

CALIFORNIA HIGHWAY PATROL

GENERAL ORDER 10.6

REVISED MARCH 2018

**FIELD AND HEADQUARTERS ASSIGNMENTS AND TRANSFERS
NONUNIFORMED EMPLOYEES**

1. PURPOSE. The provisions of this General Order (GO) comply with all existing civil service laws and rules, and collective bargaining unit agreements applicable to nonuniformed personnel assignments and transfers within departmental commands. Refer to Annex A for definitions of terms.

2. OBJECTIVE. The objective of this GO is to provide departmental personnel with the criteria and procedures for the transfer of represented employees in accordance with their collective bargaining unit agreements. Also, this GO provides the criteria and procedures for the transfer of excluded employees as governed by departmental policy.

3. POLICY.

a. General. The following provisions are the general transfer criteria for all eligible nonuniformed represented and excluded employees. For additional provisions regarding seniority transfers, refer to paragraph 3.b. For administrative positions and transfers, refer to paragraph 3.e.

(1) Satisfactory employee performance during the past 12 months shall be considered for all transfers. Unsatisfactory performance may be cause for denial of a transfer request.

(2) Employees on Probation.

(a) Represented Employees in Bargaining Units 7 and 12. Employees are not eligible for voluntary transfer until the completion of probation in the current classification. However, an employee may submit a CHP 220N, Request for Transfer - Nonuniformed, during an open filing period (refer to paragraph 4.a.[4]) if the probationary period will be completed during the forthcoming closed filing period.

(b) Represented Employees (Except Bargaining Units 7 and 12). Employees are eligible for voluntary transfer prior to the completion of

probation in their current classification. However, the voluntary transfer is discretionary between commands, and all the following must apply:

- 1 The employee must have a permanent, full-time appointment.
- 2 The transfer must meet all transfer criteria.
- 3 Both commands must agree to the transfer.
- 4 The receiving command shall complete the employee's probationary reporting period.

(c) Excluded Employees. Designated supervisors serving a 6-month, or 12-month probationary period are permitted to transfer one time while on probation, and may submit a CHP 220N in accordance with the criteria outlined in paragraph 4.a.(5). Multiple transfers while on probation is prohibited.

(3) Transfers of employees shall be in accordance with the provisions of their collective bargaining unit agreements, all civil service laws and rules, and departmental policy.

(4) The seniority process, as determined in Highway Patrol Manual (HPM) 10.3, Personnel Transactions Manual, Chapter 17, Departmental Seniority, should be utilized in the event of a tie or if candidates are determined to be equally qualified by the hiring command.

(5) Voluntary transfers of employees are considered to be for the employee's benefit and shall be at the employee's expense.

(6) Voluntary transfers are valid and binding unless a request for cancellation is received prior to establishing an effective date of transfer to the offered position.

(7) Employees shall have a maximum of five business days to accept or reject a transfer offer unless other arrangements are agreed to by the hiring command. If the employee is unavailable (e.g., on vacation, leave of absence), the employee's supervisor and/or commander shall note all attempts to contact the employee. If there is no response from the employee, the Department shall consider it a waiver of the transfer offer, and the employee will forfeit the right to the position.

(8) Waivers.

(a) If a transfer offer is waived, the employee shall immediately notify the hiring command of the decision via e-mail, with a carbon copy (cc) to the employee's supervisor. The hiring command shall forward the waiver via e-mail to the appropriate Classification and Hiring (CH) analyst assigned to Selection Standards and Examinations Section (SSES).

(b) For those bargaining units who are charged a waiver when declining a transfer offer, a waiver will not be charged when a transfer is declined for a position that is less than full-time.

(9) An employee shall report to the new command within 30 calendar days upon receipt of notification of a transfer offer or the employee shall waive the right to the position. The 30 calendar days may be extended if alternate arrangements have been agreed upon between commands. (For administrative transfers required by the Department where relocation of the employee is reasonably expected, refer to paragraph 3.e.[3].)

