bargaining. Now, if you're temporarily covering for someone on leave, and your contract includes coverage pay or an acting allowance, that's not an out-of-title grievance. That's a violation of the CBA, and you should be compensated per your agreement.

What Protections Might Be in Your Contract?

Many CWA 1180 CBAs include enforceable language stating:

- You must be given a written job description at hire.
- The employer must notify the union of any changes to duties or job description.
- The employee may request a meeting to discuss changed or expanded duties and request reclassification or additional pay.
- You are entitled to coverage or acting pay when formally assigned to take over another position's work.

If your contract includes any of the above, you have rights the union can enforce.

What the Law Requires: The Union Bears the Burden

The union carries the burden of proving a violation under the National Labor Relations Act (NLRA) or your collective bargaining agreement (CBA).

That means:

- We must demonstrate that your assigned duties materially differ from those in your job description.
- We must show that the changes are not incidental, but a reassignment of core duties—and that the employer failed to notify or bargain as required.

Even where a contract contains a broad management rights clause, management cannot unilaterally change essential job duties or assign higher-level responsibilities without triggering bargaining obligations. These types of unilateral changes may constitute unfair labor practices under the NLRA.

What Should You Do?

If you think you're working out-of-title or covering another role without the proper pay or notice:

- Review your job description. If your CBA guarantees one and you never received it, ask your Steward.
- Keep a log. Track what you're doing, how often, and when the assignment started.

- Compare your duties: Are you supervising staff, handling strategic projects, or doing work outside your classification?
- Check your CBA: Are there provisions for coverage pay or duty change review? If so, they're enforceable.
- Talk to your union rep: We can initiate a meeting, request back pay, or file a grievance depending on the situation.

What If Your Contract Doesn't Have These Protections?

If your contract lacks job description or coverage pay language, that doesn't mean we're powerless. It means:

- We may still have a basis under the NLRA to challenge significant changes.
- Most importantly: we need to fix that contract in the next round of negotiations!

Every grievance or missed protection helps us build a case for better contract language in the next bargaining round. If you've been assigned higher-level work without recognition, speak up. It helps the whole unit.

Final Word:

If You're Doing the Job, You Deserve the Pay

Whether you're a civil service worker running the show on clerical pay, or a nonprofit staffer "temporarily covering" everything but the electric bill, one thing's clear: doing more without recognition or compensation isn't just annoying—it's a contract or legal violation. Out-of-title work is not a compliment. It's not "growth." And it's definitely not free.

If your duties don't match your job spec, your title, or your paycheck—say something early. The longer you stay quiet, the harder it is to fix—and the easier it is for management to keep doing it to someone else. Document it. Bring it to your union. And let's fight for the title, the pay, and the respect you've earned.