

**RIVERSIDE UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its CHAPTER 506
TENTATIVE AGREEMENT
August 28, 2015**

Subject to the approval of the Riverside Unified School District Board of Education (the "District") and subject to ratification by the California School Employees Association, and its Chapter 506 ("CSEA") the parties agree to:

ARTICLE XIV (Transfers/Promotions/Reassignments/Voluntary Demotions) is amended in its entirety to read:

- 14.0 Definitions: For the purpose of this article, the following definitions shall be in effect:
- a. "Transfer" is a change in the unit member's worksite without a change in classification.
 - b. "Promotion" is advancement in job classification to a higher classification. A promotion requires a new six month probationary period.
 - c. "Reassignment" is a change in the unit member's classification to another classification at the same salary range, when the unit member possesses the necessary qualifications for the new position. A reassignment requires a new six month probationary period unless the unit member has previously completed the probationary period in that classification.
 - d. "Voluntary Demotion" is a change in the unit member's current classification to a lower classification. A voluntary demotion requires a six month probationary period unless the unit member has previously completed the probationary period in the classification the unit member is demoting into.
 - e. "Eligibility List" – a list of all applicants for promotion, reassignment or voluntary demotion and outside applicants who have successfully met all District criteria including the interview process.

f. **“Transfer List” – a list of all unit members who have requested via online application a change in work site within their current classification.**

14.1 Requests for Transfer, Promotion, Reassignment, or Voluntary Demotion: Requests for transfer, promotion, reassignment or voluntary demotion ~~shall~~ **may** be made ~~at any time when there is an open recruitment an eligibility list has not been established~~ and after the unit member has satisfied the probationary period of the current position; **(Exception: except for part-time Food Service unit members who may request a transfer any time after completing the first three (3) months of probation.)** A unit member who is reassigned as a result of layoffs or a reduction in hours shall be allowed to request a transfer immediately after the reassignment is made. The request shall be submitted to the **District via online application Human Resources Office on the form “Classified Employee Request for Transfer, Promotion, Reassignment, or Voluntary Demotion.”**

14.2 Filling Vacancies: When the District determines a vacancy exists, and no eligibility list is in force, a vacancy notice shall be sent to all worksites for posting on the bulletin boards where other notices to unit members are posted. The District shall provide the CSEA Chapter #506 President; **and the Full Release Member, and the CSEA Labor Relations Representative** a copy of all vacancy notices.

14.2.1 Application Period: All vacancies shall remain open for five (5) or more work days following the day the vacancy notice is issued.

14.2.2 Notice Contents: Vacancy notices shall include the job title, a brief description of the position, a list of typical tasks, the skills and abilities required, the number of hours per day, days per week and months per year assigned to the position, the salary range, and the deadline for applying for the position.

14.2.2.1 Job descriptions for all classified job classifications shall be required to have the duties fixed and prescribed as required by Education Code 45109.

~~14.2.3 Application Procedure: Any unit member may apply for a voluntary transfer, promotion, reassignment or voluntary demotion opportunity whenever an eligibility list has not been established and once the unit member has satisfied the probationary period of the current position. A unit member who is reassigned as a result of layoffs or a reduction in hours shall be allowed to request a transfer, promotion, reassignment or voluntary demotion without having to satisfy the probationary period of the reassigned position. The request shall be submitted to the Human Resources Office on the form "Classified Employee Request for Transfer, Promotion, Reassignment, or Voluntary Demotion."~~

14.3 The Selection Process: Any unit member who applies for a transfer, promotion, reassignment or voluntary demotion **and meets the minimum requirements for the position, shall be paper-screened into the recruitment process.** ~~sent notification of the unit member's status within five (5) working days of the selection decision. Any unit member not accepted for the position may request a meeting with the Director, Classified Personnel or Designee within five (5) working days after receiving a denial notification.~~

~~The unit member shall be given verbal reasons during the meeting for denial and information on how to become better prepared for a similar future transfer, promotion, reassignment or voluntary demotion opportunity. Upon request by the unit member, a CSEA Representative may be present at the meeting with the Director, Classified Personnel or designee.~~

~~Once selected for a voluntary transfer, reassignment or voluntary demotion the unit member shall not be eligible for another transfer, reassignment or voluntary demotion for six (6) months.~~

14.3.1 Selection Criteria: Criteria used for a vacant position shall include:

- a. Successful completion of the interview process
- b. Specific experience
- c. Preferred skills
- d. Interest/motivation

- c. e. Satisfactory ~~or better~~ references
- d. Successful test score if applicable

14.4 Transfers: All unit members who apply for transfer within their classification and have completed probation shall be placed on the transfer list

14.4.1 Sites will invite all interested transfer candidates to interview.

14.4.2 ~~3-1-1~~ Whenever there are three (3) or more unit members who ~~are fully qualified for the vacant position who~~ have an appropriate transfer request, to a particular site/department, on file in the ~~Human Resources Office Personnel Department,~~ the ~~District~~ site/department shall select one of such District unit members for the job. Such selection shall include the following criteria:

- a. Last regularly scheduled evaluation is satisfactory or better
- b. Successful completion of the interview process
- c. Specific experience
- ~~d. Preferred skills~~
- ~~e. Interest/motivation~~
- d. f. Satisfactory ~~or better~~ references

If there are less than 3 interested transfer candidates, sites will interview them prior to other applicants in the recruitment process.

