

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

May 6, 2019

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 **DEFINITION OF A VACANCY:** 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 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.

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, and the deadline for filing to fill the vacancy.

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

15.1.4 **NOTIFICATION.** Permanent unit members who ~~apply~~ file for voluntary demotions, transfer, or "In House or Promotional Only", shall be notified in writing by Human Resources, ~~whether they were or were not selected~~ of 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.

15.2 **VOLUNTARY DEMOTIONS.** A permanent unit member accepting 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 voluntary demotion 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)

~~The selection of a voluntary demotion shall be made by the immediate supervisor of requested area. If only one request is submitted the member shall be given the position if minimum qualifications are met. If more than one request is submitted, a one-on-one interview between the employee and supervisor shall be given and one member shall be selected for the position. The decision should not be arbitrary or capricious.~~

~~In the event only one member files for the voluntary demotion, the immediate supervisor will review~~

~~prior evaluations, current work performance and recency of experience. In the event more than one unit member files for a voluntary demotion, the immediate supervisor will review prior evaluations, current work performance and recency of experience and both members will be provided an opportunity to meet with the immediate supervisor. The decision to accept or deny a voluntary demotion shall not be arbitrary or capricious and shall only be made using the defined criteria above.~~

**15.3 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.

15.3.1 When a new position is created or an existing position becomes vacant, the District shall first offer the opportunity to transfer to permanent unit members serving in the same job classification in the District, prior to an external recruitment posting.

15.3.2 Requests from permanent unit members seeking transfers shall be considered by the ~~selecting administrator~~ immediate supervisor. ~~If only one request is submitted, the member shall be given the position if minimum qualifications are met. If more than one request is submitted, a one on one interview between the employee and supervisor shall be given and one member shall be selected for the position.~~

~~In the event only one member files for the voluntary transfer, Considerations for voluntary transfers shall include hire date, seniority within the present classification of the employee, information gathered during the meeting, abilities to perform duties on job announcement, and prior job performance most recent copy of evaluation. ~~department need and any special requirements of the position~~ In the event more than one unit member files for a voluntary transfer, All members will be provided an opportunity to meet with the immediate supervisor ~~and a trained diversity monitor~~ member of the Human Resources team, and the CSEA president or designee. Designees shall be appointed by the Association from the approved diversity monitor list provided by Human Resources. ~~and one(1) Human Resources manager.~~ Human Resources will review all questions prior to the meeting. The decision to accept or deny a voluntary transfer shall not be arbitrary or capricious and shall only be made using the defined criteria above. In the event of denial, the immediate supervisor will provide a written detailed justification ~~must be provided to the unit member within seven (7) working days of the meeting. the committee's decision. by the immediate supervisor~~ of the decision by the immediate supervisor from Human Resources. A bargaining unit member who has been denied a voluntary transfer may within seven (7) working days of such denial request a meeting to appeal such denial with the appropriate supervisor. Such meeting shall be scheduled by the appropriate manager within seven (7) working days. A unit member shall have the right to have a CSEA representative of their choice present. The substance of the justification shall not be subject to the grievance procedure. The transfer procedure as provided hereinabove shall be grievable.~~

~~Considerations shall include hire date, seniority within the present classification of the employee, , abilities, prior filed job performance, department need and any special requirements of the vacant position and based on the request filed by the unit member. In the event of denial, written justification must be provided to the unit member within seven (7) working days of decision by the selecting administrator immediate supervisor. The decision shall not be arbitrary or capricious.~~

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

~~Where the application(s) for voluntary transfer is not granted, the vacancy will be announced publicly. the hiring manager will determine if the position will be flown externally or if the department will proceed with "In House or Promotional Only" process~~

~~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:
- a. ~~When a determination is made that a position is being filled on an interim basis for the minimum time necessary to allow for full and open recruitment which shall not exceed six (6) months, two (2) years. When the determination is made that a positing is being filled on an interim bases for the minimum time necessary to allow for full and open recruitment which shall not exceed two (2) years.~~
  - b. When there is a reorganization that does not result in a net increase in the number of unit members.
  - c. 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 permanent unit member may ~~apply~~ request an identified interim "In House or Promotional Only" ~~position~~ opportunity. Such ~~application~~ requests will not be considered until voluntary demotion and voluntary transfer ~~applicants~~ requests 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 Equal Opportunity (EEO) regulations and consistent with Article 15.1 Posting Vacancies. adhere to the requirements in Article 15.3.2. Human Resources shall review all requests for "In-House or Promotional Only". Members must meet the minimum qualifications for the position. Human Resources will provide managers and the Association a list of qualified members who have requested this opportunity. All qualified members will be offered an opportunity to meet with the manager and one (1) member will be selected to serve in the In-House Promotional opportunity. If no member(s) request the opportunity, managers may select a substitute once the recruitment has started.~~
- 15.4.3 Members that are not determined to be qualified will be provided written detailed justification within seven (7) working days of the decision from Human Resources. All qualified members not selected will be provided written detailed justification within seven (7) working days of the decision from the manager. *The substance of the justification shall not be subject to the grievance procedure. The "In-House or Promotional Only" procedure as provided hereinabove shall be grievable.*
- 15.4.24 The Association and unit member shall receive documentation of the temporary work assignment.
- 15.4.35 Documentation of the temporary work assignment shall be placed in the unit member's personnel file.

15.4.46 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.

15.4.67 The rate of pay for in-house promotional assignments shall be the rate of pay of the interim assignment that results in a five (5) percent increase for the member. If the five (5) percent increase exceeds the highest step of the interim assignment, the unit member shall be paid at the highest step. In-house or promotional assignments shall be limited to ~~six (6) months~~ 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 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 ~~unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.~~

Unless the period is extended by mutual agreement by the DISTRICT and the ASSOCIATION.

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

DISTRICT:

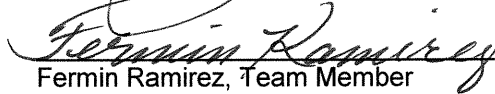


Kristina Hannon, SBCCD  
Executive Director, Human Resources

ASSOCIATION:



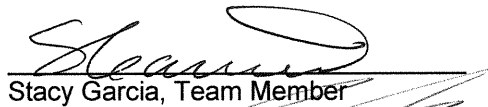
Kevin Palkki,  
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Fermin Ramirez, Team Member



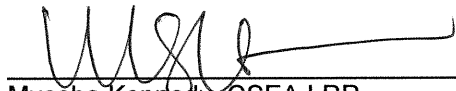
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