

## **ARTICLE 14 – CLASSIFICATION**

### **14.1 Classification Changes**

- A. When CalHR proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with CalHR regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the SPB for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.
- C. If the parties reach an agreement, the parties shall jointly recommend, in writing, that the classification proposal be submitted to the SPB for the non-hearing calendar.
- D. If the parties do not reach an agreement the classification proposal may be submitted to the SPB.
- E. In the event the SPB renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.

### **14.2 Out-of-Classification Grievances and Position Allocation Hearing Process**

- A. Definitions
  - 1. An employee is working "out-of-class" when the employee spends a majority (i.e., more than fifty percent [50%]) of the employee's time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment. Duties that are appropriately assigned to incumbents in the employee's current classification are not out-of-class.

Duties appropriately assigned are based on the definition and typical tasks enumerated in the California SPB specification.

Training and Development assignments are not out-of-class work.

2. For purposes of this section, a classification is at a “higher level” if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the highest range of the class in which the employee holds an appointment.
3. When an employee is performing the duties of a vacant position properly assigned to a higher class or the duties of an absent employee whose position is properly assigned to a higher classification, the employee shall be considered to be working out-of-class.

#### B. Authorization and Rate of Pay

1. Notwithstanding Government Code sections 905.2, 19818.8, and 19818.16, an employee may be temporarily required to perform out-of-class work by the employee’s department for up to one hundred twenty (120) calendar days in any twelve (12) consecutive calendar months when it determines that such an assignment:
  - a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
  - b. Cannot feasibly be met through use of other civil service or administrative alternatives.
2. Departments may not use out-of-class assignments to avoid giving civil service examinations or to avoid using existing eligibility lists created as the result of a civil service examination.
3. When an employee is assigned out-of-class work, the employee shall receive the rate of pay the employee would have received pursuant to Title 2 California Code of Regulations sections 599.673, 599.674, or 599.676 if appointed to the higher classification.

4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.
5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

C. Out-of-Class Grievances and Allocation Appeals

1. The grievance and arbitration procedure described in subsection D below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by CalHR referenced in Government Code section 19818.16 or the State Victim Compensation and Government Claims Board.
2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code sections 19818.6 and 19818.20.
3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.
4. The only remedy that shall be available (whether claiming out-of-class work or position misallocation) is retroactive pay for out-of-class work. Said pay shall be limited to out-of-class work performed (a) during the one (1) year calendar period before the employee's grievance was filed; and (b) the time between when the grievance was filed and finally decided by an arbitrator.
5. Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

D. Grievance Procedure and Time Limits

1. An employee's grievance initially shall be discussed with the employee's supervisor.

2. If the grievance is not resolved to the satisfaction of the grievant a formal grievance shall be filed on a CalHR 651 (Job Description Form) provided by the State within:
  - a. Fourteen (14) calendar days after receipt of the decision rendered by the supervisor; or
  - b. Twenty-one (21) calendar days after the date the employee's duties allegedly changed such that the employee stopped working out of classification or the employee's position became misallocated.
  - c. However, under no circumstances may the period in which to bring the grievance be extended beyond the twenty-one (21) calendar days in item b above.
3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in Article 6.
4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.
5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, the grievant may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of CalHR.
6. The Director of CalHR or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.
7. If the grievance is not resolved by CalHR, the Union shall have the right to submit the grievance to arbitration in accordance with Article 6, section 6.11.
8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation

grievances except as otherwise provided in this section.

- E. The arbitrator's decision regarding out-of-class and misallocation grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure section 1286.2 et seq.

### **14.3 Classification/Pay Data**

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for bargaining unit rank-and-file employees.

### **14.4 Duty Statements, Post Orders, and Work Instructions (Excludes Units 17 and 21)**

- A. An employee shall be provided with a current duty statement for the employee's position within fifteen (15) calendar days of the employee's request. Duty statements must comply with the State Personnel Board job classification specifications.
- B. Post orders in CDCR-Adult, and work instructions in CDCR-DJJ will be provided where applicable.
- C. Duty statements, post orders, and work instructions shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, the employee's duty statement shall be reviewed, and if necessary, updated to reflect their current duties.
- D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements, post orders, and work instructions for review, and may make recommendations for changes to the appointing authority or designee.
- E. The parties recognize that post orders in CDCR-Adult, and work instructions in CDCR-DJJ are not grievable or arbitrable, unless the post order or work instruction violates another section of this Contract.
- F. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent if appropriate.

