

ARTICLE 16: PERSONNEL

16.1 **CLASSIFICATION.** The DISTRICT may create new classifications and fix duties, responsibilities, and assignments for such classifications, or reclassify or abolish positions as long as any such action is not inconsistent with other provisions in this Article or Agreement. Except by mutual agreement, the DISTRICT shall notify the ASSOCIATION in writing ten (10) working days prior to the board calendaring of an agenda item of any new classification or the abolition of a classification. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within ten (10) working days, its intent to negotiate the classification, titles, or abolition of the classification.

16.1.1 The DISTRICT will notify the ASSOCIATION in writing within five (5) working days, notice of reorganization of classified position(s) at the colleges or district sites. Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, the ASSOCIATION shall notify the DISTRICT in writing within five (5) working days its intent to negotiate effects of such reorganization.

16.2 **PERSONNEL FILES.** The personnel file of each unit member shall be maintained at a single location determined by the DISTRICT. No disciplinary action based upon written materials shall be taken against a unit member unless such written materials are included in the unit member's personnel file.

16.2.1 **DEGORATORY MATERIAL.** Unit members shall receive copies of all derogatory material placed in their personnel file and shall be given an opportunity of reviewing the material and submitting a written response before it is placed in the personnel file. The unit member shall be given a thirty (30) calendar day period during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be sent by the unit member to the Office of Human Resources. The DISTRICT shall be responsible for attaching the response to the derogatory material and placing both in the personnel file.

Any material of a derogatory nature contained in a personnel file shall be signed by the preparer and the unit member in question. If the unit member refuses to sign the document their refusal shall be noted on the document. In the event material of a derogatory nature is found, upon inspection of a personnel file, which has not been signed by the unit member or does not include a notation that the unit member refused to sign the material, then the material shall be removed from the file immediately.

16.2.2 **RIGHT TO INSPECT.** Unit members shall have the right to inspect the contents of their personnel files upon written request, provided the written request is made at a time when such person is not actually required to render services to the DISTRICT. The following materials shall not be available for inspection: (1) Ratings, reports, or records which were obtained prior to employment of the unit member; (2) Materials prepared by identifiable examination committee members; or (3) Materials obtained in connection with a promotional examination. Advance appointments for the inspection of a personnel file may be required and scheduled with a DISTRICT representative.

16.2.2.1 Upon written authorization of the unit member, an ASSOCIATION representative may review the unit member's permanent personnel file. An ASSOCIATION representative may accompany any unit member in the review of that member's file.

16.2.3 **LOG OF INSPECTION.** The DISTRICT shall maintain a log within each unit member's

TA: _____ (date)
_____ (initials)

personnel file indicating the persons (other than employees in the Human Resources Office) who have examined the file and the date of such examination. The log and the unit member's personnel file shall also be available to the appropriate ASSOCIATION representative with written authorization of the unit member where disciplinary action is pending against, or a grievance has been filed by the unit member. Such examination by the unit member or ASSOCIATION representative shall conform to the parameters set forth under Section 16.2.2.

16.2.4 SEALING OF DEROGATORY MATERIAL. All derogatory materials shall remain in the personnel file for a period of two (2) years. Upon the written request of the unit member, derogatory material that is more than two (2) years old shall be placed in a separate sealed envelope to be retained in the back of the personnel file. Human Resources shall remove the sealed envelope from the personnel file during the file review and replaced once the review is concluded. These documents contained in the sealed envelope shall not be presented, used or disclosed: 1) except with the specific written consent of the unit member for the derogatory material to be reviewed, 2) upon the filing of any action or proceeding by the unit member against the DISTRICT or its agents or unit members (including but not limited to a grievance or other complaint or appeal), and/or 3) upon court order or as otherwise compelled by law.

16.3 RECLASSIFICATION. "Reclassification" shall mean the upgrading of a position to a higher Classification as a result of the gradual increase of the duties being performed by the incumbent in that position.

16.3.1 RECLASSIFICATION REQUESTS.

16.3.1.1 Step 1. A request shall be submitted on an online accessible and fillable Reclassification Request Form (Appendix E). This form can be obtained from the Office of Human Resources or the DISTRICT's website.

16.3.1.2 Step 2. Upon completion of the appropriate form, the unit member will submit the Reclassification Request to the Office of Human Resources.