(10) Commanders may temporarily reassign personnel from one location to another within their commands. Justification shall be forwarded to the appropriate Commissioner for approval prior to making any temporary assignment in excess of 30 calendar days. The commander requesting the action shall subsequently notify CH of the location and period of temporary assignment.

(11) Mutual Transfers. Requests for mutual transfers will be accepted if the following conditions are met:

(a) Both employees must have a CHP 220N on file designating the command they want to transfer to as their first choice.

(b) Both employees must be number one to transfer to their first choice command.

b. Seniority Transfers. For general transfer criteria, refer to paragraph 3.a. For administrative positions and transfers, refer to paragraph 3.e.

(1) General. The following provisions apply to voluntary transfers of eligible represented employees as required by specific collective bargaining unit agreements, and to voluntary transfers of excluded employees to field supervisory positions.

(a) Employees seeking transfer by seniority must submit a CHP 220N (refer to paragraph 4.a.).

(b) Transfer requests shall be limited to the number specified in the employee's collective bargaining unit agreement for a position in the same classification.

(c) When more than one location choice has been listed, the order of preference will be considered. However, the transfer may be made to any of the locations listed without further notice to the employee.

(d) Notifications.

1 The hiring command shall notify the most senior employee and the employee's immediate supervisor of a transfer offer. It is recommended the notification be made via e-mail. However, if notification is made via telephone, the hiring command should follow-up with an e-mail.

2 If there is no response from the employee within five business days, the Department shall consider it a waiver of the transfer offer, and the employee will forfeit the right to the position.

(2) Bargaining Unit 7 Employees. For Motor Carrier Specialist (MCS) I employees, refer to paragraph 3.b.(2)(g).

(a) Seniority transfers take priority over other hiring methods.

(b) Exceptions to the seniority transfer process may be warranted for mandatory personnel actions; special skills, abilities, or aptitudes; or other compelling operational needs justified by the command.

(c) Requests for exception to the seniority transfer process must be submitted in writing through channels to the Assistant Commissioner, Field, for approval. Requests must include a complete justification of the need for exception.

(d) If the employee waives a transfer offer to a desired location as stated on the CHP 220N, that location is no longer an option for the remainder of the current transfer period. Refer to paragraph 4.b. **(This excludes MCS I employees.)** If the position the employee previously waived is advertised statewide at a later date, the employee may submit a CHP 220N during the advertisement period if they now wish to be considered for the position.

(e) If there are no transfer requests on file or if all employees waive, the vacant position shall be advertised statewide by CH. The most senior employee in the same classification who responds with a CHP 220N to the

statewide advertisement by the cutoff date shall be selected for the position.

(f) Voluntary transfers are valid and binding unless a written request for cancellation is received within 15 calendar days of acceptance.

(g) Motor Carrier Specialist I Employees.

1 Transfers of MCS I employees are to field Divisions. An MCS I may request a transfer to a particular geographic location within a field Division, but management reserves the right to determine the geographic assignment.

2 All headquarters and Multidisciplinary Accident Investigation Team (MAIT) assignments are by administrative decision, and are not subject to the seniority transfer process.

3 Employees will be referred in seniority order for transfer to a field Division regardless of any locations specified on the CHP 220N.

4 A field Division Motor Carrier Safety Unit supervisor will contact the employee to offer the transfer location.

5 If the employee waives a transfer offer, the employee's CHP 220N will remain on file in CH for consideration for future vacancies to the selected command(s) for the remainder of the filing period or until cancelled. Refer to paragraph 4.b.

6 Voluntary transfers are valid and binding unless a written request for cancellation is received within 15 calendar days of acceptance.

(3) Bargaining Unit 12 Employees - Post and Bid Process. The transfer process for Bargaining Unit 12 employees is referred to as "Post and Bid."

(a) A notice of intent to fill a vacancy shall be advertised within the local work location for a minimum of seven calendar days. This allows interested Bargaining Unit 12 employees first opportunity to bid for the position.