14.5 ~~3-2~~ Promotions: Any unit member in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure that not less than the equivalent of a two (2) range (approximately five (5%) percent) increase as a result of that promotion, except that the unit member may be placed on the last step of the appropriate range if that is the maximum allowable for that class. A promoted unit member's rate of pay shall be effective on the date the unit member assumed the new position, but no later than two weeks after the date of selection, when the promotional position is vacant. Upon written request by the unit member, the District shall provide the results of any tests required for promotion.

14.3-25.1 When a unit member has been promoted and then fails to perform satisfactorily in the new position, the unit member shall be restored to a position

in the unit member's former classification. However, such unit member shall not have the right to bump another unit member in order to implement this provision. Should a position not be available in the unit member's former classification, the unit member shall serve as a first call replacement until a regular assignment becomes available. Salary shall be at the range and step that the unit member would have attained had the promotion not occurred.

14.3-25.2 A unit member who is promoted and fails to complete the required probationary period shall be returned to the unit member's former classification prior to the promotion. If the unit member's former position is a valid vacancy, the unit member shall be reassigned to the position.

14.3-25.3 If a position in the former classification is unavailable, the unit member will be assigned on a temporary basis to the best available assignment with the same benefits and pay the unit member had received prior to the promotion. A step increase will be granted if the unit member would have received one had the unit member remained in the former classification.

14.3-25.4 If the unit member's former classification no longer exists, Article XV shall apply.

14.3-25.5 If a promoted unit member returns to the unit member's former classification, the unit member shall, for seniority purposes, be credited with time paid in the promoted classification.

14.36 The Selection Notification Process: Any unit member who applies for a transfer, promotion, reassignment or voluntary demotion shall be sent notification of the unit member's status within five (5) working days of the selection decision. Any unit member not accepted for the position may request a meeting with the Director, Classified Personnel or Designee within five (5) working days after receiving a denial notification.

The unit member shall be given verbal reasons during the meeting for denial and information on how to become better prepared for a similar future transfer, promotion,

reassignment or voluntary demotion opportunity. Upon request by the unit member, a CSEA Representative may be present at the meeting with the Director, Classified Personnel or designee.

Once selected for a voluntary transfer, reassignment or voluntary demotion the unit member shall not be eligible for another transfer, reassignment or voluntary demotion for six (6) months.

14.47 Temporary Reassignments: Nothing in this section shall prohibit the Human Resources Office from making reasonable temporary reassignments when the unit member's salary and benefits are not affected. A classified unit member who has permanent status and who is assigned to a lower classification for the convenience of the District shall not receive a change in salary for the period of temporary assignment. If, at the end of the fiscal year, the unit member chooses to remain permanently in the lower classification, the unit member's request will be considered a voluntary demotion and the necessary salary adjustments will be made effective the first working day in the new fiscal year. If the unit member chooses to return to the unit member's original class rather than accept voluntary demotion, the unit member will have bumping rights as a displaced unit member.

14.58 Administrative Transfers: Under extraordinary circumstances, after conferring with the employee and the Association, the Superintendent or Superintendent's designee may transfer an employee to a different work site. Such transfers shall be limited to no more than two (2) administrative transfers in any school year, and shall not be for punitive or disciplinary reasons.


14.69 Mileage Compensation During Temporary Assignments: Unit members required to drive their own vehicle in order to work at a worksite on temporary assignment which is more than five (5) miles from the unit member's normal worksite, shall be compensated for the total one-way mileage difference between the normal worksite and the temporary worksite at the amount established in the Agreement for reimbursement for mileage, provided that the unit member submits a request for reimbursement according to

established District procedure. Summer assignments for ten (10) month unit members or eleven (11) month unit members shall be considered additional rather than temporary assignments and unit members accepting such shall not be eligible for mileage reimbursement under this provision.

AGREED:
For the District:

For CSEA:


Susan J. Mills Date 8-28-15
Assistant Superintendent, Human Resources
Riverside Unified School District



Daniel S. Rudd Date 8-28-15
President, CSEA Chapter 506
Riverside Unified School District


Vanessa Connor


Lynn Thompson Date 8/28/15
Labor Relations Representative, CSEA


Shani Dahl


Caralyn Aldis


Mays Kakish

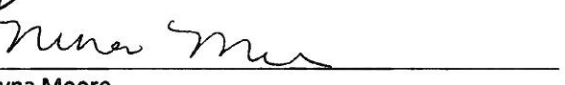

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