

Article 14 FILLING VACANT POSITIONS

The District and SEIU agree to apply the Side Letters to Article 14, whenever possible, in filling vacant positions, and in temporarily reassigning unit members to address workload issues during the remote work environment. See separate side letters (Appendix Q and R).

§ 14.1 Transfer

§ 14.1.1 A “transfer” is a move from one (1) work location or department or supervisor to another work location or department or supervisor in the District within the same job classification, or a job classification at the same or lower salary range.

§ 14.1.2 Any permanent regular classified unit member may use the Transfer process to apply for a transfer, as defined in Section 14.1.1, so long as the unit member meets minimum qualifications or the equivalent for the new position and the total combined full-time equivalent (FTE) of additional positions does not exceed 1.0. Unit members may also increase their time base (i.e., work year and/or hours per week) through transfer.

§ 14.2 Transfer Eligibility

§ 14.2.1 Any permanent employee may request consideration for transfer.

§ 14.3 Applying for Transfer

§ 14.3.1 When a new position is created, or an existing position becomes vacant, the District shall first offer the opportunity for transfer to qualified unit members prior to an open recruitment.

§ 14.3.2 The District’s Human Resources Department website will include all internal recruitments. Vacant positions will be listed on the on the Human Resources website for a minimum of five (5) working days. These postings will include a brief description of the position and will allow unit members to apply online. Human Resources staff will also notify District employees when internal positions are available for all regular unit members to apply.

§ 14.3.3 Unit members wishing to apply for transfer must apply online at the Human Resources website identifying the position for which they wish to be considered. The online application, along with any other required materials specified in the posting, must be submitted no later than the deadline noted in the job posting.

Unit members meeting the prescribed criteria and minimum qualifications or the equivalent as determined by Human Resources shall be eligible to interview for the position. Interviews will be held within a reasonable period of time after the deadline for the job posting.

Article 14 FILLING VACANT POSITIONS (Continued)

§ 14.3 Applying for Transfer (Continued)

§ 14.3.4 Unit members who are not selected for transfer may request the reason(s), in writing, from Human Resources. Human Resources shall respond to such request in a reasonable period of time.

§ 14.3.5 Requests for Transfer shall not be accepted once the external recruitment has begun.

Unit members who do not apply online within the designated time period must compete for the position through the open recruitment process.

§ 14.3.6 Unit members who are offered the position, will advise their supervisor of their decision to accept the new position within one working day.

§ 14.4 Selection for Transfer

§ 14.4.1 Final decision on selection to fill vacancies shall be within the sole discretion of the District. Selections shall be made on the basis of merit, including, but not limited to, such factors as skills, abilities, knowledge, experience, and potential for growth. In considering unit members for transfer, attention shall be given to past evaluations, reference checks, experience and knowledge of the District's policies and procedures and practices.

§ 14.5 Failure to Complete the Probationary Period in a New Position

§ 14.5.1 Unit members who assume any new permanent assignment, for a job classification in which they have not previously served, will be subject to a regular, 6-month probationary period regardless of whether or not this new assignment is considered a promotion or demotion unless their position is reclassified by the Classification Review Committee or a negotiated Classification Study. If a unit member fails probation and if their previous position is currently filled, a comparable job in their previous classification (and former salary, FTE, and work year) will be identified. If no position in that classification exists, the unit member may be temporarily assigned to a job in a lower classification with no loss of pay or status. At the District's discretion, the unit member may be temporarily assigned to a position in a higher classification for which they meet minimum qualifications or the equivalent until a suitable vacancy in the original classification is identified.

Article 14 FILLING VACANT POSITIONS (Continued)

§ 14.5 Failure to Complete the Probationary Period in a New Position (Continued)

§ 14.5.2 Notwithstanding Article 14.5.1, the District retains at all times the right to discipline employees for reasonable cause in accordance with Article 21.5. Normally, the District will not move to formal discipline (i.e., suspension, demotion, termination) for mere incompetence or inefficiency in the performance of one's duties (Article 21.5.1.8) until such time as the employee has failed two consecutive probationary periods.

§ 14.6 District-Initiated Transfer

§ 14.6.1 A District-initiated transfer may become necessary to meet administrative needs, economic necessity, operational efficiency, and other reasons including, but not limited to, meeting the requirements of the District's total operational programs.

§ 14.6.2 When multiple unit members hold the same classification in the same department and a District-initiated transfer occurs, it will occur in order of seniority with the transfer opportunity first right of refusal starting with the unit member with the highest seniority.