1 The "local work location" is defined as a Commercial Vehicle Enforcement Facility, field Division, or headquarters office that employs Bargaining Unit 12 employees.

2 If the local work location is a Commercial Vehicle Enforcement Facility, the Post and Bid shall be in memorandum format and posted in the facility for seven calendar days. All other commands shall format the Post and Bid as a Communications Network (Comm-Net) message. Classification and Hiring will advertise the position for seven calendar days to all commands within the hiring command's Division.

3 Post and Bid messages shall include the following Equal Employment Opportunity nondiscrimination statement to inform applicants of their protected rights: The State of California is an equal opportunity employer to all, regardless of age, ancestry, color, disability (mental and physical), exercising the right to family care and medical leave, gender, gender expression, gender identity, genetic information, marital status, medical condition, military or veteran status, national origin, political affiliation, race, religious creed, sex (includes pregnancy, childbirth, breastfeeding and related medical conditions), and sexual orientation.

(b) Upon receipt of a CHP 220N, commands shall immediately ensure the following:

1 Date stamp the front of the CHP 220N.

2 Verify the CHP 220N was signed and dated by the applicant, the commander, and Division (if applicable) within the advertisement period.

3 Verify the CHP 220N was received within five business days after the final filing date.

4 After the fifth business day, the command shall e-mail their assigned CH analyst either acknowledging no CHP 220Ns were received, or provide, via PDF, all CHP 220Ns received during the advertisement period for the assigned CH analyst to determine seniority.

(c) Bargaining Unit 12 employees with the greatest amount of continuous local work location seniority in the classification shall be selected. The hiring command shall contact the employee via e-mail with a cc to the employee's supervisor.

(d) If there is no response from interested employees within the local work location, the assigned CH analyst will provide the names of all employees with a CHP 220N on file in seniority order via e-mail.

1 The most senior employee with a CHP 220N on file for that work location shall be selected. The hiring command shall contact the employee via e-mail with a cc to the employee's supervisor.

2 If an employee with a CHP 220N on file for that work location waives a transfer offer, the employee's CHP 220N will remain on file in CH for consideration for future vacancies to the selected command(s) for the remainder of the filing period or until cancelled. Refer to paragraph 4.b.

(e) If there are no transfer requests on file or if all employees waive, CH shall advertise the vacancy statewide.

(4) Bargaining Unit 15 Employees.

(a) When a command elects to fill a vacancy through a transfer, an employee with a CHP 220N on file shall be selected. If there is more than one employee with a CHP 220N on file for the same location, one of the top three employees with the greatest amount of Department service within the classification shall be selected after interviews have been formally conducted.

(b) If the employee waives a transfer offer, the employee's CHP 220N will remain on file in CH for consideration for future vacancies to the selected command(s) for the remainder of the filing period or until cancelled.

(5) Field Supervisory Positions. The following is in addition to the general transfer criteria for eligible excluded employees outlined in paragraph 3.a. For Public Safety Dispatch Supervisor (PSDS) II and MCS III employees, refer to paragraph 3.b.(6).

(a) Seniority transfers take priority over other hiring methods. Refer to paragraph 3.b.(5)(b).

(b) If there are no transfer requests on file or if all employees waive, the vacant position shall be advertised statewide by CH. The most senior employee in the same classification who responds with a CHP 220N to the statewide advertisement by the cutoff date shall be selected for the position.

EXCEPTION: For statewide advertisements the Office Services Supervisor I (Typing) and the Office Services Supervisor II (General) classifications are not subject to the seniority transfer process. Applicants for these classifications shall submit a STD. 678, Examination/Employment Application (Rev. 10/2013 or later), during the advertisement period.

(c) Exceptions to the seniority transfer process may be warranted for mandatory personnel actions; special skills, abilities, or aptitudes; or other compelling operational needs justified by the command.

(d) Requests for exception to the seniority transfer process must be submitted in writing through channels to the Assistant Commissioner, Field, for approval. Requests must include a complete justification of the need for exception.

