

## 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, R and S).~~

In the process of filling vacant positions, including reorganizations and transfers, the District and SEIU'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.

Following are the steps for filling vacant positions:

1. District-Wide Internal Transfer or Promotion
2. District-Initiated Transfer (when applicable)
3. External Recruitment

Filling vacant positions by external recruitment will be the final option after steps 1 and 2 have been exhausted.

### **§ 14.1 Definitions**

**§ 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** A "promotion" is a change in the assignment of a unit member from one position in one (1) class to a vacant position in another class with a higher maximum salary rate and a higher grade.

Per Cal. Code Regs. Tit. 5 53021 promotional only recruitments may only be used in the following situations:

1. To fill an interim position. An interim appointment may last only until a full-time appointment is made, and may not exceed two years in duration.
2. There is a reorganization that does not result in a net increase of the number of employees.
3. A position which is currently occupied by an incumbent is upgraded, reclassified, or renamed without significantly altering the duties being performed by the individual.

## § 14.2 Eligibility

§ 14.2.1 Any permanent regular classified unit member may use the ~~Transfer~~transfer/promotion process to apply for a transfer or promotion, as defined in Section 14.1.1, so long as the unit member meets minimum qualifications or the equivalent for the new ~~reclassification/positionclassification~~ 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 or promotion.

## ~~§ 14.2 — Transfer Eligibility~~

~~§ 14.2.1 — Any permanent regular classified unit member may request consideration for transfer.~~

## § 14.3 Applying for Transfer or Promotion

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

§ 14.3.4 Unit members who are not selected for transfer or promotion 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~~transfer or promotion 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 external 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 or Promotion

§ 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 or promotion, 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.

§ 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

There will be a meet and confer for District-initiated transfers to discuss the impacts on the classified unit.

§ 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.

#### **§ 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 Human Resources 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 for cause, or resignation in lieu of termination for cause.

§ 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.

## **§ 14.14 Equivalency of Minimum Qualifications**

### **§ 14.14.1 Determination Criteria**

Human Resources (HR) shall determine the equivalency of minimum qualifications based on the following standard ratios:

- A. Work-to-Education Ratio: Two (2) years of full-time related work experience is equivalent to one (1) year of higher education.
- B. Associate's Degree: Four (4) years of full-time related work experience.
- C. Bachelor's Degree: An Associate's degree plus four (4) years of full-time related work experience.
- D. Master's Degree: A Bachelor's degree plus four (4) years of full-time related work experience.

### **§ 14.14.2 Minimum Experience Requirements**

Education may supplement experience, but at no time shall education be used to fulfill 100% of a designated experience requirement.

### **§ 14.14.3 Calculation of Experience**

For the purposes of this section, "full-time" is defined as 40 hours per week. Part-time experience shall be pro-rated based on the actual number of hours worked per week.

### **§14.14.4 Review of Determination**

If a member of a classified screening and interviewing committee disagrees with an HR equivalency determination, they may request a formal review. This review will be conducted by the Vice President of Human Resources in consultation with the SEIU Chapter President, who will provide a final directive to the committee.