

ARTICLE VII

POSTINGS, PROMOTIONS, TRANSFERS, REDUCTIONS AND RECALL

VII.4 INVOLUNTARY TRANSFER

- A. An Involuntary Transfer shall be defined as a change in work location which is initiated by the District.
- B. If an Involuntary Transfer becomes necessary, the employee(s) in the school or department and the Union shall be notified. Involuntary Transfers shall not be for arbitrary reasons.
- C. Each employee in the affected work site shall be provided with an up-to-date list of vacancies and will be given an opportunity to accept one of the vacant positions. If no employee in that work site voluntarily transfers, the employee will be transferred based on district-wide seniority among the employees in the affected classification, with the employees having the least amount of district-wide seniority being transferred first.
- D. Employees who are not satisfied with their placement as a result of the Involuntary Transfer because it increased their travel distance from home or reduced their salary, shall be given consideration to achieve a Voluntary Transfer to a vacant position as soon as possible after such suitable vacancy exists.
- E. If an employee who is placed as a result of an involuntary transfer is not satisfied with their placement ~~within six (6) months of the placement~~, they shall ~~have up to two (2) opportunities to be placed in other vacant positions.~~ **be given consideration to achieve a Voluntary Transfer to a vacant position as soon as possible after such suitable vacancy exists.**

VII.10 PROBATIONARY PERIOD

- A. Educational support employees newly hired (any person entering the School District for the first time or who have broken service and returned) to the District shall be employed on probationary status for a period of six (6) months and shall not be eligible for promotion unless no qualified permanent employee has applied. During the first six (6) month probationary period, the employee shall be afforded all rights guaranteed under the Master Contract except that the probationary employee may be terminated with or without cause. The decision to terminate the probationary employee shall be final and not subject to the provisions of the Grievance procedures as set

forth in the Article II of this Master Contract.

B. Promotional Probationary Period

All promotions shall have a ~~six (6)~~ **two (2)** month probationary period. If the probationary period is not satisfactorily completed or if the promoted employee decides not to accept the promotion, the employee shall return to his/her previous position at the same worksite **if it is vacant**. If acceptable to the employee, he/she may be placed in a vacant position, comparable to his/her previous position. Upon request by the employee, the principal/supervisor shall discuss with the employee, the progress of the probationary period and/or any serious deficiencies which could result in non-satisfactory completion of the probationary period.

C. Placement Probationary Period

Employees who fall under the provisions of Section VII.9 Workers' Compensation Retraining and Job Placement Guidelines may serve a six (6) month placement probationary period as specified in Section VII.9.