16.3.1.3 Step 3. The Office of Human Resources shall date stamp a copy of all forms submitted and will provide a copy to the unit member and the ASSOCIATION.

16.3.2 The ASSOCIATION or the DISTRICT may propose a reclassification for any position at any time during the life of the Bargaining Agreement. A reclassification request may be initiated by the DISTRICT, ASSOCIATION, unit member or their immediate supervisor.

16.3.3 RECLASSIFICATION REVIEW PROCESS.

The reclassification process will be collaborative process between the ASSOCIATION and the DISTRICT. The ASSOCIATION and DISTRICT negotiation teams will meet monthly to review reclassification requests.

16.3.3.1 The ASSOCIATION and DISTRICT negotiations teams will review all completed reclassification requests. The criteria for a review shall be a significant, consistent, and ongoing increase in job content, (e.g., required knowledge, skills, abilities, responsibility, and accountability). The review evaluates job content only, not the person, and is not based on job performance, length of service, or other characteristics related to the unit member in the position.

TA: _____ (date)
_____ (initials)

Increased workload and normal increases in skills, experience, proficiency, and adaptation to new technologies consistent with the duties of the classification in a position are not the basis for a reclassification review. See forth under Section 16.5.

- 16.3.3.2 Step 1 Reclassification requests must be submitted to the Office of Human Resources by the end of the first working week of the month.
- 16.3.3.3 Step 2 Upon receipt of the request, the Office of Human Resources will date stamp the request prior to forwarding a copy to the unit member's immediate supervisor. The ASSOCIATION and the unit member shall receive a date stamped copy immediately.
- 16.3.3.4 Step 3 The immediate supervisor will provide their comments to the Office of Human Resources within fifteen (15) working days. The ASSOCIATION and the unit member shall receive a date stamped copy immediately. [The Office of Human Resources may reach out to the unit member via email to discuss their reclassification request; this allows the Office of Human Resources and a representative from the Association to collect relevant information related to the reclassification request. This discussion is intended to be a collaborative process between the Office of Human Resources and the Association; however, the unit member may elect to not have a representative present for the discussion with the Office of Human Resources.](#)
- 16.3.3.5 Step 4 Reclassification requests shall be reviewed by the ASSOCIATION and DISTRICT negotiation teams at their next scheduled meeting. A decision shall be rendered within forty-five (45) days of submission.
- a. If the job duties that the incumbent is performing are not found in an existing job description, then an updated draft job description or when appropriate a new classification, will be provided by the DISTRICT and shall be subject to the negotiations process between the ASSOCIATION and DISTRICT. This process shall be completed within forty-five (45) days of the decision.
- 16.3.3.6 Step 5 The ASSOCIATION and DISTRICT negotiation teams will evaluate each request for classification review based on the information submitted by the unit member on the Reclassification Request Form.
- a. If requested, a unit member shall have a meeting scheduled with the committee.
- b. [The Office of Human Resources will reach out to the unit member via email to schedule the meeting with the committee \(only if the unit member notes it on the reclassification request form\); the Office of Human Resources will notify the unit member of their option to schedule in-person or remotely. The unit member will be scheduled to meet with the committee for no more than 15 minutes, which shall include presenting their rationale for the request for reclassification and answering any questions from either the Association and/or District's negotiation team.](#)

TA: _____ (date)
_____ (initials)

- c. The Association and the District negotiations team will evaluate and discuss the reclassification request(s), which may also include discussing the information shared during the unit members' discussion with the Association and/or the Office of Human Resources and what was shared during the unit member(s) meeting with the Negotiations Team.
- d. The Association and the District negotiations team will caucus so each team can continue the discussion on the reclassification request(s) submitted with their team members; which shall include making a final determination (vote) on the reclassification request(s) submitted and discussed. The Association and the District negotiations team will each only have **one collective vote (Yes or No)**, which the Lead Negotiator for each side will present to the negotiation's teams.
 - i. **Reclassification request (approved):** The Association and the District negotiations teams vote to approve (Yes: Yes) based on the following outcomes.
 - i. **Appropriate classification** - The Association and the District negotiations team vote, then the reclassification request(s) will move to Step 6 and follow the process outlined and so on.
 - ii. **Out of class, cease work** - The Association and the District negotiations team vote, it is decided that the member was working out of class but is not awarded reclassification and the out of class work will cease. The member is awarded 5% out of class pay for the duration of out of class work.
 - iii. **Out of class, no job description** - The Association and the District negotiations team vote, it is decided that the member was working out of class but there is no appropriate job description to place the member. The request will be processed in accordance with 16.3.3.5 Step 4 a.
 - ii. **Reclassification request (denied):** The Association and the District negotiations team vote (No: No), then the reclassification request(s) will move to Step 6 and follow the process outlined and so on.
 - iii. **Reclassification request (split vote):** In the event the Association and the District negotiations team come to a split vote (Yes: No), then the reclassification request(s) will be decided by a mutually agreed upon impartial outside arbitrator following the process outlined below.

