

TENTATIVE AGREEMENT  
BETWEEN THE  
SILVER VALLEY UNIFIED SCHOOL DISTRICT  
AND THE  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 374

ARTICLE 17 TRANSFERS, PROMOTIONS, DEMOTIONS

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2  
3 17.1 Definitions  
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5 17.1.1 Transfer – A transfer is defined as a lateral movement from one job classification  
6 as listed on the classified salary schedule to the same job classification in the  
7 same or any other office, site, department, including an increase in hours in the  
8 same position.  
9

10 17.1.2 Promotion – A promotion is an upward movement in range.

11  
12 17.1.3 Change of Job Classification – A change of job classification is movement from  
13 one job classification to another at the same range.  
14

15 17.2 Application for Transfer/Promotion  
16

17 A Bargaining Unit member may apply for a Transfer/Promotion by submitting a  
18 completed in-house application for any posted vacancy: **after completing four (4)**  
19 **months of the unit member's 1-year probationary period and the employee's three**  
20 **(3) month evaluation is in the Human Resources personnel file.**  
21

22 17.3 Posting Vacancies  
23

24 17.3.1 When a vacancy occurs, the Human Resources Office will post the vacancy  
25 concurrently at all job sites within the district for (5) working days.  
26

27 17.3.2 Posting Contents: The job vacancy notice shall include: the job title, a brief  
28 description of the position and duties, the minimum qualifications required for  
29 the positions, applicable special skills, the number of hours per day, number of  
30 days per week, and months/days per year assigned to the positions, the salary  
31 range, and the deadline for filing to fill the vacancy.  
32

33 17.3.3 Notices of job vacancies within the Bargaining Unit shall be posted on bulletin  
34 boards in prominent locations at each District work site.  
35

36 17.3.4 The District may simultaneously post vacancies both inside and outside.  
37

38 17.4.5 All job vacancies shall be posted for (5) working days.  
39

40 17.4 The District will paper screen and test all candidates that apply. Only the top qualifying  
41 candidates will be eligible for an interview. The Association may appoint a member to  
42 any interview panel.  
43

44 17.5 Reference Checks: Reference checks will be conducted on the top candidates following  
45 the interview. Reference checks will include a review of current job performance and  
46 discipline.

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- 47 17.6 Selection Criteria: Selection criteria will include the following:  
48 1. Test Score - All bargaining unit members shall be grandfathered at a score of  
49 100% within their current classification.  
50 2. Interview Score  
51 3. Review of current job evaluation and discipline (last 4 years).  
52 4. Where these 3 factors are equal, as determined by the district, Seniority will  
53 Prevail. (See Appendix "D" for Interview Score Sheet)  
54
- 55 17.7 Candidate Selection: If an outside candidate is selected over an inside candidate, upon  
56 written request from the inside candidate, a written justification shall be submitted to the  
57 Human Resources Office by the selecting Administrator with constructive feedback on  
58 strengths and weaknesses, or areas of improvement for the inside candidate.  
59
- 60 17.8 Additional Vacancies: When additional vacancies of the same classification occur within  
61 three (3) months of the original posting, the District shall have the right to utilize  
62 applications received on the most recent posting as an applicant pool. Current  
63 bargaining unit members shall have an additional three (3) working days to apply for  
64 such vacancies.  
65
- 66 17.9 Conditional Period: The conditional period for bargaining unit members receiving a  
67 promotion/transfer shall be ninety (90) days. Any bargaining unit member who does not  
68 successfully complete the conditional period shall have the right to return to his/her  
69 previous classification.  
70
- 71 17.10 Involuntary Transfer: Involuntary transfers may be implemented by the District if  
72 necessary to meet the needs of the District. A bargaining unit member may be  
73 involuntary transferred for legitimate personnel reasons, which the Superintendent or  
74 Designee believes could be alleviated by the involuntary transfer. Notification and  
75 reason for transfer must be submitted in writing to any unit member subject to  
76 involuntary transfer. An involuntary transfer of a unit member made during the year shall  
77 not result in the loss of compensation, seniority, or any fringe benefit for the remainder of  
78 the fiscal year.  
79
- 80 In the event the District identifies a need to adjust staffing ratios at school sites due to  
81 changes in student populations or program changes, vacancies shall be filled in  
82 accordance with the following process.  
83
- 84 17.10.1 The District shall provide reasonable notice to CSEA of proposal to transfer  
85 Bargaining Unit Member.  
86
- 87 17.10.2 The District may post positions of the understaffed school sites for voluntary  
88 transfers after discussion with CSEA.  
89

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90 17.10.3 In the event all positions are not filled through voluntary transfers they may be  
91 filled by involuntarily transferring the junior employee in the affected  
92 classification at the school site to the vacant position.

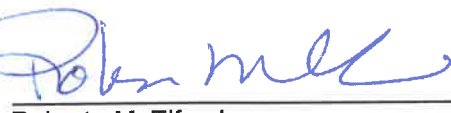
93  
94 17.10.4 A bargaining unit member that was involuntary transferred other than for  
95 personnel reasons, shall have the first opportunity to return to their original  
96 school site, if a position within that classification became available.

97  
98 17.11 Pay Increase: Any unit member receiving a promotion shall be moved to the appropriate  
99 range and step of the new classification and be granted not less than a four (4) percent  
100 increase in salary.


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102  
103 *Tentatively agreed to pending ratification by the California School Employees Association and*  
104 *the District Board of Trustees.*

105  
106   
107 \_\_\_\_\_  
108  
109 Marc Lacey  
110 Assistant Superintendent  
111 Administrative Services

112  
113 12/4/18  
114 \_\_\_\_\_  
115 Date Signed

106   
107 \_\_\_\_\_  
108  
109 Roberta McElfresh  
110 President, Silver Valley Chapter 374  
111 California School Employees Association

112  
113 12/4/18  
114 \_\_\_\_\_  
115 Date Signed

116  
117  
118   
119 \_\_\_\_\_  
120 Michelle Lewis  
121 Labor Relations Representative  
122 California School Employees Association

123  
124 12/4/18  
125 \_\_\_\_\_  
126 Date Signed  
127