

ARTICLE 15

Classification Review

This process provides the sole and exclusive method for Bargaining Unit Members to review and resolve questions or concerns they may have pertaining to the classification placement of their position. Bargaining Unit Members may request such review no more than one time each year, unless assigned duties have substantially changed.

15.1 Step 1

A Bargaining Unit Member questioning the appropriateness of the classification placement of their position will fill out a Position Review Form (see attachment B). The Position Review Form (PRF) shall accurately describe the duties currently being performed by the Bargaining Unit Member. The Bargaining Unit Member may submit additional documentation supporting his/her position that the current classification is inappropriate. The Bargaining Unit Member will request the classification he/she believes is more appropriate.

15.2 Step 2

The Bargaining Unit Member will review the PRF with his/her immediate supervisor to discuss duties performed. In the event the completed form does not accurately reflect the Bargaining Unit Member's duties, the Bargaining Unit Member shall have the (10) working days to resubmit the form accurately describing the duties. Within five (5) working days of the date of submission of the PRF to the supervisor, a meeting will be scheduled for a mutually agreeable time, as soon as possible after the receipt of the PRF. The Supervisor shall forward his/her findings to the immediate Director, with a copy to the Bargaining Unit Member. If there is disagreement the Bargaining Unit Member may submit a written rebuttal to the Director, within five (5) working days from receipt of the supervisor's findings.

15.3 Step 3

The employee's immediate Director shall review the Position Review Form, supervisor's comments and/or employee's rebuttal. The immediate Director may meet with the Bargaining Unit Member and their Employee Representative, to gather or clarify information. The immediate Director or the Associate Vice-Chancellor shall, within five (5) working days of receipt of the employee's submission of rebuttal or the meeting, whichever is later, make a decision, reduce it to writing and send a copy to the Bargaining Unit Member and Employee Representative.

15.4 Step 4: Appeal Process

The Bargaining Unit Member may appeal the immediate Director's or the Associate Vice Chancellor's decision. Local 6070 staff shall submit in writing the appeal within ten (10) working days from the determination in Step 3 to the MAU level Human Resources

Director. Union staff, the immediate Director or Associate Vice Chancellor, and the Human Resources Director shall jointly review the documentation. If the parties agree then the reclassification will occur as agreed. If the parties disagree then the Union shall advance the reclassification appeal within five (5) working days to the next step.

15.5 Step 5

The Human Resources Director's decision may be appealed in writing to statewide Office of Labor Relations. The parties shall meet within ten (10) working days from receipt of the written appeal. If the review of the appeal does not result in a mutually agreed classification change, the classification shall be submitted to a neutral party, selected according to the process set forth below, for determination. For the purposes of this step the neutral classification panel will be a standing panel of three (3) neutral classification experts jointly determined by both parties. The cost associated with this step will be split evenly between the parties. The parties shall select one Classification Specialist from the panel of three (3) by alternately striking one name from the list. The one remaining shall decide the dispute. The parties shall rotate who strikes first.

15.6 Effective Date of Reclassification

The effective date of reclassifications which result from the process set forth in this Article will be retroactive to the beginning date of the pay period after the date the Bargaining Unit Member first submitted their review to their supervisor.

15.7 Effect of Reclassification

In the event a position is reclassified downward, the individual affected will be selected in accordance with the layoff provisions in Article 5.4B of this agreement. The individual selected shall be placed in the lower classification scale at the equal or closest higher rate to their current rate. If the current rate exceeds the maximum rate in the lower scale, their pay shall remain frozen for not longer than three years, at which time the rate shall be adjusted to the maximum rate of the new lower scale. In the event a position is reclassified to a higher classification, it shall be considered a promotion as defined in Article 11.1.B. In the event a position is determined by the classification expert to be reclassified to a higher classification, the University retains the right to limit assigned duties such that the reclassification is no longer warranted. In the event the University so limits assigned duties, the employee shall receive compensation equal to a one step increase for the time between the date of the Step 1 appeal and the Director's or the Associate Vice Chancellor's decision to limit duties to the former classification.