TA: _____ (date)
_____ (initials)

The ASSOCIATION and the DISTRICT shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a list of five (5) names. Each PARTY shall alternately strike a name from the list until only one (1) name remains. The remaining person shall be the arbitrator. The order of the striking shall be determined by lot.

The fees and expenses of the arbitrator shall be borne equally between the DISTRICT and the ASSOCIATION. All other expenses shall be borne by the party incurring them. The arbitrator shall, as soon as possible, hear evidence and render a decision on the reclassification(s) request submitted that shall be binding on the PARTIES.

The Arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the DISTRICT.

The Arbitrator shall submit their findings not later than twenty (20) days from the date of the close of the hearings or from the date the final statements and proofs are submitted to them. The arbitrator's findings of fact will be in writing and set forth their reasoning and decision on the reclassification request submitted.

16.3.3.7 Step 6 The Office of Human Resources will notify the unit member(s) and the ASSOCIATION of the decision in writing within ten (10) working days at the conclusion of the meeting. If the request is denied, the Office of Human Resources will notify the unit member of the denial and rationale.

16.3.3.8 Step 7 Reconsideration/Appeal Process. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days after being informed of the decision. The Chancellor shall notify the unit member and the negotiation teams in writing within twenty (20) working days of their decision which shall be final.

16.3.3.9 Step 8 Final determinations shall be documented in the form of a memorandum of understanding and shall be subject to both parties' ratification processes as required. All approved reclassifications shall be submitted for board approval no later than the next available board meeting.

16.3.4 **INCUMBENT RIGHTS.** When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position.

16.3.5 **SALARY OF POSITION RECLASSIFICATION.** The salary of a unit member in a position that is reclassified shall be determined as follows:

- a. If a position is reclassified to a classification having the same salary range (reclassification – lateral), the salary and anniversary date of the unit member shall not change.
- b. If a position is reclassified to a classification having a higher salary range (reclassification–upward), the unit member shall be placed on the appropriate salary range of their new classification, which would result in no less than a five (5%) percent increase over the current salary, except if the new placement is at highest Step. The anniversary date of the unit member shall not change.

16.3.6 The effective date of an approved reclassification shall be the date the application was stamp received by the Office of Human Resources.

TA: _____ (date)
_____ (initials)

16.4 **PLACEMENT IN THE CLASSIFICATION AND RANGE.**

16.4.1 Every bargaining unit member shall be placed in a classification and range in the classified service.

16.5 **WORKLOAD ANALYSIS.** The ASSOCIATION, the unit member, or the unit member's immediate supervisor may request a workload analysis to evaluate the workload of a unit member. The written request shall be submitted to the Office of Human Resources. This analysis is separate from the reclassification process and may be requested at any time throughout the year.

16.5.1 The written results of the workload analysis will be provided to the unit member and the ASSOCIATION. The results will contain methods of analysis and data used to analyze the workload.

16.6 **CLASSIFICATION AND COMPENSATION STUDY PROCESS.**

16.6.1 The DISTRICT and the ASSOCIATION shall review each classification within the bargaining unit at least once within a three (3) year period. The parties mutually agree that all reclassification requests will be placed on hold and will be processed at the completion of the study or within one (1) year from submission.

16.6.2 The DISTRICT and the ASSOCIATION shall mutually agree on the compensation and classification study process. The study should take no longer than (1) year to complete unless both parties mutually agree to extend the time period.

16.6.3 Salary range adjustments shall be negotiated.

16.6 **CLASSIFICATION AND RECLASSIFICATION REQUIREMENTS.**

16.6.1 Position classification and reclassification shall be subject to mutual agreement between the DISTRICT and the ASSOCIATION.

16.7 Either party may propose a reclassification for any position at any time during the life of the Agreement.