

## **ARTICLE 11 - PROMOTION AND TRANSFER**

### **A. Posting**

Whenever it is determined by the University that a vacancy in a career position is to be filled, a position available notice, which includes the requirements for the position, shall be posted on the University electronic website at [www.chr.ucla.edu](http://www.chr.ucla.edu) for a minimum of two weeks unless otherwise agreed to by the parties. In addition, said position available notice shall be posted on unit bulletin boards by the University at locations described in Appendix E for openings in those locations only for at least two (2) weeks, except as provided in Section C below or unless otherwise agreed between the parties. Any bargaining unit employee may, before the closing date stated in a notice, apply for a vacant position.

### **B. Selection**

1. The University shall have responsibility for the selection of an individual to fill a vacant position. To assist in making such selections, the University may, from time to time, seek the input of bargaining unit employees from the trade being recruited or bargaining unit employees who participate on Interview Panels, if any. Employees desiring to compete and be considered for promotional, transfer, or career opportunities must meet the minimum qualifications for the position. The candidate determined by management to be the best qualified for the vacant position shall be selected. In those cases where candidate qualifications are essentially equal and affirmative action goals have been met, special consideration will be given to bargaining unit applicants to allow for promotional, transfer, or career opportunities. Lateral transfers under this Article shall not result in a reduction in base rate of pay.
2. Selection of Apprentices shall be subject to the provisions of Article 9 of the Agreement.

### **C. Reassignment within Department**

Any bargaining unit employee desiring a lateral reassignment to another shift, days off, or location within his/her department shall request such reassignment in writing directed to his/her department's Personnel Officer. When a permanent vacancy is to be filled, reassignment shall be made from a list of such individuals, provided that an employee who has made such a request possesses the qualifications and skills to perform the job required for the vacant position, and has been employed in his/her current classification for at least twelve (12) months of qualifying service. No more than one such transfer shall be approved for a bargaining unit employee in a twelve (12)-month period. If more than one employee on the list meets the criteria stated above, the priority of selection will be determined by the date the request was received in the department's personnel office. If more than one request is received on the same date, the priority of selection shall be by seniority in class. The vacancy shall be posted pursuant to Section A above if no qualified employee is on the lateral reassignment list.

### **D. Eligibility for Promotion**

Any bargaining unit employee must be employed in his/her current classification for at least six (6) months of qualifying service before being eligible for consideration for promotion within the bargaining unit.

#### **E. Alternate Service Engineer/Service Engineer Selection**

The selection for Alternate Service Engineer and Service Engineer shall be in accordance with the procedures set forth in Appendix F. Alternate Service and Service Engineer results will be posted. Promotion to Service Engineer shall normally be made from the list of qualified Alternate Service Engineers provided that a qualified employee on the list applies within the posting period. If the position is to be filled from outside the unit, the Union will be notified prior to the University making the final job offer.

#### **F. Temporary Promotions**

Temporary promotions will not exceed 180 days unless the position has been posted in the shop where the promotion is available for a minimum of three (3) days. Where such temporary position has been posted as described herein, the period of the promotion will not exceed twelve (12) months unless an extension is mutually agreed to by the Union and Management. Reasons for extensions may include major project work, one-time funding, and disability coverage.

#### **G. Inter-campus Transfers**

Bargaining unit employees who transfer to another UC campus are deemed to be continuing their employment with the University of California. Upon request from a transferring employee or another UC campus, UCLA will provide assistance with the transfer of accrued vacation, sick leave and UCRP benefits if applicable, in accordance with University policies.

#### **H. Affirmative Action**

The specific provisions of this Article notwithstanding, the University and the Union agree to comply with legally mandated affirmative action obligations.

#### **I. Disputes**

Disputes arising from this Article and Appendix F may only be reviewed through the Grievance Procedure, Article 26, of this Agreement.