

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 **via DISTRICT e-mail thirty (30) ~~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, T~~the ASSOCIATION shall notify the DISTRICT in writing **via DISTRICT e-mail**, within **ten (10) working days of the date that the DISTRICT sent the notice**, of its intent to negotiate the **effects** of such new classifications, titles, or abolition of the classification.

16.1.1 The DISTRICT will notify the ASSOCIATION in writing **via DISTRICT e-mail** within **five ~~ten (510)~~ working days, of implementing its decision to reorganize** ~~notice of reorganization~~ of classified position(s) at the colleges or district sites. ~~Upon receipt by the ASSOCIATION of the DISTRICT'S written notice, T~~the ASSOCIATION shall notify the DISTRICT in writing **via DISTRICT e-mail** within **five ~~ten (510)~~ working days of the date that the DISTRICT sent the notice**, of 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~~ Any supervisor or other administrator who writes and places into the personnel file a written **adverse comment** evaluation, ~~other than the regular unit member evaluation as defined in Article 13, or any document relating to a unit member's job performance~~ shall sign and date such evaluation memorandum or document. The unit member shall be provided with copies of any adverse comment **and shall have thirty (30) days within which to file a written response with the Office of Human Resources to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.** ~~or written material thirty (30) calendar days, before it is placed in the personnel file. During this thirty (30) calendar day period, the unit member shall be given an opportunity during normal working hours to initial and date the material and to prepare a written response to such material. The written response shall be attached to the material.~~

Any written adverse comment 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 containing adverse comments 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 Pursuant to Government Code 3306.5, the DISTRICT shall at reasonable times and at reasonable intervals, upon the request of a public safety officer, during usual business hours, with no loss of compensation to the officer, permit that officer to inspect personnel files that are used or have been used to determine that officer's qualifications for employment, promotion, additional compensation, or termination or other disciplinary action.

~~Each employer~~ The DISTRICT shall keep each public safety officer's personnel file or a true and correct copy thereof and shall make the file or copy thereof available within a reasonable period of time after a request therefore by the officer.

- 16.2.3 If, after examination of the ~~officer's~~ unit member's personnel file, the ~~officer~~ unit member believes that any portion of the material is mistakenly or unlawfully placed in the file, the ~~officer~~ unit member may ~~request~~ submit via DISTRICT e-mail, a request to the Office of Human Resources, in writing, that the mistaken or unlawful portion be corrected or deleted. Any request made pursuant to this subdivision shall include a statement by the officer unit member describing the corrections or deletions from the personnel file requested and the reasons supporting those corrections or deletions. A statement submitted pursuant to this subdivision shall become part of the personnel file of the ~~officer~~ unit member.

Within thirty (30) calendar days of receipt of a request made pursuant to section 16.2.3, the ~~employer~~ DISTRICT shall either grant the ~~officer's~~ unit member's request or notify the ~~officer~~ unit member of the decision to refuse to grant the request. If the ~~employer~~ DISTRICT refuses to grant the request, in whole or in part, the ~~employer~~ DISTRICT shall state in writing the reasons for refusing the request, and that written statement shall become part of the personnel file of the ~~officer~~ unit member.

- 16.2.4 The DISTRICT shall maintain a log within each unit member's personnel file indicating the persons (other than employees in the Office of 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**.

16.2.5 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.

~~16.3 REQUEST FOR RECLASSIFICATION.~~

~~16.3.1 For purposes of this article, "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.~~

~~16.3.2 The ASSOCIATION, or the DISTRICT, or a unit member may propose a reclassification. Requests for reclassification shall be submitted on an online, accessible and fillable Reclassification Request Form (Appendix E). These shall be obtained from the Office of Human Resources or the DISTRICT website. Requests for reclassification may be submitted by a unit member or the unit member's immediate supervisor or may be initiated by the Vice Chancellor of Human Resources or designee. Upon completion, the unit member will submit the Reclassification Request to the Office of Human Resources. A date stamped copy of all submitted forms will be provided to the unit member and the ASSOCIATION by the Office of Human Resources.~~

