

ARTICLE 38
TRANSFER/PROMOTION

A. DEFINITIONS

1. A transfer is the change of an employee from one position to another position which is in a class having the same salary range maximum.
2. A promotion is the change of an employee from one position to another position which is in a class having a higher salary range maximum.

B. TRANSFER/PROMOTION OF EMPLOYEES

1. Whenever it is determined by the University that a vacancy in a career position within the bargaining unit is to be filled at a medical center/campus, the following procedure will apply:
 - a. The University at its sole non-grievable discretion, on a location-by-location basis and on a vacancy-by-vacancy basis may, in the posting for vacancies to be filled, restrict the eligible applicants for the vacancy to current University employees.
 - b. Notice will be posted according to local campus procedures, either in writing or electronically. If all posting is accomplished through the computer system, at least one printed posting will be available at the local personnel office or where application information is available. Unless the vacancy is restricted to internal candidates, it will be posted for at least 10 working days. Where there are varying posting periods these varying posting practices shall remain and continue. However, there will be no posting at the UC Irvine Campus, except posting in the Human Resources Office and the generic job posting in the electronic system. For the year 1997-98, the campus will implement its electronic recruitment system. Upon request by AFSCME, UC Irvine will provide a quarterly report of positions opened and filed by departments for the preceding quarter. In June 1998, the parties will, upon request by AFSCME, meet to discuss the implementation of the electronic recruitment system.
 - c. A vacant bargaining unit career position shall be filled in the following order:
 - 1) By recall of an indefinitely laid off non-probationary career employee in accordance with Section E of Article 13 - Layoff and Reduction in Time of this Agreement;
 - 2) By preferential rehire of an indefinitely laid off non-probationary career employee in accordance with

Section F of Article 13 - Layoff and Reduction in Time of this Agreement;

- 3) By any other qualified internal applicant, provided she/he is substantially equally qualified with all applicants, including external applicants, receiving final consideration. This includes consideration of licensure, certifications, experience, seniority, skills and abilities, performance evaluations, job references, and disciplinary issues within the last two years, if any.
 - d. Among equally qualified non-probationary career applicants for promotion or transfer, seniority will be considered as a tie-breaker.
 - e. A non-probationary career employee who was interviewed for a promotion within the bargaining unit and was not selected may request, in writing within 30 calendar days of notification, an explanation of the reason for non-selection. The department head or designee, shall provide a written response within 30 calendar days of receipt of the employee's written request.
 - f. In addition, the University shall consider qualified employees who are eligible for reemployment in accordance with Section C of Article 31 - Reasonable Accommodation and Section F of Article 17 - Medical Separation of this Agreement.
2. Employees who are scheduled for a job interview at the same location as the employee's current position shall be granted reasonable time off with pay, as determined by the University, if the interview has been scheduled during the employee's normal work hours. An employee scheduled for an interview on another medical center/campus shall be granted reasonable time off with pay for an amount of time normally equal to the time that would be required for an interview on the employee's own medical center/campus. This section is not subject to Article 9 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.
3. Upon upward reclassification, an employee shall be granted a salary increase to the minimum of the salary range of the new class or one (1) step [4% for non-step based employees] whichever is greater, provided that the new rate does not exceed the maximum of the new class.
4. The University shall provide AFSCME the following information:
 - a. The number and classifications of bargaining unit positions posted which were restricted to current University employees;
 - b. The number and classification of bargaining unit positions where an employee was promoted and received more than one step increase; and

- c. The number and classification of bargaining unit positions posted.

This information shall be made available annually for the period of April 1st through March 30th and provided to the Union during the month of May. The format of the above information shall be on a location-by-location basis.

- 5. In accordance with medical center/campus practice, the University shall inform employees of career development and/or training programs which might assist them with transfers and/or promotions. This section is not subject to Article 9 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.
- 6. Except as provided above, the provisions of this Article are subject to Article 9 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.