

TA: \_\_\_\_\_ (date)

\_\_\_\_\_ (initials)

**ARTICLE 15: VACANCIES, TRANSFERS, VOLUNTARY DEMOTIONS, IN HOUSE OR PROMOTIONAL ONLY RECRUITMENTS**

15.1 **DEFINITION OF A VACANCY:** Whenever it is determined by the DISTRICT that a vacancy within the bargaining unit is to be filled, the following procedure will apply: For the purpose of this Article, a vacancy is defined as a newly created position or an existing position that is vacant and will be in active recruitment.

15.1.1 **Posting of Vacancies.** Notice of all job vacancies within the bargaining unit shall be sent to all unit members via DISTRICT e-mail in a timely manner. ~~emailed to all unit members and posted on the DISTRICT employment bulletin boards at currently designated posting locations.~~ The job vacancy notice shall remain posted for a period of ten (10) full working days, during which time unit members may file for the vacancy.

15.1.2 **Notice Contents.** The job vacancy notice shall include: the job title, a copy of the job description, a brief description of the position and duties, the minimum qualifications required for the position, the assigned department and location job site, the name of immediate supervisor, the work schedule, number of hours per workweek, and months per year workdays assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

15.1.3 A vacant bargaining unit position shall be filled in the following order: All requests shall be reviewed in order of; by recall of laid off bargaining unit members into the same classification in accordance with Article 9: Layoff and Reemployment, section 9.5.2 of this agreement; by preferential rehire rights of employees into a different bargaining unit classification, provided the unit member is on a 39 or 63 month reemployment list, applies for the vacancy, and is qualified for the position; by voluntary demotion, or lateral transfer,; and or In-House or Promotional Only.

**Filing.** Permanent unit members shall file for the vacancy by submitting written notice to the Office of Human Resources within the filing period. Any unit member on leave or vacation may authorize their job representative to file on the unit member's behalf.

15.1.4 **Filing and Notification.** Permanent unit members—(for purposes of this Article, “permanent unit member” shall mean completion of their probationary period in their current classification) who files a request for voluntary demotions, transfer, or “In House or Promotional Only”, shall submitting a written notice request via DISTRICT e-mail to the Office of Human Resources within the filing period. If applicable, unit members shall be notified via District e-mail in writing by the Office of Human Resources, of the next steps the receipt of the request.

~~15.1.5 All requests shall be reviewed in order of; voluntary demotion, transfer, and In House or Promotional Only, (moved to 15.1.3 and reworded)~~

15.2 **VOLUNTARY DEMOTIONS.** A permanent unit member accepting a voluntary demotion shall retain their old anniversary date seniority rights. Unit members requesting a voluntary demotion to a lower classification pursuant to Article 9: Layoff and Reemployment shall be given preference over other applicants with equal or lesser qualifications. The decision should not be arbitrary or capricious. (removed spacing) If the position from which a unit member took a voluntary demotion pursuant to Article 9: Layoff and Reemployment shall is again vacant, that unit member will be given preference over other applicants with equal or lesser qualifications in filling the former position. This Section shall be superseded by the provisions in Article 9: Layoff and Reemployment when applicable (See Article 7.13).

**15.3 LATERAL TRANSFERS (VOLUNTARY).** A lateral transfer is a movement within the unit members' current job classification to a different department and/or location at the DISTRICT. No unit member shall be allowed to laterally transfer to another department and/or location until completion of their probationary period in the classification. For purposes of this Section the term transfer shall mean a member initiated lateral movement the job classification from one (1) work position or station to another work position or station in the DISTRICT.

15.3.1 When a new position is created or an existing position becomes vacant, the DISTRICT shall offer the opportunity to permanent unit members interested in lateral transferring to in permanent unit members serving in the same within their current permanent job classification in the DISTRICT, prior to an external recruitment posting.

15.3.2 Filing rRequests from permanent unit members seeking lateral transfers shall be considered by the immediate supervisor. (removed spacing) In addition, cConsiderations for lateral transfers shall include hire date, seniority within the present classification of the unit member, information gathered during the meeting, and most recent evaluation. All unit members will be provided an opportunity to meet with the immediate supervisor and the ASSOCIATION president or designee. Designees shall be appointed by the ASSOCIATION from the approved diversity monitor list provided by the Office of Human Resources. The Office of Human Resources will review all questions prior to the meeting. The decision to accept or deny a transfer shall not be arbitrary or capricious and shall only be made using the defined criteria above. In the event of a denial, the immediate supervisor will provide a written detailed justification to the unit member via District e-mail and within seven (7) working days of the meeting. The decision to accept or deny a transfer shall not be arbitrary or capricious and shall only be made using the defined criteria above (moved from above). The substance of the justification shall not be subject to the grievance procedure; however, tThe lateral transfer procedure as provided hereinabove shall be grievable.