#### **14.4.17 Duty Statements/Post Orders, and Work Instructions (Unit 17)**

- A. Upon appointment to a Unit 17 position, departments shall provide each Unit 17 employee with a duty statement which describes the duties the employee is expected to perform. Duty statements shall be consistent with the Unit 17 employee's classification specification.
- B. In CDCR duty statements may be included in the Post Orders.
- C. Disputes over whether or not the duty statement is consistent with the class specifications shall be resolved through the grievance procedure. The decision reached at Step 3 (CalHR) of the grievance procedure shall be final.

#### **14.4.21 Duty Statements, Post Orders, and Work Instructions (Unit 21)**

Departments shall provide each Unit 21 employee with a current duty statement within fifteen (15) calendar days of request. Duty statements must comply with the SPB job classification specifications. Upon request, an employee who is transferred or reassigned on a permanent basis shall be provided a revised duty statement.

Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent.

#### **14.5 Automation and New Technology**

The State shall endeavor to notify the Union one hundred eighty (180) days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees. Upon request of the Union within thirty (30) days of such notification, the State shall negotiate with the Union on the impact of such changes.

#### **14.6 Job Announcements**

When a department posts a job announcement for which two (2) classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

#### **14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees (Excludes Unit 14)**

- A. The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before

assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

B. Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

#### **14.7.14 Assignment of Duties Normally Performed by Bargaining Unit Employees (Unit 14)**

- A. The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.
- B. Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

#### **14.8 Contracting Out**

##### **A. Purpose**

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by bargaining unit employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by State departments.

##### **B. Policy Regarding Personal Services Contracts and Cost Savings**

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. Information Regarding Contracts To Be Let

1. Departments will provide the Union's designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in bargaining unit class specifications.
2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide the Union's designated representative with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed, but no less than five (5) business days thereafter, provided the contract is/will be for services found in bargaining unit class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D (1).
3. The purpose of this subsection C is to provide the Union with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with the Union for this purpose, if requested by the Union.

D. Review of Personal Services Contracts In Existence

1. Upon request of the Union each department shall submit copies of any or all personal services contracts that call for services found in bargaining unit class specifications. For each contract, departments shall



provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than twenty-one (21) calendar days following the request by the Union, or longer if approved by the Union and the department. This shall include contracts that may otherwise be protected from public disclosure, if the contracts provide for services found in bargaining unit class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit classifications. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the Union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit class specifications. Costing information provided to the Union for protected contracts shall include total personnel costs for personnel services found in bargaining unit classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

2. Within ten (10) workdays after receipt of the personal services contracts and associated documents as provided for in paragraph D(1) above, the Union and the department shall begin reviewing the contracts. The Union and the department shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the Union and the

department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the Union and department.

3. The Union and the department will continue to meet as necessary to examine personal services contracts which have been let.
4. If savings are generated by the termination of personal services contracts under this provision, it is the intent of the State to implement agreements of the Union and the department for utilization of said savings. Such agreements may include:
  - a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit employees;
  - b. Enabling the employment of bargaining unit employees for services currently performed by contractors;
  - c. Enabling of the conversion to bargaining unit civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the SPB;
  - d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives;
  - e. Such other purposes as may be mutually agreed upon.

#### E. Displacement Avoidance

1. The objective of this subsection is to ensure that bargaining unit employees have preference over contract employees consistent with, but not limited to the following principles:
    - a. The duties at issue are consistent with the bargaining unit employee's classification;
    - b. The bargaining unit employee is qualified to perform the job; and,
    - c. There is no disruption in services.
  2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section of the parties' collective bargaining agreement.
- F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

G. Relationship Between This Section And Related Statutes  
The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

**14.9.1 Classification Study: Investigative Auditor Work  
Classification Study (Unit 1)**

The State and the Union agree to meet regarding investigative audit work performed by Bargaining Unit 1 classifications within the Board of Equalization, California Department of Tax and Fee Administration and Office of Tax Appeals, the Investigative Auditors at the Department of Justice, and the Investigative Certified Public Accountant class.

The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

If changes to the class specification becomes necessary, such changes will be done in accordance with section 14.1 of this Agreement.