~~16.3.3 The ASSOCIATION, or the DISTRICT, or a unit member 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.~~

~~16.3.4 **RECLASSIFICATION PROCESS.** The reclassification process will be an annual, collaborative process between the ASSOCIATION and the DISTRICT utilizing the Reclassification Committee. Requests must be submitted no later than December 1st, to be reviewed during the month of February as stated in section 16.3.4.4 of this article.~~

~~16.3.4.1 Step 1. Reclassification requests must be submitted to Human Resources November 1st—December 1st.~~

~~16.3.4.2 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 copy.~~

~~16.3.4.3 Step 3. The immediate supervisor will provide their comments to Human Resources within fifteen (15) working days. The ASSOCIATION unit member shall receive a copy.~~

~~16.3.4.4 Step 4. Reclassification review by the Reclassification Committee shall occur during the month of February.~~

~~a. If requested, a unit member shall have a personal interview with the committee.~~

~~b. Human Resources will notify the unit member(s) of the committee's decision in writing within ten (10) working days at the conclusion of the committee.~~

~~16.3.4.5 Step 5. Reconsideration/Appeal Process shall be permitted within fifteen (15) working days after the unit member is informed of the Reclassification Committee's decision. The unit member has the right to appeal in writing to the Chancellor within fifteen (15) working days of the committee's find. The Chancellor shall notify the unit member and the committee in writing with thirty (30) working days of their decision which shall be final.~~

~~16.3.4.6 Step 6. All approved reclassification recommendations shall be submitted for board approval no later than the June board meeting.~~

~~16.3.4.7 When a position is reclassified, the incumbent in the position shall be entitled to serve in the new position.~~

~~16.3.4.8 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 be the date on which the reclassification request was submitted.~~

~~16.3.4.9 Reclassification recommendations are subject to the approval of the Chancellor or designee. Final determinations shall be documented in the form of a memorandum of understanding and shall be subject to all approval processes.~~

~~16.3.4.10 The effective date of an approved reclassification shall be the date the application was stamp received by the Office of Human Resources.~~

~~16.3.4.11 Any unit member who requests a reclassification must wait at least two (2) years to submit another request.~~

~~16.3.5 **THE RECLASSIFICATION COMMITTEE.** The Reclassification Committee shall consist of the Director of Human Resources or designee and two (2) human resources staff members and the POA Chapter President or designee and two (2) unit members. The POA Labor Relations Representative (LRR) may be appointed to serve on the committee in lieu of one of the unit members. Both the ASSOCIATION and the DISTRICT will also appoint a minimum of two (2) alternates to serve as needed when there may be a conflict of interest or absence of an appointed committee member. Each party shall have three (3) committee members for the review process.~~

~~16.3.5.1 The ASSOCIATION shall be given reasonable time without loss of compensation to prepare for and participate on the Reclassification Committee.~~

~~16.3.5.2 The parties shall notify each other of its committee members and alternates no later than November 1st of each year.~~

~~16.3.5.3 If the Committee finds that a classification does not exist, a draft job description will be provided by the DISTRICT, if applicable, and shall be subject to the negotiations process between the ASSOCIATION and DISTRICT.~~

~~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 **CLASSIFICATION AND COMPENSATION STUDIES.** The DISTRICT and the ASSOCIATION shall review each classification within the bargaining unit at least once within a **three (3)** ~~five (5)~~ year period. (moved up)

16.5.1 The DISTRICT and the ASSOCIATION shall mutually agree on the compensation and classification study process. **Any salary range adjustments shall be negotiated. (reworded and moved from old 16.5.2 but now 16.5.3 with a strike through)**

16.5.2 New position classifications and/or revisions to existing position classifications shall be subject to mutual agreement between the DISTRICT and ASSOCIATION. (reworded and moved from 16.6.1)

~~16.5.3 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.~~