

TENTATIVE AGREEMENT
By and Between
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
And
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT CHAPTER #291

March 14, 2017

This agreement is entered by and between California School Employees Association and its San Bernardino CCD Chapter 291 (hereinafter referred to as "Association") and San Bernardino Community College District (hereinafter referred to as "District"), collectively, ("the parties").

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

- 15.1 **POSTING OF VACANCIES.** Notice of all job vacancies within the bargaining unit shall be posted on the District employment bulletin boards at currently designated posting locations. Closed transfer and "In-House or Promotional Only" recruitment notices shall be sent out to all unit members by email prior to posting the position for external recruitment.
- 15.1.1 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 brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per week, and months per year assigned to the position, the salary range, testing requirements and the deadline for filing to fill the vacancy.
- 15.1.3 **FILING.** Any unit member may file for the vacancy by submitting an updated online application to the Human Resources Office within the filing period.
- 15.1.4 **NOTIFICATION.** Unit members who apply for transfer, voluntary demotions, or "In-House or Promotional Only" recruitments shall be notified in writing whether they were or were not selected.
- 15.2 **VOLUNTARY TRANSFERS.** For purposes of this section the term transfer shall mean a lateral movement within the job classification from one (1) work position or station to another work position or station in the DISTRICT.
- 15.2.1 Permanent unit members are eligible to apply for a voluntary transfer if he/she is presently within the same classification, has previously served in that classification in the DISTRICT, or is applying for a voluntary demotion.
- 15.2.2 Requests from regular unit members seeking transfers shall be considered by the selecting administrator. Considerations shall include hire date, seniority within the present classification of the employee, skills, abilities, job performance, suitability and requirements of the vacant position, based on an updated online application filed by the unit member. In the event of denial, written justification must be provided to the unit member within 10 working days of a decision by the selecting administrator. The decision shall not be arbitrary or capricious.
- 15.2.3 Where the application(s) for voluntary transfer, voluntary demotion, or "In-House or Promotional Only" recruitment is not granted, the vacancy will be announced publicly.
- 15.2.4 A mutual transfer may be accomplished between two (2) unit members of 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.

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

15.3 **VOLUNTARY DEMOTIONS.** A permanent unit member transferring within the classification or taking a voluntary demotion shall retain his/her old anniversary date seniority rights. Unit members requesting a voluntary demotion to a lower classification shall be given preference over other applicants with equal or lesser qualifications.

If the position from which a unit member took a demotional transfer 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 7.11)

15.4 **"IN-HOUSE OR PROMOTIONAL ONLY" RECRUITMENTS.** "In-House or Promotional Only" recruitment shall only be used:

- (1) When the position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which shall not exceed one (1) year;
- (2) When there is a reorganization that does not result in a net increase in the number of employees;
- (3) When there is a closed transfer. For the purposes of this section, a closed transfer is defined as one or more lateral transfers when there is no net increase in the number of employees;

15.4.1 Any unit member may apply concurrently on an "In House or Promotional Only" basis for any position announced under the voluntary transfer policy. Such application will not be considered until voluntary transfer and voluntary demotion applicants have been reviewed. A selection process, as outlined in Section 53021 of the California Code of Regulations and Education Code 87100, will be used to address any "In House or Promotional Only" requests.

15.4.2 The procedure of selecting a qualified candidate shall be negotiated between the Parties. Selection shall be in compliance with EEO regulations and consistent with Article 15.1 Posting Vacancies.

15.4.3 The Association and unit member shall receive documentation of the temporary work assignment.

15.4.4 Documentation of the temporary work assignment shall be placed in the unit member's personnel file.

15.4.5 The vacancy that's incurred because of an in-house or promotional recruitment shall either be filled using another in-house temporary assigning of the position and if the assignment is not filled with a bargaining unit member a substitute employee shall fill the vacancy until the incumbent returns to their assignment or is permanently filled.

15.4.6 The rate of pay for in-house promotional assignments shall be the initial rate of pay of the assignment the unit member is assigned to. If the increase exceeds the highest step of a higher classification, the unit member shall be paid at the higher step. In-house or promotional assignments shall be limited to six (6) months unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

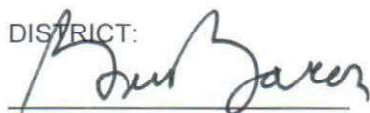
15.5 **MEDICAL TRANSFERS.** The DISTRICT may assign a unit member to another position in cases where the unit member is medically unable to assume his/her regular duties.

15.6 **SUBSTITUTE EMPLOYEES.** The DISTRICT may employ a substitute employee pursuant to Education Code 88003 to replace any classified employee who is temporarily absent from duty.

If the DISTRICT is engaged in recruiting a permanent employee to fill a vacancy in any classified position, the Governing Board may fill the vacancy through such employment for not more than sixty (60) calendar days.

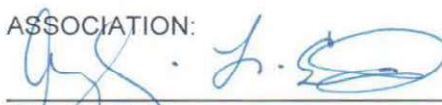
This agreement is subject to all approvals required by the Association and District.

DISTRICT:



Bruce Baron
SBCCD Chancellor

ASSOCIATION:



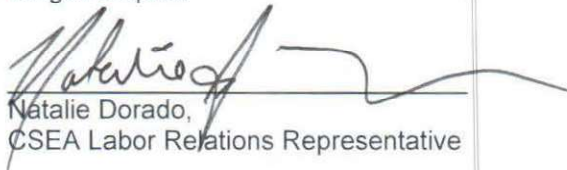
Grayling Eaton
Chapter President, Chief Negotiator



Fermin Ramirez



Ginger Sutphin



Natalie Dorado,
CSEA Labor Relations Representative