

TA JAG 6/13/2022

ARTICLE 10
TRANSFER PROCEDURES

LSR 6/1/2022

- 10.1 A transfer is defined as an employee-initiated movement from one work site to another within the same classification, or, to a related classification in the same job family at the same salary range, or, to a lower, related, classification in the same job family and for which the Unit member meets the minimum qualifications of the District.
- 10.2 Each permanent Unit member shall have the opportunity to request a transfer. The District shall utilize procedures for the handling of transfer requests. Such procedures shall include the use of a transfer request form, which has been filed with the Personnel Commission. Such requests shall be operative until June 30. Unit members shall be notified of the upcoming expiration of their transfer request by May 30, and shall be given the option of renewing their requests for the following academic year. Failure to notify a Unit member of the upcoming expiration of their transfer request will result in the automatic renewal of the transfer request for the following academic year. Acknowledgment and approval by the employee's current supervisor shall not be required to request a transfer.
- 10.3 Outside applicants will be employed for positions only after District employees who have filed transfer requests have been considered for transfer. The following criteria shall be considered in determining transfer:
- (a) The needs and efficient operation of the District as determined by the Superintendent or designee.
 - (b) The recommendation of the current administrator or supervisor.
 - (c) The recommendation of the administrator or supervisor where the vacancy exists.
 - (d) Evaluations and other records of job performance.
 - (e) Recent training and/or experience relevant to the vacancy.
 - (f) Seniority within the classification.
- 10.4 Reassignment is defined as a District-initiated change of employee work location ~~for a period of time that exceeds seven (7) consecutive work days.~~ The District reserves the right to assign and reassign employees consistent with District needs, ~~which includes temporarily reassigning an employee to cover an absence or staffing shortage for a period of time that does not exceed seven (7) consecutive work days. Such temporary reassignments are not subject to Section 10.5 below.~~
- 10.5 Involuntary Reassignment: An involuntary reassignment may be requested by the Unit member's principal or department head when they deem a reassignment would be in the best interests of the Unit member or the District. Before any request for an involuntary reassignment is acted upon, the Unit member shall be given at least ~~ten (10) seven (7)ten (10) five (5)ten (10)~~

calendar days written notice prior to the start of the school year and ~~fourteen (14) ten (10) fourteen (14) seven (7) fourteen (14)~~ calendar days during the school year by the principal or department head that an involuntary reassignment is being recommended and the reasons therefore. ~~Nothing herein precludes a Unit member from voluntarily agreeing to receive less advance notice of the involuntary reassignment than the foregoing time periods.~~ Upon request, an opportunity will be provided for the Unit member to meet with appropriate division administrator or the Associate Superintendent for Personnel Support Services to discuss the proposed reassignment. Involuntary reassignments shall not be arbitrary or capricious.

10.6 Temporary Reassignment Pool

~~For the Lifeguard classification, the District may create a temporary reassignment pool of employees who are willing to be temporarily assigned to a different work location to cover an absence or staffing shortage not to exceed seven (7) workdays. Employees Lifeguards who have volunteered to be in the pool will be offered opportunities to temporarily work at a different work location on a rotating basis in order of classification seniority. Lifeguards Employees who accept an offer to work at a different work location will be paid a daily stipend of no less than \$25 in addition to their regular salary for each day they agree to work at another site. If the hours they work at another site exceed their regular daily hours, they shall be paid for their actual hours worked, in addition to the daily stipend. Employees who accept an offer to work at a different work location shall also receive mileage reimbursement for the mileage between their normal work location and their temporary work location.~~

10.7 ~~Nothing herein precludes PSEA and PUSD from mutually agreeing to shorten or waive any time limits contained in this Article. Temporary Reassignment. Nothing herein precludes a Unit member from volunteering to be temporarily reassigned to a different work location to cover an absence or staffing shortage not to exceed five (5) workdays. Such voluntary temporary reassignments are not subject to Section 10.5.~~