(e) For additional provisions regarding administrative positions and transfers, refer to paragraph 3.e.

(6) Public Safety Dispatch Supervisor II and Motor Carrier Specialist III Employees and Positions.

(a) Vacant and newly budgeted PSDS II and MCS III positions shall be advertised statewide by CH. Interested eligibles shall submit a STD. 678 during the advertisement period.

(b) The hiring command shall interview and select the candidate or candidates determined most qualified for the position. The seniority process, as determined in HPM 10.3, Chapter 17, should be utilized in the event of a tie or should candidates be determined equally qualified by the hiring command.

c. **Related Employees.** For departmental policy and definitions of related employees, refer to HPM 10.3, Chapter 2, Nonuniformed Hiring and Appointments. For CHP 220N submissions, refer to paragraphs 4.a. and 4.a.(6)(c) for procedures.

d. **Limited Term Assignments.**

(1) An employee who is currently on a limited term assignment (LTA) and has prior permanent status in the classification is permitted to submit a CHP 220N (refer to paragraph 4.a.) during an open filing period while on an LTA.

(2) An LTA shall not take precedence over the seniority transfer process.

(3) At the conclusion of an LTA, the affected command will initiate a new hiring process. The command shall take the most senior employee in the classification with a CHP 220N on file to that location. If there are no transfer requests on file, the position shall be advertised statewide by CH. An employee on an LTA is eligible for the position only if the employee has permanent status in the classification and is the most senior responder.

(4) An employee on an LTA with no prior permanent status in the classification may not file a transfer request during the open filing period, nor be considered as eligible based on the advertisement of a position.

e. Administrative Positions and Transfers.

(1) Headquarters and Field Division. Unless excluded by collective bargaining unit agreements, transfers to headquarters and field Division positions are by administrative decision because special skill, knowledge, and experience is required, and the assignments can assist employees in achieving upward mobility or career goals. The seniority process, as determined in HPM 10.3, Chapter 17, should be utilized in the event of a tie or should candidates be determined equally qualified by the hiring command.

(a) The following positions are considered administrative: MCS Is assigned to headquarters and MAIT; MCS IIs assigned to headquarters; all MCS IIIs; Manager, Motor Carrier Safety Program; Public Safety Operators (PSO) and Public Safety Dispatchers (PSD) assigned to Communications Centers Support Section (CCSS) and Capitol Protection Section (CPS); PSDS Is assigned to CCSS and CPS; and all PSDS IIs.

(2) Mandatory Administrative Transfer. A 60-day advance written notice is required by Government Code (GC) Section 19994.1 for administrative transfers required by the Department where relocation of the employee is reasonably expected. The Department will utilize this 60-day advance written notice for transferring to and from administrative positions. The 60-day advance written notice requirement may be waived by the employee in writing. Unless the employee waives this right, the appropriate Commissioner shall provide the employee a written notice stating the reason(s) for the transfer 60 days prior to the effective date of the transfer.

(3) Voluntary Administrative Transfer. Employees who apply for positions which are filled by administrative decision are not automatically entitled to the 60-day advance notice provided in GC Section 19994.1. Such requests are not considered transfers required by the Department, but are considered voluntary transfers. Relocation expenses will be authorized in accordance with established policy.

(4) Post-Headquarters and Field Division Assignments. Post-headquarters and field Division assignments will be in accordance with civil service laws and rules, departmental policy, and collective bargaining unit agreements, **except** as noted for post-headquarters duration assignments. Refer to paragraph 3.f.(4).

(5) Managerial Relocation. Under the provisions of California Code of Regulations Section 599.676.1, managerial employees who are required to relocate upon initial promotion may receive a two-step salary increase upon movement to the higher classification. Refer to HPM 10.3, Chapter 6, Salaries, for guidelines.

f. Administrative Headquarters Duration Assignments - Public Safety Operators and Public Safety Dispatchers.