§ 14.6.3 A unit member who is the subject of a District-initiated transfer shall have an opportunity to indicate a preference from a list of vacancies, if applicable, and the District shall consider the unit member's preference from the list of vacancies in making the transfer.

§ 14.6.4 No District-initiated transfer shall be arbitrary, capricious, discriminatory, or a substitute for discipline.

§ 14.6.5 As much advance notice as is reasonably possible will be given to the unit member. In general, the unit member to be transferred shall be given at least ten (10) work days advance notice and reason(s) for the impending transfer. This notice shall be in writing.

§ 14.6.6 A District-initiated transfer shall not result in the loss of seniority, longevity increment, or any health and welfare benefits for the unit member.

§ 14.6.7 A District-initiated transfer which would necessitate lowering of the unit member's salary range will result in the unit member's salary being Y-rated until such time as their current salary is at least equivalent to that of the position to which they have been involuntarily transferred.

§ 14.6.8 A unit member subjected to a District-initiated transfer into a different classification, for economic reasons, shall be notified of, offered, and have the first right of refusal up to two times in 39 months, to return to their original position in their original work location when an opening becomes available.

Article 14 FILLING VACANT POSITIONS (Continued)

§ 14.7 Posting of Vacancy Notice for Open Recruitments

§ 14.7.1 Notice of all job vacancies within the bargaining unit shall be posted on the District's Human Resources website.

§ 14.8 Filing

§ 14.8.1 Any eligible unit member in the bargaining unit may file for the vacancy by submitting an online employment application and other required materials utilizing the District's employment application submission process within the filing period.

§ 14.9 Notice Contents

§ 14.9.1 The job vacancy notice shall include: The job title, a brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week and months per year assigned to the position, the salary range and the deadline for filing to fill the vacancy.

§ 14.10 Advancement

§ 14.10.1 Unit members are encouraged by the District to seek advancement and will be given individual assistance by the Human Resources Department in identifying District-related occupational opportunities.

§ 14.11 Reinstatement after Resignation

§ 14.11.1 A unit member who voluntarily resigns from their regular position and who is in good standing prior to resigning, and is subsequently reemployed by the District, shall have their former rate of vacation accrual reinstated provided they meet the following criteria:

1. The reemployment is within 18 months after the unit member's last day of paid service.
2. The new position is in their former classification, or in a related lower class, or a lower class in which the unit member formerly had regular status.
3. "Good Standing" means that the unit member voluntarily separated from the District by means other than through termination, or resignation in lieu of termination.

Article 14 FILLING VACANT POSITIONS (Continued)

§ 14.11 Reinstatement after Resignation (Continued)

§ 14.11.2 If a unit member meets the criteria in 14.11.1, the District shall disregard (i.e. not include) the break in service and reinstate the unit member's former rate of vacation accrual. The District shall also count the years of prior service towards eligibility for the stipend either as a Regular Retiree or as a participant in the Early Retirement Option (ERO), however the years of prior service will not count toward seniority.

§ 14.11.3 The provisions of Sections 14.11.1 and 14.11.2 will apply to unit members currently employed with the District who have had a break in service of not more than 18 months, and there will be no other retroactivity. The effective date for the change in rate of vacation accrual for returning unit members is January 1, 2008.

§ 14.12 Positions Designated as Bilingual

§ 14.12.1 The District will not designate bargaining unit positions as bilingual (either required or preferred) without written notice and an opportunity to meet and discuss with SEIU.

§ 14.13 Classified Interview Committees

§ 14.13.1 A classified screening and interviewing committee will be formed for all District-wide internal and external recruitments.

§ 14.13.2 The same committee that is formed for an internal recruitment may be used for the external recruitment if the position is not filled internally.

§ 14.13.3 A classified screening and interviewing committee shall be comprised of no fewer than three (3) members. The membership shall include the area supervisor and/or department chair or designated administrator to serve as Committee Chair and at least two (2) unit members, one appointed by SEIU and the second appointed by Classified Senate, at least one of whom should be from the department in which the vacancy exists or from a related department, discipline or position. The Committee Chair may invite the participation of additional management or faculty who are subject experts in the area. All screening and interviewing committee members will be voting members.

