

ARTICLE IX

FILLING BARGAINING UNIT VACANCIES

9.1 Posting of Notice of Vacancy

Notice of all vacancies shall be posted on bulletin boards at each District job site. Open positions shall remain posted for not less than five (5) working days prior to the filing deadline. Notices of open positions shall be sent to one CSEA site representative per site.

9.2 Site Representatives

The Association shall notify the District of designated site representatives and annually update the list as necessary.

9.3 Employees on Leave

Employees on leave may provide the highest ranking member of Human Resources with a written request to be notified of vacancies within the bargaining unit. Notification shall be sent upon posting of vacancies.

9.4 Seniority

If there are two or more bargaining unit members applying (are finalist) for the same position and their qualifications are equal, the most senior person shall be awarded the position.

9.5 Employees Not Selected

If a bargaining unit member is not selected for an open position, upon request, a meeting shall be granted with a designated leader of Human Resources for the sole purpose of discussing their non-selection. This shall include receiving a written statement setting forth the reason(s) why the unit member was not selected.

9.6 Transfers

A transfer is defined as any action which changes an employee's work location which does not involve a change in classification.

9.7 Administrative Transfer

The District retains the right to transfer employees to meet program needs. Personnel to be transferred involuntarily shall be notified of the transfer not less than five days prior to the effective date of the transfer, barring an emergency situation. An emergency is defined as a condition present in the District for which the need for the transfer of employee(s) is so immediate that notice could not be provided without delaying the work to be performed, resulting in damage to the District. Permanent and probationary classified employees will not be administratively transferred more than once per twelve (12) months, unless it is required to meet program needs.

9.7.1 Such administrative transfer shall not change the employee's salary rate, anniversary date; accumulated illness leave and vacation credits or any manner reflects adversely upon the employee's rights as provided by law and the Agreement.

9.8 Temporary Transfer

9.8.1 When temporary transfers are made pursuant to this Section, the employee shall be notified of the reason for the temporary transfer and the length of such temporary transfer in writing.

9.8.2 Employees who are involved in involuntary transfer shall be notified in writing of the reasons for the effective date of the transfer by the Assistant Superintendent of Human Resources.

9.8.3 Upon request, employees shall be entitled to a conference regarding the involuntary transfer with the Assistant Superintendent of Human Resources, in order to review the

reasons for the involuntary transfer. If the employee objects to the involuntary transfer, a good faith effort to find an alternate solution to the problem will be made.

9.8.4 Volunteers for temporary transfers shall be sought before anyone is involuntarily transferred.

9.9 Voluntary Transfer

Permanent classified employees interested in transferring to a different work site within the District may at any time file a transfer request with the Human Resources Office by submitting an internal employee transfer request form. As vacancies in the employee's classification arise, the District shall give first consideration to such requests.

9.9.1 A voluntary transfer shall be defined as a transfer which is initiated by the employee.

9.9.2 Any member of the bargaining unit must submit a request for transfer to another position within their current classification or a related lower classification within the filing period of the posted vacancy.

9.9.3 When a new position is created in a class, or when an existing position becomes vacant, the District shall offer the opportunity to transfer to that new or vacant position to all unit members serving in the same class. If only one employee requests the transfer, the District shall transfer that employee if their last year's overall evaluation is satisfactory and if not; their written rebuttal shall be considered.

9.9.3.1 If two or more unit members request to transfer into the new or vacant position, and both candidates have satisfactory evaluations, then seniority within the classification shall be the deciding factor.

9.9.4 Permanent classified employees shall be granted no more than one voluntary transfer request per twelve (12) months.

9.9.5 Any employee whose transfer request is not granted may request that he/she be given the reasons, in writing, for the decision.

9.10 Promotions

Promotion is a change in the assignment of an employee from a position in one classification to a vacant position in another classification with a higher maximum salary rate.

Bargaining unit members must file a complete application to be considered for promotion opportunities. Internal candidates meeting minimum qualifications for the vacant position will be granted an interview when being considered for opportunities for promotions in higher range classifications.

9.10.1 Increase In Pay

Bargaining unit members promoted to a higher classification will be placed on a step that shall give them the greater of the following two options:

1. at least a five percent (5%) increase over their former step, or
2. placement based on new analysis of relevant prior work experience and qualifications.

9.10.2 Probationary Period

The probationary period for a promoted employee shall be six (6) calendar months. The promoted employee shall be evaluated within three (3) months and six (6) months from date of promotion. The District may release the employee or the employee may request release from probation and return them to their previous classification. An employee released from a promotional probationary assignment shall not be entitled to a hearing unless released for cause.

An employee who has permanent status in a position and voluntarily demotes will not be required to serve a probationary period so long as the duties in the lower position are substantially similar.

When an employee voluntarily demotes into a position requiring a probationary period and the employee does not pass probation, they shall have a mandatory right of return to their prior position.

9.11 Instructional Assistant - Transfer With Teacher

Assistants assigned to work with a teacher who is transferred may transfer with that teacher, if the instructional assistant position is open and such transfer is agreed to by the assistant and the District. When the assistant transfers, they maintain their hours.

9.12 Substitutes

The District must fill a position that is vacant and filled temporarily by a substitute employee within sixty days. The District may petition CSEA for one thirty-day extension. A substitute hired to fill a vacant classified position shall be expected to complete the regularly assigned duties of the position (to the extent permissible related to compliance requirements - i.e. lifting/restraining students) and will be paid at Step 1 of the classified bargaining unit salary schedule.

9.13 Out Of Class Assignments

If the District needs to temporarily fill a position during the posting, interview and selection processes, they will make every effort to utilize qualified employees working in an out of class status rather than outside substitutes, unless doing so creates a hardship for the District/site.