(1) General. Administrative headquarters duration assignments are temporary assignments of nonuniformed PSOs or PSDs to headquarters commands, including CCSS and CPS, both to enhance program operations through the application of field experience and for personal development of the employee. Selection of PSO or PSD personnel is by administrative decision because special skill, knowledge, and experience is required, and the assignments can assist employees in achieving upward mobility or career goals. The seniority process, as determined in HPM 10.3, Chapter 17, should be utilized in the event of a tie or should candidates be determined equally qualified by the hiring command.

(2) Transfers to Headquarters.

(a) The assignment of PSO or PSD personnel to headquarters positions is by administrative transfer. Relocation expenses will be authorized in accordance with established policy. Refer to HPM 11.1, Administrative Procedures Manual, Chapter 3, Relocation, for guidelines.

(b) The reporting date for the assignment will normally be negotiated between the selected employee, the employee's current supervisor, and the hiring supervisor in headquarters.

(3) Duration of Headquarters Assignments.

(a) The duration of headquarters assignments shall be limited in accordance with the provisions of this directive. The establishment of minimum and maximum assignment durations is in the best interest of all concerned for the following reasons:

1 Headquarters program operations directly or indirectly support field operations. Recent field experience enhances the effectiveness and efficiency with which this role can be carried out.

2 The value of field experience in headquarters commands erodes with an individual's prolonged absence from the field environment. Therefore, the duration of assignments is limited for the benefit of the various programs.

3 The specialized nature of staff work requires a learning period of approximately one year before an individual becomes fully proficient at performing the duties of the position. Therefore, the duration of assignments are normally made on a multiyear basis.

(b) The normal minimum duration of a headquarters assignment is 24 months. This requirement may be waived in unusual circumstances such as the abolishment of the position occupied by the individual, or the early termination of completing an assignment.

(c) The normal maximum duration of a headquarters assignment is 48 months. This may be extended by not more than 12 months, for a total of 60 months, by the involved headquarters Division commander based on program needs that preclude earlier replacement of the individual. All extensions of headquarters assignments beyond 60 months require the advance approval of the appropriate Commissioner.

(d) Advertisement. The advertisement for a vacant headquarters position shall indicate the duration of the assignment.

(e) Written Agreements for Headquarters Duration Assignments. The provisions of this directive shall be discussed with all PSO or PSD personnel during the selection process for all headquarters duration assignments. Upon final selection for the assignment, the hiring commander shall prepare a duration assignment agreement to be reviewed and signed by the selected employee. Refer to Annex B.

(4) Post-Headquarters Duration Assignments. Post-headquarters duration assignments will be in accordance with civil service laws and rules, departmental policy, and collective bargaining agreements, except as outlined below. Also, refer to paragraph 3.f.(5) for uncompleted assignments, and paragraph 3.f.(6) for employees who promote during assignment.

(a) Public Safety Operator and Public Safety Dispatcher. A PSO or PSD who has completed a specially allocated headquarters assignment in the PSO or PSD classification will be administratively transferred to the last permanent assignment regardless of the current seniority standing for that command or its position vacancies. Alternatively, upon request, the PSO or PSD will be administratively transferred to any field command with a current position vacancy for which the PSO or PSD has seniority-based transfer rights under the Bargaining Unit 7 Agreement and departmental policy. Refer to paragraph 3.e.(2).

(b) Public Safety Dispatch Supervisor I. A PSDS I who has completed a specially allocated headquarters assignment in the PSDS I classification will be administratively transferred to the last permanent assignment regardless of the current seniority standing for that command or its position vacancies. Alternatively, upon request, the PSDS I will be administratively transferred to any field command with a current position vacancy for which the PSDS I has seniority-based transfer rights in accordance with departmental policy. Refer to paragraph 3.e.(2).

(c) Public Safety Dispatch Supervisor II. A PSDS II who has completed a specially allocated headquarters assignment in the PSDS II classification will be administratively transferred to the last permanent assignment regardless of the current seniority standing for that command or its position vacancies. Refer to paragraph 3.e.(2).

