

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 shall interview each
18 qualified unit member submitting an application or transfer request form. At the discretion
19 of the unit member, transfer candidates, may request a transfer by submitting an online
20 application or a transfer request form. In the alternative, at the sole discretion of the District,
21 a candidate who submits a transfer request form may be selected for a vacant position
22 without the position being flown to outside candidates. The District management shall post
23 all known bargaining unit vacancies and e-mail the job posting(s) to the Association
24 Chapter President. In addition, at least three business days prior to the job posting opening,
25 the District shall provide to the Association Chapter President and First Vice President the
26 following information: the position being posted; the hours per day and work calendar for
27 the position; and who will be able to apply for the position (e.g. "open to outside" or "open
28 to current regular employees").

29 **10.2.1** - Vacant positions shall be filled, whenever possible by a qualified unit
30 member applying for the position. Vacant positions shall be filled, within sixty (60)
31 days, whenever possible. No posted vacancies shall be permanently filled until six
32 (6) calendar days after the notice of the vacancy has been posted. If the vacancy
33 is filled by a unit member requesting a transfer or the original posted job
34 subsequently becomes vacated within ninety (90) days of the original selection, this

1 list may be used for selection without posting again for this position.

2 **10.2.2** - Any permanent unit member as defined in Article 11.2 of this Agreement
3 may apply for Transfer, Promotion, Reassignment, or Voluntary Demotion to a
4 posted position by submitting an online application or transfer request form. A
5 newly hired unit member who has not passed his/her initial probationary period is
6 eligible to apply only for other positions in his/her classification, which result in
7 increased hours and/or change of job site.

8 **10.2.3** – Transfer, Reassignment, or Voluntary Demotion shall not affect a unit
9 member's salary increment date, accumulated sick leave, or accumulated vacation.
10 A promotion may affect a unit member's salary increment date.

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

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

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

30 **10.3.1** – Interview panels for all classified bargaining unit posted vacancies shall
31 consist of one (1) CSEA representative. CSEA interview panel representatives shall
32 be selected by the District from a list of three (3) CSEA members. All three members
33 on the list must hold or have held a job in the same job family within the past five
34 years, or be a current CSEA Executive Board Member (appointed by the Association

1 President). The Association President or designee shall provide the Human
2 Resources Division with the list by the closing date of the classified job posting. If a
3 list is not provided by the closing date, the District may proceed without a CSEA
4 representative. If the CSEA unit member chosen is not available on the interview
5 date, the District may proceed without a CSEA representative.

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

11 **10.5 Administrative Transfers** – Transfers of bargaining unit members may be initiated
12 by the District management at any time, except for disciplinary purposes, whenever such
13 transfer is deemed to be in the best interest of the District, as defined by the District
14 management. The unit member affected by such transfer shall be given ten (10) calendar
15 days’ notice, and a conference will be held between the appropriate management person
16 and the unit member in order to discuss the reason for the transfer. Transfer means a
17 change in the unit member's work site without a change in classification.

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