

Tentative Agreement
Between California School Employee Association and its Chapters 471
And Sweetwater Union High School District

June 3, 2021

District Proposal on June 3, 2021 (Publicly Noticed June 3, 2021 on District Website)

ARTICLE 17

TRANSFERS/PROMOTIONS

The parties intend to modify Article 17, and remove corresponding requirement for a typing certificate for several positions within the OTBS Unit as follows:

- 1. Parties agree that there is no longer a need for a typing certification, because all employees within the OTBS unit need to know how to use the computer for work preparation.*
- 2. As such, the parties have agreed to remove the typing requirement from all job descriptions within the OTBS unit. The following Job Descriptions include this requirement and as part of this side letter, the District shall present to the Board for removal:*

- | | | |
|---|---|--|
| <i>a. Administrative Assistant</i> | <i>i. Planning Specialist</i> | <i>q. Senior Attendance Technician</i> |
| <i>b. Administrative Secretary</i> | <i>j. Registrar</i> | <i>r. Senior Benefits Technician</i> |
| <i>c. Attendance Technician</i> | <i>l. ROP Records Assistant</i> | <i>s. Senior Curriculum Materials Technician</i> |
| <i>d. Curriculum Materials Technician</i> | <i>m. Senior Executive Assistant</i> | <i>t. Senior Executive Assistant</i> |
| <i>e. Educational Research Specialist</i> | <i>n. Senior Office Assistant</i> | <i>u. Special Abilities Cluster Administrative Secretary</i> |
| <i>f. Executive Assistant</i> | <i>o. School Administrative Assistant</i> | <i>v. Testing Technician</i> |
| <i>g. Office Assistant I</i> | <i>p. Senior Administrative Assistant</i> | |
| <i>h. Office Assistant II</i> | | |

- 3. Existing employees who otherwise have passed the requirement for OTBS positions except the typing certification will now qualify for open positions to which they apply.*
- 4. Parties have agreed to remove language in OTBS Agreement, Section 17.3 as set forth below:*

TRANSFERS/PROMOTIONS

17.1 Definitions:

Transfers as defined in this section will not result in a reduction of hours or salary.

- A. Lateral Transfer: A change of site/department location within the same classification.
- B. Administrative Transfer: A change of site location initiated by the District.
 - 1. Voluntary Transfer: A lateral transfer request initiated by the bargaining unit member.
 - 2. Involuntary Transfer: A change in site location caused by declining enrollment or loss of funding at the current site.
- C. Promotion: A change in the assignment of a bargaining unit member from a position in one (1) classification to a vacant position in another classification with a higher attainable maximum salary rate.

17.2 Posting of Vacancies:

- A. All vacancies shall be posted by the Division of Human Resources for not less than five (5) working days at all school and department sites prior to being filled, unless the vacancy is filled by an involuntary transfer. A copy of the posting(s) shall be provided to the president of each bargaining unit at the time of the posting. Employees may access current postings by accessing the SUHSD website.
- B. 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, days per week, and months per year or number of workdays assigned to the position, the salary range, and the deadline for filing for the vacancy.

17.3 Application for a Posted Position:

- A. Any employee in the bargaining unit may file for a vacancy by submitting written notice to the Division of Human Resources within the five (5) workday period. Any bargaining unit member on leave or vacation may authorize his/her CSEA representative to file on the member's behalf provided that such authorization is signed by the employee and is submitted with the application. Over the term of the contract, the District may transition to an electronic application submission system for internal candidates.
- ~~B. Any bargaining unit member who is applying for a lateral transfer shall not be required to provide any type of shorthand, typing certificate, and/or written exam.~~

~~C. Office Technical job descriptions shall not require a typing certificate higher than 50 words per minute.~~

~~D. Once a bargaining unit member has successfully passed and submitted a numerically qualifying typing certificate, it shall remain valid for the duration of their employment with the District.~~

E. All lateral transfers shall be subject to the interview process, as defined below.

F. Vacant positions shall be filled from lateral transfers that are current, permanent bargaining unit members within the classification, if the following criteria are met:

1. A minimum of two (2) lateral applicants agree to and attend the position interview. Employee(s) will not be included in the two (2) lateral applicant requirement for twenty-four (24) months after that lateral is selected and transferred.
 - a. If one of the laterals is offered the position and accepts it and then declines prior to starting the position, the District shall choose from the remaining candidates.
 - b. If less than eight (8) lateral candidates qualify, all lateral transfers will be interviewed. If eight (8) or more lateral candidates qualify, at least eight (8) will be interviewed.
2. The Applicants most recent evaluation has an overall rating of “meets standard”

The District shall provide to CSEA a list of names of all internal applicants for every vacant position within each classification no later than two (2) working days after the application closing deadline. The District shall also provide to CSEA the name of the applicant who has been selected for the position.

G. If there are no lateral transfers, current bargaining unit members who have met the minimum requirements for the position will be considered. Minimum requirements for some classifications may include a passing score on an objective exam. Once an employee in the bargaining unit has achieved a passing score on an objective exam, that employee shall not be required to take additional exams for the same classification.

H. The District may interview outside candidates only after all internal applicants have been interviewed.

I. All permanent bargaining unit members who are interviewed, but not selected will be advised in writing of their non-selection. If requested, candidates interviewed but not selected shall be granted a meeting within ten (10) duty days of receipt of the request to outline the reason(s) for non-selection and

recommendations for future interview success. The reasons shall not be arbitrary or capricious.

- J. If the classification exam is scheduled during a unit member's duty day, the member shall be released from the work site, for a reasonable period of time, without penalty to take the exam and/or to participate in an interview.
- K. A copy of the current list of unit members who have achieved a passing score on the position qualification tests will be provided to the chapter president.

17.4 Interview Process:

The parties recognize the value of including classified employees on interview panels. The District will encourage site and district hiring managers to include classified employees on interview panels that they convene for management and classified positions. Where no classified employee was included, Human Resources will be provided a reason.

17.5 Criteria for Transfer or Promotion:

New hire employees in a probationary status will not be permitted to apply for Promotion or Transfer.

The following criteria shall be used by the interview panel in consideration of transfer and promotion requests in the following order:

- A. The qualifications of the employee, including personal qualifications, training, experience and performance ratings.
- B. The contribution that the bargaining unit member can make in the new position.
- C. Length of District service.
- D. Permanent status (promotions only). Permanent employees in a probationary status may apply for a promotion while in probation.
- E. The specific needs of each school and/or department as defined by the supervisor or administrator.
- F. The needs and efficient operation of the District.

In the event an employee does not complete their probationary period after promotion or transfer, they will be returned to the original position where they completed the required probationary period. Employees will not receive position seniority credit for a position until they have completed the required probationary period.

17.6 The District will continue to work with CSEA during the development and modification of the exams.

17.7 Administrative Transfer:

- A. An administrative transfer may be made by the Superintendent or his/her designee in the best interest of the District and/or the employee. If requested, an employee shall receive a written statement of the reasons for the administrative transfer and shall be granted a conference with his/her principal, supervisor, or appropriate administrator regarding the reason for the transfer as soon as is practical.
- B. Except in the case of an emergency involving the safety of staff or students, any member of the bargaining unit who is involved in an administrative transfer shall be informed of this action a minimum of five (5) days prior to the transfer followed by a written notification as soon as is practicable.
- C. Assignments may be made to comply with the affirmative action policy and settlement projects and/or federal orders as mandated by the state of California or the federal government. The affirmative action policy of the Sweetwater Union High School District has been developed with the intent of complying in good faith with state and federal laws. Consequently, the Superintendent or his/her designee may assign and/or reassign members of the bargaining unit in order to be in compliance with the affirmative action policy of the District and/or to meet personnel assignment requirements to comply with federal/state regulations in order for the District to receive federal/state funding of any kind.

17.8 Involuntary Transfers:

If transfers of bargaining unit members are necessary because of declining enrollment or loss of funding at their site, they shall be made on the basis of least seniority in a classification at the site/department. The bargaining unit member must have competency in the subject matter and the special skills required of the assignment.

For the Association:

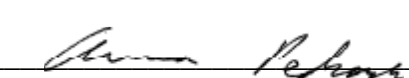


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For the District:



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