(5) Incomplete Administrative Headquarters Duration Assignment. An employee who has not completed a specially allocated headquarters assignment and who elects to leave prior to the minimum duration of the assignment will not have a mandatory right of return to the last permanent assignment. The employee may apply for vacancies, and will have a permissive right back to the last permanent assignment or to any field command with a current position vacancy for which the employee has seniority-based transfer rights under the Bargaining Unit 7 Agreement and departmental policy.

(6) Employees Who Promote While on an Administrative Headquarters Duration Assignment. An administrative headquarters duration assignment is terminated when an employee promotes during the assignment, and the employee will not have a mandatory right back to the last permanent assignment. The employee will have a permissive right back to the last permanent assignment or to any field command with a current position vacancy for which the employee has seniority-based transfer rights under the Bargaining Unit 7 Agreement and departmental policy.

g. Hardship Transfers.

(1) General.

(a) A nonuniformed employee experiencing a verifiable hardship (e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code Section 297, family illness, serious health condition, injury or death of family member[s]) may submit a request to transfer to another geographical location to help alleviate the hardship.

(b) A transfer under this section shall be voluntary and any associated relocation costs shall be at the employee's expense. The provisions of this section are not subject to the grievance process or arbitration.

(2) Request for a Hardship Transfer.

(a) An employee requesting a hardship transfer must identify a vacancy in a comparable or lesser position (if a comparable position is not available) to which the employee is eligible for transfer, and that would alleviate the hardship condition.

(b) A memorandum shall be submitted by the employee to the current command with a full explanation of the hardship, consequences of staying in the current location, and the benefits expected in the requested location(s). The employee shall attach any supporting documents to the memorandum.

(c) The Department shall endeavor to reassign the employee to a comparable or lesser position (if a comparable position is not available) in the requested geographical location using the following guidelines.

1 Immediate commander shall:

a Verify the circumstances surrounding the request presented by the employee.

b Either approve or disapprove the request.

c If approved, prepare a recommendation and then forward the request to the appropriate command for transfer consideration.

d If disapproved, notify the employee in writing of the reason(s) for disapproval.

2 Commander of the requested location shall:

a Upon receipt of the request, contact SSES, CH, to confirm:

1/ Compliance with the bargaining unit contract agreement.

2/ Employee eligibility for transfer.

3/ Other options that may be available.

(d) Hardship Transfer to a Lower Classification. If the employee accepts a position in a lower paid classification, the Department shall endeavor to reinstate the employee to the former classification or a classification substantially the same when a vacant position becomes available.

h. Bilingual Staffing and Transfers to Bilingual Services Positions. Bilingual staffing and transfers to bilingual services positions are in accordance with collective bargaining unit agreements and shall comply with the criteria established by the Department as set forth in GO 10.7, Field and Headquarters Assignments and Transfers Uniformed Employees.

4. PROCEDURES.

a. CHP 220N, Request for Transfer - Nonuniformed.

(1) Employees shall prepare a CHP 220N for submission to their immediate commander. If desired, an extra copy may be made for the commander's files.

(2) The employee shall complete all applicable items in the top section of the CHP 220N above Section B.

(a) Represented employees are limited to two location choices unless otherwise specified by the employee's collective bargaining unit agreement.

(b) Bargaining Unit 12 employees shall submit a CHP 220N for each location requested. There is no limit on the number of location choices.

(c) Bargaining Unit 15 employees shall submit a CHP 220N for each location requested with a limit of four location choices.

(d) Excluded employees are limited to four location choices.

(3) Commanders are required to review and sign the employee's CHP 220N being submitted during an open filing period, or when the employee is applying directly for an advertised position.

(4) Open Filing Periods - Represented Employees.

(a) Transfer requests from represented employees will be accepted in accordance with the 30-day open filing periods provided in collective bargaining unit agreements and will be announced in advance by Comm-Net message.

(b) Transfer requests from represented employees shall not be carried over from one filing period to the next. Transfer requests will be accepted only during open filing periods and will not be accepted or processed at other times. This does not prohibit an eligible employee from submitting a CHP 220N during the advertisement period for a vacant position.

