

## **ARTICLE 12**

### **APPOINTMENT/PROMOTION**

- 12.1 When a vacancy for a Police Officer position occurs at any campus, notice shall be posted for a period of at least fourteen (14) days at each University Police Department. All employees may, within the specified application period, apply for appointment to such vacant position. Probationary positions to be filled by cadets will not be posted.
- 12.2 When a CSU campus interviews an applicant who is a permanent employee in Bargaining Unit 8 at another CSU campus, the campus with the opening may waive the physical agility and written test required of new hires.
- 12.3 Prior to the filling of a Police Officer vacancy, in addition to all other requirements to be fulfilled by applicants, an interview board composed of at least three (3) individuals appointed by the President shall be convened for the purpose of screening applications and/or interviewing candidates. Except as indicated in provision 12.4, the interview board shall recommend the name(s) of no more than five (5) qualified applicant(s) to the President. The individual appointed to the position shall be from among those name(s) recommended by the interview board. In the event that none of the recommended applicants are selected to fill the vacancy, the President may request additional recommendations from the interview board. Appointment to any Police Officer vacancy shall be entirely at the discretion of the President. The composition, deliberations and recommendations of the interview board and the decision of the President shall not be subject to Article 7, Grievance Procedure, of this Agreement. Notwithstanding the above, the procedure and process established in this Article shall be subject to Article 7 of the Agreement.
- 12.4 When a vacancy for a Corporal or Sergeant position occurs on a campus, it may be filled by promotion in accordance with provision 12.10. If the President decides not to fill a vacant Corporal or Sergeant position pursuant to provision 12.10, the procedure and process in provisions 12.1 and 12.3 shall apply. In such latter instances, it is the policy of the CSU to offer promotional opportunities to qualified bargaining unit members. To this end, the interview board shall recommend to the President the name of every qualified bargaining unit member who has applied for the position and who

has successfully completed all components of the testing process. Such a recommendation may cause the total list of qualified applicants to exceed five (5). If a full-time employee applies for a position at the campus on which he/she is currently employed, he/she shall not be required to take a physical agility or psychological test.

- 12.5 If a permanent employee is appointed to a position in a higher classification on the same campus and fails to successfully complete his/her probationary period in the higher classification, the employee shall be entitled to return to the lower classification with permanent status in that class.
- 12.6 If an employee is selected for appointment/promotion to a vacant position on a different campus, the provisions of Article 11, Probationary Period, shall apply in the new position, except as provided in provision 12.15.
- 12.7 If an employee is selected for appointment/promotion to a vacant position on any campus, the employee and the President of the appointing campus may mutually agree to grant credit for all or part of the employee's accrued vacation time.
- 12.8 All moving expenses shall be borne by the employee unless the President determines otherwise.
- 12.9 For purposes of this Article, a vacancy is a position for which recruitment has been authorized.
- 12.10 For the purposes of this Article, a promotion is advancement to a higher classification/rank. Promotion to Corporal or to Sergeant from within the bargaining unit on a campus shall be based on the abilities, qualifications and performance of an employee, at the sole discretion of the President, and shall not require posting a new position.
- 12.11 In emergency situations, the provisions of this Article may be waived by the President.
- 12.12 At the employee's request, Unit 8 employee's with permanent status who voluntarily separate from the CSU shall meet with the Chief or his/her designee prior to separation. If such a meeting is held, the Chief shall complete a form indicating whether or not the employee is eligible for rehire.

- a. A copy of this form will be given to the employee.
  - b. The Chief's decision shall not be subject to Article 7, Grievance Procedure.
- 12.13 Unit 8 employees who separate from the University are eligible to return to the campus from which they separated provided:
- a. At separation the Chief marked them as eligible for rehire;
  - b. They return within four (4) months from the date of separation;
  - c. There is a Unit 8 vacancy in the same or lower classification in which the employee held permanency on the campus; and
    - 1) A position which has been given to a candidate as a conditional offer is not considered a vacancy.
  - d. The employee meets all POST requirements for the position in which he/she holds permanency, which may include a background check.
- 12.14 Unit 8 employees are eligible one time during their total service at the CSU to use provisions 12.12-12.13 of this contract.
- 12.15 Unit 8 employees who return to the University under provision 12.13 shall:
- a. Not be required to serve a new probation;
  - b. Upon request, shall have the number of sick hours they had at separation reinstate;
  - c. Shall accrue vacation and sick leave at the same rate as the employee was accruing at the time of separation from the University; and,
  - d. The time period between the dates of separation and rehire will not be considered a break in service for the purpose of calculating seniority and provisions 25.9 and 25.10 shall apply.