

ARTICLE XIII: TRANSFERS

- 13.1 **Transfers** - A transfer is the movement of a Bargaining Unit member to another position within the same classification. A Bargaining Unit member may be transferred or reassigned within their classification to any location when it is in the best interest of the College District or by request of the Bargaining Unit member. Bargaining Unit member transfers shall be based on the program needs, efficiency or effectiveness of the College District. The College District shall not transfer or reassign a Unit Member for disciplinary reasons.

A Bargaining Unit member permanently reassigned shall be given no less than a 15-workday notice of transfer. The immediate administrator shall meet with the Bargaining Unit member, explain the reason(s) for such action before the transfer/reassignment is initiated and provide written notification including the rationale for transfer.

Bargaining Unit members may appeal the transfer/reassignment by submitting the appeal in writing to the Assistant Superintendent/Vice President for Human Resources within five (5) days of the notice. The Assistant Superintendent/Vice President for Human Resources shall meet with the Bargaining Unit member and render the decision, in writing, to the Bargaining Unit member prior to the effective date of the transfer. The decision of the Assistant Superintendent/Vice President for Human Resources is final and not subject to the grievance process.

Unless otherwise prohibited by law, when a new position is created or an existing position becomes vacant, a Bargaining Unit member may submit a written transfer request to the Director of Human Resources. When an existing Bargaining Unit position becomes vacant, the College District will send notice of all vacancy opportunities to all Bargaining Unit Members via e-mail five (5) full working days before advertising to the public. The College District shall consider the transfer requests of qualified Unit Members serving in the same classification. Background, experience and qualifications of the Unit Member in prior or current College District positions shall be provided by the Unit Member during the application process and will be considered along with department/College District needs.

The College District may hire outside the Bargaining Unit if it is determined that the best qualified applicant is outside of the Bargaining Unit. The procedures set forth in 7.9 through 7.12 shall be followed whenever a vacancy occurs.

- 13.2 **Medical Transfers** - If the employee meets the qualifications stipulated in this sub-section, the College District shall give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform their regular job class duties. The alternate work may constitute demotion or lateral transfer to a related class. The College District shall notify CSEA of such action. The qualifications for such transfer are as follows:

13.2.1 The employee must have three (3) years of consecutive work experience with the College District.

13.2.2 The last two (2) regular evaluations of the employee must be satisfactory.

13.2.3 The employee meets the qualifications published in the position description for the vacant position.