

28 may be appointed to that position on an "acting" basis pending the completion of
29 the examination process.

30 8.3 ~~Transfer~~ **Shift Changes and Vacancies**

31 ~~Employees under certain conditions may transfer to a position with the same~~
32 ~~classification in another department. If an employee wishes to transfer, the~~
33 ~~matter should be discussed with the Vice President of Human Resources.~~
34 ~~Supervisors frequently transfer employees to the other comparable work assign~~
35 ~~ments within the department to broaden the employee's knowledge and skills and~~
36 ~~increase flexibility of staff.~~

37 **8.3.1 Filling of Vacancies**

38 **8.3.1.1 When the District determines to fill a vacancy with a bargaining-unit classification,**
39 **the following procedures shall apply.**

40 **8.3.1.2 Definition of Vacancy**

41 **For purposes of this Article, a vacancy exists when a new position is created; or an**
42 **existing position is vacated by the incumbent bargaining-unit member who transfers to a**
43 **new position or terminates employment with the District, and the District authorizes**
44 **recruitment pursuant to this Article.**

45 **8.3.1.2 Notice of Vacancies**

46 **Notice of all bargaining-unit vacancies shall be sent to all unit members via District email**
47 **and posted on the Facilities Information Bulletin Board for a minimum of fourteen (14)**
48 **calendar days. Email distribution shall constitute sufficient notice under this Article.**

49 **8.3.1.3.2 Vacancy Notice Contents**

50 **The job vacancy notice shall include: job title; a copy of the job description; the shift, work**
51 **schedule, assigned workdays; the salary range; and the deadline for filing an application.**

52

53 **8.3.1.4 Order of Filling Vacancies**

54 **A vacant bargaining-unit position shall be filled in the following order, and each step shall be**

55 exhausted before proceeding to the next:

56 1. By recall of laid-off unit members into the same classification, in accordance with Article
57 27: Effects of Layoffs and Reemployment, Section 27.6 of this agreement, provided the
58 employee accepts the position within the time limits specified in Article 27.

59 2. By voluntary or involuntary demotion, lateral transfer, or regular transfer; by in-house or
60 promotional-only recruitment; and finally by external recruitment, if necessary.

61 8.3.1.5 Lateral and Regular Shift Change

62 A lateral and regular shift change of a permanent unit member (for purposes of this Article, a
63 permanent unit member is one who has completed probation in their current classification)
64 shall be conducted in the this order:

65 A lateral shift change (same shift hours with different calendar days) shall be sought before
66 conducting a regular shift change (change in both shift and hours) to fill any vacant position.

67 8.3.1.6 Seniority and Voluntary Change of Shift

68 A Site Seniority List for all classifications shall be maintained. The District shall seek internal
69 candidates for any vacancy before filling from any external candidates.

70 The first permanent unit member with the highest seniority who meets the minimum
71 qualifications and voluntarily applies shall receive the first offer. If the permanent unit member
72 with the highest seniority declines the reassignment in writing, the next senior unit member
73 will be offered the position and so on.

74 No unit member shall be directly or indirectly pressured by the District to apply for or accept a
75 voluntary shift change.

76 8.3.3 Involuntary Shift Change

77 An employer-initiated shift change is defined as a transfer without the unit-member's request
78 or approval when the above methods listed in this Article have been attempted in good faith
79 and fail to produce a qualified volunteer.

80 Employer-initiated shift changes are made to meet the operational needs of the District.
81 Involuntary shift changes shall be made solely to meet the operational needs of the District.
82 Except where a documented business necessity exists, a minimum of twenty-one (21)
83 business days' written notice shall be provided to an employee of within the affected

84 **classification.**

85 **No unit member shall have their shift changed involuntarily for arbitrary or non-operational**
86 **reasons.**

87 8.4 Pay Days

88 Pay days are on the 10th and the 25th of each month. The check issued on the 25th is
89 considered an earned salary advance (ESA) toward that month's net earnings. The check issued
90 on the 10th represents the net balance due for the preceding month accompanied by a statement
91 listing voluntary and involuntary deductions. If the 10th or the 25th falls on a Saturday, Sunday, or
92 a holiday, employees are paid on the preceding work day. (Voluntary deductions are not made for
93 the months of July and August.)

94 8.5 Entering Salaries

95 Entering salaries depend upon the experience level of the persons being hired, based on the
96 following table:

97	Less than three years applicable experience	Step A
98	Three to five years applicable experience	Step B
99	More than five years applicable experience	Step C

100 8.6 Anniversary Date: Step Adjustment

101 On the first of the month following the initial six months of employment, subject to satisfactory
102 performance evaluation, the employee will receive a salary adjustment of one step above the
103 hiring rate. The first month of employment will be included in the probationary period if the
104 employee was in paid status at least 15 working days. The date of this adjustment is known as
105 the "anniversary date." Step increases occur on this same date each year, subject to favorable
106 performance evaluation, until the employee reaches the maximum step in the salary range.

107 Ordinarily, an employee advances from the first to the sixth step in 4 ½ years. If an employee
108 advances to a higher position in a higher classification, the salary will be adjusted to the first step
109 in that range or to a salary in the new range which is at least one step above the present salary,

110 whichever is more. If an employee is promoted before reaching the fifth step of the current range,
111 the anniversary date remains unchanged. If an employee has reached the sixth step of the
112 assigned range, a new anniversary date is established which would be twelve (12) months from
113 the date of the promotion.

114 8.7 *Personal/Professional Growth Benefit*

115 Bargaining unit members will be eligible for a Personal/Professional Growth Benefit when three
116 (3) or more semester units are completed at a school accredited by a regional accrediting
117 association. The benefit will consist of ~~\$175.00~~ **\$600.00** for completing three (3) or more
118 semester units of lower-division credit or ~~\$425.00~~ **\$1,200.00** for completing three (3) or more
119 semester units of upper-division or graduate credit with a grade of "C" or better.

120 Only one of the above benefits may be earned each year. Application for the
121 Personal/Professional Growth Benefit must be submitted within one (1) semester following the
122 same year that course work is completed. Transcript must accompany application. The form for
123 claiming this benefit is attached as Appendix "B".

124 **8.8 Payroll Errors / Corrections**

125 **Whenever it is determined by the District that an error has been made in the calculation or**
126 **reporting in any bargaining unit employee's salary, the District shall, within five (5)**
127 **working days following such determination, initiate correction of the error and provide the**
128 **employee with a supplemental pay warrant for any amount owed to the employee.**
129 **consistent with the provision set forth in Education Code 45167.**

130

131 **In the case where a bargaining unit employee is incorrectly overpaid, the bargaining unit**
132 **employee shall be notified by the District within five (5) working days when the**
133 **overpayment was found and when it occurred and afford the employee an opportunity to**
134 **respond and negotiate a payment plan before commencing recoupment actions. If a**
135 **school employee disputes the existence or amount of the employer's claimed**
136 **overpayment, the District shall inform the school employee of their rights specified in**

138

139