(5) Open Filing Periods - Excluded Employees.

(a) Transfer requests from excluded employees will be accepted in February and August of each year and will be announced in advance by Comm-Net message.

(b) Transfer requests from excluded employees shall not be carried over from one filing period to the next. Transfer requests may be submitted only during open filing periods and will not be accepted or processed at other times. This does not prohibit an eligible employee from submitting a CHP 220N during the advertisement period for a vacant position. For probationary employees, refer to paragraph 3.a.(2)(c), and for PSDS II and MCS III employees, refer to paragraph 3.b.(6).

(6) Immediate commander shall:

(a) Verify that the employee is not on interim reporting. Refer to paragraph 3.a.(1).

(b) If the employee is on probation, determine the employee's eligibility for voluntary transfer while on probation (refer to paragraph 3.a.[2] for represented and excluded employees), and verify the employee is performing at a satisfactory level.

(c) Process for Related Employees. When an employee indicates on the CHP 220N there is a relationship to a supervisor, commander, or subordinate in a requested location, the following procedures shall apply:

1 The originating command shall route the request to the respective Division for review. If approved, the Division will then forward the CHP 220N to the Division location being requested by the employee for a final review and approval.

2 If the requested Division approves the CHP 220N, the same Division will forward the CHP 220N directly to CH, via the appropriate e-mail address, for processing and acknowledgment. Refer to paragraph 4.a.(7).

3 Classification and Hiring will maintain an approved request. If and when the transfer is to occur, CH will contact the requesting command to ensure that conditions have not changed since the request was approved (e.g., size of command, supervisory staffing levels).

4 If the request is denied, the requested Division will return the CHP 220N to the originating Division to notify the employee through the command. If the CHP 220N is returned to the employee disapproved, the employee may appeal through the complaint process.

(d) If approved, the CHP 220N shall be submitted via e-mail directly to CH, via the appropriate e-mail address, for processing and acknowledgment. Refer to paragraph 4.a.(7). For excluded employees, a copy should also be forwarded to Division. Refer to paragraph 4.a.(6)(c) for related employees.

(e) If disapproved, the request shall be forwarded to Division for review. If Division concurs with the disapproval, the request will be returned to the commander to notify the employee. If Division does not concur, the request shall be returned to the commander for the action directed.

(7) Submission of the CHP 220N, Request for Transfer – Nonuniformed, During Open Filing Periods. The approved CHP 220N shall be submitted via e-mail directly to CH.

(a) Represented employees in Bargaining Unit 12:

CHP-Form220N-BU12-Openfiling@chp.ca.gov.

(b) Represented employees in Bargaining Units 7 and 15, and field nonrepresented employees (except PSDS II and MCS III employees):

CHP-Form220N-Nonuniformed-Openfiling@chp.ca.gov.

(8) Upon receipt of the CHP 220N, the CH transfer coordinator will:

- (a) Verify the eligibility of the employee requesting the transfer, and ensure the information on the CHP 220N is accurate and complete.
- (b) Indicate the employee's current standing for the location(s) requested based on seniority.
- (c) Complete Section D of the CHP 220N and acknowledge receipt of the approved request to the employee through the employee's immediate commander.
- (d) Maintain the approved CHP 220N for future vacancies.
- (e) Return the following CHP 220N requests without processing:
 - 1 Any requests received outside of the date specified on the Comm-Net message.
 - 2 All requests that do not have the required approval signatures.
 - 3 All requests that are not dated, or that are dated outside of the open filing period specified on the Comm-Net message.
 - 4 Fax copies of the CHP 220N.
- (f) When a vacancy occurs, the assigned CH analyst will provide the names of all employees with a CHP 220N on file in order of seniority via e-mail. The hiring command shall contact the employees via e-mail with a cc to each employee's supervisor.
- (g) When two or more employees request transfer to the same location and have the same departmental seniority in the classification, the tie will be broken in accordance with the appropriate collective bargaining unit agreement and the provisions of HPM 10.3, Chapter 17.

b. Cancellations.