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APPENDIX R

**SIDE LETTER TO ARTICLE 14, FILLING VACANT POSITIONS
SEIU Local 1021 and Sonoma County Junior College District
August 27, 2020**

**TEMPORARY REASSIGNMENT PROCESS TO ADDRESS WORKLOAD ISSUES
DURING REMOTE WORK ENVIRONMENT**

On June 27, 2019, the District and SEIU signed a Side Letter to Article 14, Filling Vacant Positions (side letter) and agreed to continue bargaining for the inclusion of Floater Positions into Article 14. The side letter was developed in response to the implementation of the Supplemental Early Retirement Program (SERP) which resulted in a significant number of retirements in the District. Staffing guidelines were developed to address the classified vacancies. The side letter was negotiated to address the most immediate staffing needs with subsequent side letters to be discussed for longer-range staffing needs. SEIU Local 1021 and the Sonoma County Junior College District agreed that the side letter would run concurrently with the "Guiding Principles for Staffing" adopted by the Board of Trustees on May 14, 2019. The temporary guidelines provided in the side letter are necessary to address the anticipated needs for filling key positions and the short and long-range effects of unit members who are transferred, as the District is reorganized.

When the District faced the challenge of addressing work environment restrictions with COVID-19 in Spring 2020, most unit members transitioned to working remotely, if they had duties that could be performed remotely. This has resulted in some unit members experiencing heavier workloads than normal due to the demands of providing service in a remote environment, while other unit members are not able to work their full time base. To address this imbalance and meet the needs of the District, this proposal will initiate the 'Floater Pool' concept created in the side letter.

In July 2020, the District conducted a Classified Workload Survey by requesting that Management Team members provide information regarding areas that were in need of assistance and identify unit members in their areas who were not working their full time base. To address these and any other additional needs and potential temporary transfer opportunities that are identified, the District and SEIU agree to utilize the process outlined below:

1. Define the temporary assignment
 - a. Duration of the assignment (start date and end date)
 - Short-term: 6 months or less (temporary impact); no impact to classification or seniority
 - Long-term: Greater than 6 months (ongoing need);
 - The District and SEIU will consider impacts to classification and seniority, and whether the situation should be addressed permanently.
 - b. Expected time needed (weekly hours and preferred work schedule)
 - c. Type of Assignment:
 - Covering a leave
 - Completing a project
 - Demand surge
 - Safety monitors
 - Remote or On-site


- d. Funding Source: assumption that the cost of salary and benefits will continue to be paid by the primary department. Consider any funding issues, especially for categorical programs/grants that are volunteering unit members to temporarily be transferred to another department.
2. The District will periodically survey the Management Team to identify areas of need and define the needs of the temporary assignments as specified above, including requesting a detailed description of duties to be performed and identifying the classification (job title) whenever possible.
 - a. Explore departmental options first: departments should review and exhaust internal options for retasking staff within the department before considering temporary transfers of unit members into or out of their department. In situations where there is no change in classification and the unit member is working 80% or more of their duties within classification, the employee is working within their regular time base, supervisors are in agreement and the employee is willing to help out on a partial basis in other areas, this could be handled informally within the department rather than considering this to be a formal temporary transfer.
3. SEIU will periodically notify unit members of current District-wide needs based on the feedback received from the Management Team Survey. SEIU will contact any unit members who respond to this notification as well as unit members identified in the Management Team survey to determine their areas of expertise and if any immediate matches can be made for temporary transfers.
4. SEIU will inform the District of the results of their contact with unit members. The District and SEIU will meet and confer to discuss placement of employees into temporary assignments. The following will be considered:
 - a. Prioritizing needs that can save District funds.
 - b. Determining whether a probationary period for the temporary assignment is necessary (service in temporary assignment is not subject to evaluation as long as the assignment remains temporary).
 - c. Identifying if there would need to be a change in classification for the temporary transfer.
 - Avoid temporary assignments that would require working out of class or increases in time base and changes in classification, whenever possible.
 - Work duties out of the unit member's classification which amount to 20% or less of total duties are not considered to be working out of class.
 - Unit members will be compensated at their normal pay grade when performing any duties that are typically at a lower grade (Z-rated).
 - If there will be a change in classification, SEIU and the District will consider impacts on seniority.

- d. Communicating safety protocols and re-educating existing staff on protocols within the office; considering high-risk individuals or other issues that would prevent staff from working on site
 - e. Considering best fit, personalities, availability and need for supervisors in both departments and unit members to communicate regularly about workloads that may affect temporary assignments
 - f. Assigning very specific projects/tasks to avoid confusion over responsibilities; considering training issues and time to learn new duties.
 - g. Addressing filling of STNC assignments with temporary assignments for unit members.
5. SEIU and the supervisors will meet with Human Resources to discuss the terms of the temporary assignment. The unit member may choose to participate in this meeting.
6. Board approval is required for any additional compensation or changes in classification or time base. A Personnel Action Form will be processed in all situations for recordkeeping purposes.