**14.9.11 Classification Review of Laboratory Assistant Series (Unit 11)**

A. CalHR shall initiate a workgroup with departments employing the classifications listed below to determine the feasibility of conducting a classification review and/or classification consolidation necessary and appropriate to better align with current and projected workforce needs.

1. Laboratory Assistant
2. Laboratory Assistant (Correctional Facility)
3. Senior Laboratory Assistant
4. Senior Laboratory Assistant (Correctional Facility)
5. Supervising Laboratory Assistant I

B. Within six months of ratification by both parties, CalHR shall provide an update on this effort to the union. The parties shall discuss the merits of conducting a classification review and/or classification consolidation as well as a specific plan of action that

may be established where such action(s) are deemed to have merit.

C. Any changes to the classification(s) shall be handled consistent with Section 14.1 of this MOU.

#### **14.9.14 Classification Review of Printing Trades Specialist Trainee Series (Unit 14)**

A. Upon the Union's request, the State agrees to meet with representatives of the Union to determine if changes to the class specifications for the Printing Trades Specialist Trainee Series are needed. These meetings will not exceed six (6) in total unless mutually agreed by both parties.

B. The State and the Union may each select up to four (4) representatives. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

C. Upon completion of the classification review, the State and the Union will jointly identify recommendations for changes to the Printing Trade Specialist Trainee Series. The Union shall be permitted to submit separate recommendations to the State. If the State determines that changes to the specifications are appropriate, the State agrees to pursue the revisions in accordance with section 14.1.

#### **14.10.1 Classification Study: Television Specialist Classification Study (Unit 1)**

During the term of this contract, the California Department of Human Resources will conduct a classification and specification review of the Television Specialist series.

If changes to the class specification become necessary, such changes will be done in accordance with section 14.1 of this Agreement.

#### **14.11.1 INTENTIONALLY EXCLUDED**

### **14.12.1 Personnel and Payroll Joint Management Workload Committee (Unit 1)**

The State and the Union agree to convene a Joint Labor Management Committee (JLMC) to review the Personnel and Payroll classifications' workload, training, upward mobility and overtime. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the Joint Committee shall be one (1) individual selected by the Union and one (1) individual selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Committee members and employee subject matter experts shall serve without loss of compensation.

The Committee shall meet at a minimum of at least once per quarter. The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall endeavor to respond to the information requested before each scheduled meeting date.

The Committee members shall discuss and make recommendations on the following:

- A. Workload
- B. Training
- C. Upward Mobility
- D. Overtime

The Joint Committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

### **14.12.15 Custodial Equipment (Unit 15)**

#### **Backpack Vacuums**

Employees shall have the option, upon request, to use upright vacuums instead of backpack vacuums.

### 14.13.1 Lead Responsibilities (Unit 1)

A. This provision outlines the lead person's responsibilities and compares and contrasts them to those of a supervisor. The strikeout of the supervisor's responsibilities represents the intent to expressly exclude the negotiation of an agreement to the assigned supervisor's duties through this provision.

	Supervisor	Lead
1	<del>Provide in depth policy and procedure training.</del>	Provide basic on-the-job training for assigned duties.
2	<del>Assign work.</del>	Assign work.
3	<del>Counsel employees on:-</del> <ul style="list-style-type: none"> <li>a. <del>Attendance problems</del></li> <li>b. <del>Work related problems</del></li> <li>c. <del>Refer employees to EAP</del></li> </ul>	May recommend to supervisor that an employee would benefit from a work improvement plan only as it relates to work procedures or processes.
4	<del>Initiate corrective action such as attendance restrictions and goal setting.</del>	Not a lead responsibility.
5	<del>Respond to, and resolve grievances at the informal and first level.</del>	May attempt to resolve conflicts that arise as a result of workflow or procedures.
6	<del>Prepare probation reports, annual evaluations, input of the self-appraisal reports.</del>	May provide input of a factual nature regarding employee job performance.
7	<del>Participate in performance appraisal evaluations.</del>	Restricted to the technical portion

		of report pertaining to technical performance.
8	<del>Approve or deny SISA's and MSA's.</del>	Provide input on employee's job performance to the supervisor.  No authority for an independent decision.
9	<del>Discipline employees either informally or formally.</del>	Provide input on employee's job performance to the supervisor. Not a lead function. No authority for an independent decision.
10	<del>Write up required responses for supervisory input on the employee self-appraisal reports used in the testing process.</del>	Provide input on employee's job performance to the supervisor. No authority for an independent decision. (If lead is not a competitor in the same examination.)
11	<del>Approve or deny the use of sick leave, vacation, personal holiday, etc.</del>	May receive employee requests in the absence of the supervisor and shall not approve or deny such requests.