15.3.3 In the event no request for transfer is submitted, the vacancy will continue through the promotional process as outlined in Article 15.4.

15.3.4 A mutual transfer may be accomplished between two (2) unit members of the same classifications in which both are qualified. A mutual transfer must be made upon agreements of both supervisors and with the concurrence of the President(s) and/or Chancellor.

15.3.5 An approved transfer resulting from the request of a unit member shall be considered permanent. Therefore, no additional probationary period shall be required.

**15.4 "IN-HOUSE OR PROMOTIONAL ONLY" RECRUITMENTS.** "In-House or Promotional Only" recruitment shall only be used ~~W~~when position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which; ~~provided however, that no interim appointment exceed~~ shall not exceed nine-hundred and sixty (960) hours in a fiscal year and/or a series of interim appointments exceed two (2) years in duration. ~~two (2) years.~~

Any pPermanent unit members may request an interim "In House or Promotional Only" opportunity and must demonstrate that they are qualified. Such requests will not be considered until voluntary demotion and transfer requests have been reviewed. A selection process, as outlined in Education Code Section 87100 and California Code of Regulations Section 53021, will be used to address any "In House or Promotional Only" requests.

a. ~~When there is a reorganization that does not result in a net increase in the number of unit members.~~

b. ~~When there is a transfer. For the purposes of this Section, a transfer is defined as one or more lateral transfers when there is no net increase in the number of unit members.~~

- ~~15.4.1 Any permanent unit member may request an interim "In-House or Promotional Only" opportunity. Such requests will not be considered until voluntary demotion and transfer requests have been reviewed. A selection process, as outlined in Education Code Section 87100 and California Code of Regulations Section 53021, will be used to address any "In-House or Promotional Only" requests.~~
- 15.4.1 The Office of Human Resources shall review all requests for "In-House or Promotional Only" ~~to verify unit members. Members must meet the minimum qualifications for the position.~~ The Office of Human Resources will provide managers and the ASSOCIATION with a list of qualified unit members who have requested this opportunity. All qualified unit members will be offered an opportunity to meet with the manager. If no unit member(s) request the opportunity, managers may select a substitute once the recruitment has started.
- 15.4.2 Unit members that are not determined to be qualified will be provided ~~written~~ detailed justification ~~via District e-mail and~~ within seven (7) ~~working~~ days of the decision from the Office of Human Resources. All qualified unit members not selected will be provided ~~written~~ detailed justification ~~via District e-mail and~~ within seven (7) ~~working~~ days of the decision from the manager. The substance of the justification shall not be subject to the grievance procedure; ~~however, t~~The "In-House or Promotional Only" procedure as provided hereinabove shall be grievable.
- 15.4.3 The ASSOCIATION ~~and~~ unit member shall receive documentation of the temporary work assignment ~~via DISTRICT's e-mail and it shall be placed in the unit member's personnel file.~~
- ~~15.4.5 Documentation of the temporary work assignment shall be placed in the unit member's personnel file.~~
- ~~15.4.6 The vacancy that is incurred because of an in-house or promotional recruitment shall either be filled using another in-house temporary assignment or a substitute employee until the incumbent returns to their assignment or is permanently filled.~~
- 15.4.4 The rate of pay for "In-House or Promotional Only" ~~in-house promotional~~ assignments shall be the rate of pay of the interim assignment that results in a five (5) percent increase for the unit member; ~~however, unit members selected for an "In-House or Promotional Only" assignment that's within their existing salary range shall not receive a five (5) percent increase and will remain at their existing salary range and step.~~ If the five (5) percent increase exceeds the highest step of the interim assignment, the unit member shall be paid at the highest step. ~~assignments shall be limited to two (2) years unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.~~
- 15.5 **MEDICAL TRANSFERS.** The DISTRICT may assign a unit member to another position in cases where the unit member is medically unable to assume their regular duties.
- 15.6 **DISTRICT INITIATED TRANSFERS.** An employer-initiated transfer is defined as a transfer without the unit member's request or approval. Employer-initiated transfers are made to meet the operational needs of the DISTRICT. Except where a bonafide business necessity exists, a minimum of twenty-one (21) days' written notice shall be provided to an employee involuntarily transferred. No unit member shall be involuntarily transferred for arbitrary reasons unrelated to the operational needs of the District. Any changes to a permanent schedule shall be mutually agreed upon by the DISTRICT and ASSOCIATION (as referenced in Article 6.4).
- 15.7 **SUBSTITUTE EMPLOYEES.** The DISTRICT may employ a substitute employee pursuant to Education Code 88003 to replace any classified unit members who are temporarily absent from duty. **(removed spacing)** If the DISTRICT is engaged in recruiting a permanent employee to fill a vacancy in any classified position, the Board of Trustees may fill the vacancy through such employment for not more than sixty (60) calendar days unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.