

TENTATIVE AGREEMENT

Between

BUTTE COUNTY SUPERINTENDENT OF SCHOOLS

and

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

and its

**BUTTE COUNTY OFFICE OF EDUCATION CHAPTER #736 ("CSEA")
[Office, Clerical, Technical and Maintenance & Operations Unit]**

The parties agree to the following modifications:

ARTICLE 11

VACANCIES, TRANSFERS AND PROMOTIONS

A. Definitions

1. A voluntary transfer is one which is initiated by the unit member and involves a change in work location without a change in classification.
2. An involuntary transfer is one initiated by the Superintendent, or designee, and involves a change in work location without a change in classification.
3. A vacancy is any new or existing opening.
4. A promotion is a reassignment to a position in another class having a higher maximum rate of pay.
5. A lateral transfer is defined as a change from one classification to another job classification, which is paid at the same range on the salary schedule.

B. Notices of Vacancies

1. Notices of vacancies shall be distributed by the Human Resources office by:
 - a) Sending a copy of the vacancy announcement by email to the CSEA Negotiations Team;
 - b) Emailing the Edjoin link which includes a listing of all openings to all BCOE employees weekly;
 - c) Emailing BCOE in-house vacancy announcements to all BCOE employees as they occur;
 - d) Posting a link to the announcement on the HR bulletin board at BCOE Bird Street office , with hard copies available upon request;
 - e) Vacancies will remain open for a minimum of ten (10) calendar days;

2. Notice of vacancy content shall include: job title, brief description of the position and duties, minimum qualifications required for the position, assigned job site, number of hours per day, regular assigned work shift times, days per week, months per year assigned to the position, salary range and the deadline for applying.

C. Filling a Vacancy – A vacancy shall be filled in the following order:

1. By transfer of a bargaining unit member in the same classification.
2. By lateral transfer or promotion of a bargaining unit member currently occupying a different classification. This requires at least three (3) internal applicants who meet the posted minimum qualifications to exclude the consideration of external candidates.
3. By screening from candidates not currently employed by the Butte County Superintendent of Schools.

D. Transfer – Voluntary

1. A permanent unit member may request a transfer by submitting a classified “Request for Transfer or Reassignment” form to the Human Resources office. Requests will be kept active for a period of six (6) months from the date of filing, following which time a new request must be filed if further consideration is to be given.
2. Performance evaluations will be used in determining the suitability of each candidate.
3. Transfer requests may be submitted directly to Human Resources without acknowledgment from the unit member’s supervisor. All transfer requests shall be acknowledged in writing by the Human Resources office.
4. Prior to selection, an informational meeting will be scheduled with the unit member and immediate supervisor of the vacant position to discuss program and site details.
5. Qualified unit members shall be given placement consideration before qualified persons from outside the Butte County Office of Education per part “C” of this Article. Seniority as defined in Article 3 will be the final determining factor in the event more than one (1) qualified unit member requests transfer into the vacancy.
6. Candidates who are interviewed will be notified concerning their status after the selection has been made.
7. A unit member denied a transfer shall be provided a reason for denial.

E. Transfer – Involuntary

1. The Superintendent or designee has the right to transfer involuntarily any employee within their discretion except that no involuntary transfer shall be for disciplinary reason(s) only,

and no employee assigned within a county shall be transferred involuntarily to an assignment outside of that county.

2. The Superintendent or designee has the right to transfer involuntarily any employee on a temporary basis within their discretion, subject to the limitations in paragraph number one (1) immediately above. Any employee involuntarily transferred on a temporary basis shall receive reimbursement for mileage based on the difference between travels involving the regular assignment from travel required by the temporary assignment.
3. If Education Code Section 45101 (e) is applicable to any involuntary transfer under this Article, then any such involuntary transfer shall be consistent with Education Code Section 45101 (e).
4. An employee involuntarily transferred or transferred due to layoff shall be reimbursed at the current approved mileage rate for total new round trip miles less the previous round trip commute. In order to qualify, the new round trip must be at least 20 miles more than the previous round trip. An employee shall be reimbursed such excess mileage up to 36 months, unless one or both of the following occur:
 - a) Commute becomes less than previous commute and does not meet the qualifying conditions stated above.
 - b) Employee voluntarily changes jobs, even if at the same job site. If an employee's commute increases due to a living location change, reimbursement amount does not change.

F. Promotion

1. Equal opportunity for advancement shall be extended to all qualified unit members.
2. Election shall be made on the basis of the individual qualifications and capabilities of the candidates, current work performance, seniority as defined in Article 3, including time spent in related occupational classification, affirmative action guidelines, and in the best interests and needs of the Butte County Superintendent of Schools. Performance evaluations may be used in determining suitability of the candidate.
3. Probationary training period:
 - a) Any employee selected for a promotion shall serve a probationary period of six (6) months.
4. Qualified unit members shall be given placement consideration before qualified persons from outside the Butte County Office of Education.

5. A unit member who fails to successfully complete their promotional probationary period shall be reassigned to the class from which promoted unless the reasons for the release are cause for dismissal of a permanent unit member.

G. Voluntary Demotion

A unit member may request in writing to the Human Resources office a voluntary demotion. A voluntary demotion may include a reduction in hours.

H. Medical Transfer

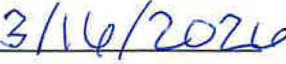
All medical transfers shall be addressed through the interactive process required by the American Disabilities Act.

The parties agree to the following modifications in the Collective Bargaining Agreement. The parties further agree that changes to the Collective Bargaining Agreement are effective upon ratification:


Mary Sakuma, Superintendent
Butte County Office of Education


Date


Teri Carter, President, CSEA #736


Date

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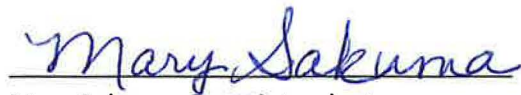
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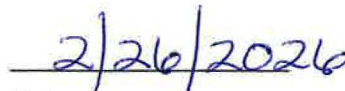
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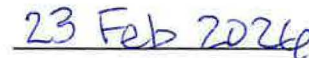
Mary Sakuma, Superintendent
Butte County Office of Education



Date



Teri Carter, President, CSEA #736



Date