12	<del>Request and approve supply orders.</del>	May request and approve supply orders.
13	<del>Approve overtime.</del>	Not a lead responsibility.
14	<del>Sign 634's.</del>	Not a lead responsibility.
15	<del>Review completed work within the group for quality.</del>	Review completed work within the group for quality.
16	<del>Prepare recommendations to plans, budget requests, procedural and policy changes within the work group.</del>	May prepare recommendations.
17	<del>Sign probation or annual evaluations.</del>	Not a lead responsibility.
18	<del>Sign off on employee self-appraisal reports.</del>	Not a lead responsibility.
19	<del>Authorize training course attendance.</del>	May provide input to who would benefit from attending a training class.
20	<del>Make a hiring commitment to hire someone to fill a vacancy within the work group.</del>	May participate in the hiring interview with a supervisor and may make a recommendation to hire.
21	<del>Make promotional commitments.</del>	Provide input regarding employee's performance. No authority for an independent decision.
22	<del>Sign summary of corrective discussion memo.</del>	Not a lead responsibility.

23	<del>Sign recommendations for adverse actions.</del>	Not a lead responsibility.
24	<del>Grant requests for leave of absence up to 10 days.</del>	May provide input to supervisor. No authority for an independent decision.
25	<del>Approve alternate work schedules.</del>	May provide input to supervisor. No authority for an independent decision.
26	<del>Move employees from shift to shift.</del>	May provide input to supervisor. No authority for an independent decision.
27	<del>Sign travel expense claims.</del>	Not a lead responsibility.
28	<del>Schedule overtime.</del>	Not a lead responsibility.
29	<del>Order travel.</del>	May assist supervisor with travel agenda.
30	<del>Set work hours.</del>	Not a lead responsibility.
31	<del>Justify, request, and approve equipment orders.</del>	May be asked to justify purchasing equipment. Cannot sign purchase orders.

#### **14.16.4 Program Technician Classification Series (Unit 4)**

The State and the Union agree to continue the Joint Labor Management Classification Committee to study the Program Technician series.

- A. The Committee will consist of up to five (5) State representatives chosen by the State and five (5) Union representatives chosen by the Union, who shall serve without loss of compensation.
- B. The Committee will start meeting sixty (60) calendar days after ratification of this Agreement. The Committee will meet regularly as agreed to by the committee members. The Committee will endeavor to complete this classification study within one year from the start.
- C. Any changes to the classification shall be handled consistent with section 14.1 of this MOU.

**14.16.14 Classification Review of Digital Print Operator Series (Unit 14)**

A. Upon the Union's request, the State agrees to meet with representatives of the Union to determine if changes to the class specifications for the Digital Print Operator Series are needed. These meetings will not exceed six (6) in total unless mutually agreed by both parties.

B. The State and the Union may each select up to four (4) representatives. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

C. Upon completion of the classification review, the State and the Union will jointly identify recommendations for changes to the Digital Print Operator Series. The Union shall be permitted to submit separate recommendations to the State. If the State determines that changes to the specifications are appropriate, the State agrees to pursue the revisions in accordance with section 14.1.

**14.17.14 Classification Review of Graphic Designer Series (Unit 14)**

A. Upon the Union's request, the State agrees to meet with representatives of the Union to determine if changes to the class specifications for the Graphic

Designer Series are needed. These meetings will not exceed six (6) in total unless mutually agreed by both parties.

B. The State and the Union may each select up to four (4) representatives. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

C. Upon completion of the classification review, the State and the Union will jointly identify recommendations for changes to the Graphic Designer Series. The Union shall be permitted to submit separate recommendations to the State. If the State determines that changes to the specifications are appropriate, the State agrees to pursue the revisions in accordance with section 14.1.