AGREED TO ON 08/31/2020

BY:

FOR THE DISTRICT'S TEAM:


Sarah Hopkins (Aug 31, 2020 16:55 PDT)

Sarah Hopkins or
Other Designee

FOR THE SEIU, LOCAL 1021 TEAM:


Jordan Mead (Sep 8, 2020 10:34 PDT)

Jordan Mead


Aaron Burton (Sep 8, 2020 10:38 PDT)

Aaron Burton

APPENDIX Q

SIDE LETTER TO ARTICLE 14, FILLING VACANT POSITIONS

SEIU Local 1021 and Sonoma County Junior College District

June 27, 2019

In response to the implementation of the Supplemental Early Retirement Program (SERP) which resulted in a significant number of retirements in the District, staffing guidelines will be followed as outlined in this Side Letter to address the classified vacancies. This Side Letter is proposed to address the most immediate staffing needs with subsequent Side Letters to be discussed for longer-range staffing needs. SEIU Local 1021 and the Sonoma County Junior College District agree that this Side Letter shall run concurrently with the "Guiding Principles for Staffing" adopted by the Board of Trustees on May 14, 2019.

These temporary guidelines are necessary to address the anticipated needs for filling key positions and the short and long range effects of unit members who are transferred, as the District is reorganized. The District and the Union will work together to ensure workloads are reasonable.

Goal of Increasing Time Bases for Part-Time Positions

In the process of reorganization and transfers, the District's goal will be to increase classified unit member positions from fewer than 20 hours to 20 hours or more to ensure eligibility for health benefits. Another goal will be to increase unit member positions that are less than full time (60%, 80%, etc.) to full-time positions, including unit members who work less than 12 months per year. These goals will be implemented with consideration given to budgetary constraints.

Filling Vacant Classified Positions

Transfer opportunities are available to unit members as outlined in Article 14 of the District/SEIU Contract. A "transfer" is currently defined as a move from one work location or department or supervisor to another work location or department or supervisor in the District within the same job classification, or a job classification at the same or lower salary grade.

This Side Letter is proposing that promotional opportunities for internal transfer within the District at a higher salary grade and classification be allowed during the District-wide reorganization.

Following are options for filling vacant positions under a District-wide reorganization:

INTRA-DEPARTMENTAL TRANSFERS

1. When there is a key vacancy within a department where there is only one unit member who meets the minimum qualifications and is serving in a single-incumbent position, the supervisor may fill the key vacancy by assigning the unit member to the higher level classification. The single-incumbent position that may be vacated by the transfer may be eliminated for budget reduction purposes.
2. When there are multiple unit members within a department who are interested in and qualified for a new vacancy in the department, the unit members may be offered the opportunity to submit a detailed letter of interest, resume and/or employment application to the supervisor in order to be considered for the vacant key position. The supervisor may request an interview and/or a skills test to assess the qualifications of the unit members. The supervisor may either offer the position to a unit member within the department or open the position to all qualified unit members.

DISTRICT-WIDE INTERNAL TRANSFERS

1. Positions may be opened District-wide to all qualified unit members by the internal transfer process.
2. If not filled by the internal transfer process, a District-initiated transfer may then be considered.

Filling vacant positions by external recruitments will be the final option in order to keep the number of new unit members to a minimum.

Human Resources will monitor the hiring processes for transfers to ensure compliance with applicable law.

Meet and Confer

There will be a meet and confer as needed for District-initiated transfers, exceptions to these options, or to discuss the impacts of the District-wide reorganization on remaining unit members due to unfilled positions.

Addressing Temporary Staffing Needs

The District may employ Student Employees and Short-term, Non-Continuing Employees (STNCs) on an interim or temporary basis to fill key positions, as provided by law. The District agrees to provide training to all managers and supervisors on the correct use of STNCs per the Education Code. SEIU will provide input on and receive a copy of these training materials.


The District agrees to continue bargaining for the inclusion of Floater Positions into Article 14 during the 18/19 contract bargaining cycle.

This Side Letter is in effect until June 30, 2021 which is the anticipated transition period of the District-wide reorganization. Extensions can be considered if necessary to complete the process.

AGREED TO ON: June 27, 2019

BY:

FOR THE DISTRICT TEAM:



Karen Furukawa-Schlereth or
Other Designee

FOR SEIU, LOCAL 1021 TEAM:



Debra Miller



Aaron Burton