

1 **ARTICLE 10 - ASSIGNMENTS**

2 **10.1 Definition** - Assignment means an appointment to a position within the bargaining
3 unit. For the purpose of this article, the following definitions shall be in effect:

4 10.1.1 **Transfer** is a change of the unit member's worksite without a change in
5 classification.

6 10.1.2 **Reassignment** is a change from one position or classification to another
7 at the same salary range.

8 10.1.3 **Promotion** is a change in one job classification to another at a higher
9 salary range.

10 10.1.4 **Voluntary demotion** is a change in one job classification to another at a
11 lower salary range.

12 10.1.5 **Promotional Applicant**: A unit member seeking a promotion, who meets
13 the minimum requirements for the position, has passed the required
14 examinations for the position.

15 10.1.6 **Transfer Applicant**: A unit member seeking a transfer in the same
16 classification.

17 **10.2 Unit Member Initiated Change of Assignment** - The District will consider all unit
18 member initiated on-line applications and will interview each qualified unit member
19 submitting such forms. The District management shall post all known bargaining unit
20 vacancies and e-mail the job posting(s) to the Association Chapter President. In addition,
21 at least **three** business days prior to the job posting opening, the District shall provide to
22 the Association Chapter President **and First Vice President** the following information: the
23 position being posted; the hours per day and work calendar for the position; and who will
24 be able to apply for the position (e.g. "open to outside" or "open to current regular
25 employees").

26 **10.2.1** - Vacant positions shall be filled, whenever possible by qualified unit
27 members, within sixty (60) days. No posted vacancies shall be permanently filled
28 until six (6) calendar days after the notice of the vacancy has been posted. Those
29 persons who qualify shall remain on an eligibility list for a period of six (6) months.
30 If the vacancy is filled by a unit member requesting a transfer or the original
31 posted job subsequently becomes vacated within ninety (90) days of the original
32 selection, this list may be used for selection without posting again for this position.

33 **10.2.2** - Any permanent unit member as defined in Article 11.2 of this Agreement
34 may apply for Transfer, Promotion, Reassignment, or Voluntary Demotion to a

1 posted position by submitting an online application. A newly hired unit member
2 who has not passed his/her initial probationary period is eligible to apply only for
3 other positions in his/her classification, which result in increased hours and/or
4 change of job site.

5 **10.2.3** – Transfer, Reassignment, or Voluntary Demotion shall not affect a unit
6 member's salary increment date, accumulated sick leave, or accumulated
7 vacation. A promotion may affect a unit member's salary increment date.

8 **10.2.4** - Any qualified permanent unit member, who possesses the necessary
9 qualifications, meaning currently employed in the classification or related
10 classification, may be allowed by the District to fill a position where the unit
11 member is on long term leave for more than ninety (90) calendar days. If more
12 than one (1) unit member requests to fill said position, the guidelines set forth in
13 Article 10.3 shall determine the selection. This will give the unit member
14 experience in the position. Upon return of the unit member on leave, both unit
15 members shall return to their original duties.

16 **10.2.5** - The District may allow any qualified unit member who possesses the
17 necessary qualifications, meaning currently employed in the classification or
18 related classification, to temporarily fill a position where the unit member who is
19 assigned to that position is absent.

20 **10.3 Filling Vacancies** - In filling vacancies through Transfer, Promotion,
21 Reassignment or Voluntary Demotion, the following criteria shall be used; process, skills,
22 knowledge, abilities, work habits, job performance and affirmative action goals will be the
23 factors considered for the position. If the above considerations are determined to be
24 equal, preference shall be given to the applicant with the greatest seniority. For the
25 purposes of this Article, "seniority" shall be determined by the unit member's date of hire
26 as defined in Article 18.3.3.

27 **10.4 New Positions** - Existing classifications that are newly established in location or
28 department shall be posted not less than six (6) calendar days [ten (10) calendar days for
29 "in-house" only postings] at all work locations prior to filling the vacancies, so that unit
30 members have an opportunity to file requests for Transfer, Promotion, Reassignment or
31 Voluntary Demotion.

32 **10.5 Administrative Transfers** – Transfers of bargaining unit members may be
33 initiated by the District management at any time, except for disciplinary purposes,
34 whenever such transfer is deemed to be in the best interest of the District, as defined by

1 the District management. The unit member affected by such transfer shall be given ten
2 (10) calendar days' notice, and a conference will be held between the appropriate
3 management person and the unit member in order to discuss the reason for the transfer.
4 Transfer means a change in the unit member's work site without a change in
5 classification.

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