#### **14.18.14 Classification Review of Exhibit Designer – Installer (Unit 14)**

- A. The State agrees to conduct a classification review of the Exhibit Designer-Installer positions, used at the California Science Center. The State agrees to provide Unit 14 with a written status report, within six (6) months of ratification of this Contract. The purpose of the classification review is to determine if the current class specification adequately describes all facets of the work.
- B. Upon completion of the classification review, the State will provide the Union with a copy of the results and recommendations. The State and the Union agree to meet and discuss the results of the review and recommendations, including the following:  
If the analysis indicates an existing classification more accurately describes the work of the Exhibit Designer-Installer positions at the California Science Center, and the Union concurs, the Union shall support the reallocation of the positions on a current basis to the appropriate class in accordance with SPB Law and Rules and shall not seek retroactive out-of-class pay or recognition.

#### **14.20.14 Multimedia Specialist (Unit 14)**

At the Union's request, the State agrees to meet with the Union to review Union information on a potential Multi Media Specialist class. Prior to the meeting, the Union will provide the State with possible class specification language such as:

- Typical Tasks
- Minimum Qualifications
- Essential Functions
- Classification

The Union may also provide suggested exam planning and sample duty statements.

#### **14.20.17 Classification Reviews (Unit 17)**

The State shall establish a Joint Labor Management Committee (JLMC) consisting of three (3) representatives from the Union and three (3) representatives from the State to explore two (2) class specifications or specification series. The Union representatives on the committee shall serve without loss of compensation.

The State and the Union mutually agree the committee will focus solely on class definition, typical tasks, and minimum qualifications of the class specification. The parties also agree the classification committee shall not be used as a forum for discussion of salary-related issues. The Union may initiate discussions on classifications to be addressed by the committee by providing to the State relevant data and justification that indicate changes may be needed in the specification or specification series.

The JLMC shall complete one (1) classification review prior to the commencement of a committee to address a subsequent classification review. It is the intent of the parties to complete the classification reviews prior to the expiration of this Contract; however, the primary goal of each committee is to ensure the review undertaken results in an accurate classification specification.

The State and the Union recognize that classification proposals reflecting recommendations developed by the committee require approval by CalHR and SPB.

This section is not subject to the grievance and arbitration procedure of this Agreement.

#### **14.21.20 Classification Studies (Unit 20)**

- A. The State and Unit 20 agree to establish a Joint Labor Management Advisory Classification Committee to review and make recommendations on updating existing classification specifications which do not reflect the current duties.
- B. The Union will propose up to four (4) classifications for review by the Committee in a fiscal year. Each proposed classification revision may be submitted to CalHR for review and update and further consideration by SPB after the conclusion of action by the Committee.
- C. The Committee will consist of up to four (4) Union representatives and up to four (4) State representatives. The composition of the Committee may vary depending on the classification being discussed, however; in no case shall the membership of the Committee exceed four (4) Union and four (4) State representatives. Union representatives will serve on the Committee with no loss of compensation or benefits.
- D. The Committee will meet for a sufficient amount of time to properly address the issues. Release time of Union representatives shall be determined by the State subject to operational needs.
- E. Classification studies initiated by this Article shall be administered pursuant to Bargaining Unit 20's MOU, Article 14.1 (Classification Changes). Upon meeting and conferring with the Union, CalHR and SPB approval, and certification of funds (Form 137) by all affected departments, the classification studies shall be implemented.

**14.25.4 Dispatcher Clerk/Dispatcher Clerk, Caltrans Classifications Task Force Study (Unit 4)**

- A. The State and the Union agree to form a Joint Labor Management Classification Task Force (JLMTF) to study the Dispatcher Clerk/Dispatcher Clerk, Caltrans Classifications specifications.
- B. The task force will consist of up to five (5) State representatives chosen by the State and five (5) Union

representatives chosen by the Union, who shall serve without loss of compensation.

C. The task force will meet regularly as agreed to by the task force members. The task force will endeavor to complete this classification study within two (2) years from the ratification of this Agreement.

D. Any changes to these classifications and discussions of compensation shall be handled consistent with section 14.1 of this MOU.

E. Upon conclusion of the task force, a joint report with recommendations for any changes to the classifications' specifications shall be submitted to CalHR's Personnel Management Division. Either party reserves the right to submit recommendations in addition to the joint report or if a joint report cannot be agreed to by both parties.

F. Upon the completion of the study, the State shall provide the Union with a written notification of its completion and a determination as to whether the recommendations for changes to the classifications' specifications will be pursued.

G. This Article shall not be subject to the grievance and arbitration procedures.