- (1) Requests on file will be cancelled when:
 - (a) Transfer to one of the requested locations is effected.
 - (b) The employee accepts appointment to another classification.
 - (c) The employee cancels the request.
 - (d) The employee waives a transfer to a requested location. (This excludes MCS I and Bargaining Unit 12 employees.)

(e) The next open filing period for employees is closed.

(2) To cancel a request for transfer on file, the employee shall send an e-mail notifying the designated CH transfer coordinator of the decision, with a cc to the employee's commander.

(3) Requests for cancellation must be received in CH prior to any action commencing to fill a position in the requested location(s).

(4) Receipt of a cancellation request will be acknowledged by CH via a return e-mail to both the employee and the employee's commander.

c. Résumés.

(1) Résumés may be solicited for positions requiring specialized skills, knowledge, or abilities, and for positions that afford upward mobility or career opportunities to employees.

(2) If a résumé is requested along with a STD. 678, both shall be submitted through command channels to the appropriate headquarters office for headquarters and Academy assignments, or to the appropriate field Division for field Division assignments. Each command shall comment on the employee's suitability for the assignment requested prior to forwarding to the appropriate headquarters office or field Division.

(3) Résumés are to include the following:

(a) Name, identification number, position classification, current location of assignment, and date of assignment to that location.

(b) The position and location being requested.

(c) Educational achievements, pertinent training received, and/or individual specialized skills, knowledge, and abilities.

(d) Prior work experience.

(e) If the résumé is being submitted for a staff position, examples of completed staff work performed in the course of assigned duties should be attached. If examples of completed staff work are not available, include papers or reports submitted to educational institutions as part of course work requirements.

(4) The appropriate headquarters office or field Division will acknowledge receipt to the employee through the commander at the employee's current location.

d. Effective Date of Transfer.

(1) The effective date of a transfer shall be determined by the commanders involved. The commander of the location to which the employee will transfer shall notify CH of the date agreed upon.

(2) Transfers shall be effective within 30 calendar days of the receiving commander's request unless a later date is agreed upon by all concerned.

OFFICE OF THE COMMISSIONER

ANNEXES A, B

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ANNEX A

DEFINITION OF TERMS

1. Employee. For the purpose of this General Order, the term "employee" means nonuniformed personnel.
 - a. Excluded Employee. An employee designated managerial, supervisory, or confidential under the Ralph C. Dills Act (commonly referred to as the "Dills Act").
 - b. Represented Employee. An employee represented by a collective bargaining unit under the provisions of the Dills Act.

2. Relocation Expenses. The granting of relocation expenses is outlined in Highway Patrol Manual 11.1, Administrative Procedures Manual, Chapter 3, Relocation. Relocation at the employee's request is primarily for the benefit of the employee and is not reimbursed.

3. Administrative Positions. Administrative positions are assigned to field Divisions and headquarters only. They require written and oral communication skills for the preparation of staff studies and involve administrative duties; development of projects and programs; interpretation of laws, rules, and governmental regulations; and performance of other duties which may be assigned.

EXCEPTION: Capitol Protection Section is considered a headquarters command under this definition.

4. Transfers. Transfers may be either administrative or voluntary.
 - a. Administrative Transfer. Administrative transfer occurs when an employee is transferred at management discretion.
 - b. Voluntary Transfer. Voluntary transfer occurs when an employee is transferred at the employee's request to a location of the employee's choice.
 - c. Mutual Transfer. Mutual transfer occurs when two employees desire to transfer or exchange positions between command locations.

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ANNEX B

SAMPLE MEMORANDUM CONFIRMING HEADQUARTERS DURATION ASSIGNMENT AGREEMENT

State of California

Transportation Agency

Memorandum

Date:

To:

From: DEPARTMENT OF CALIFORNIA HIGHWAY PATROL (Location Name)

File No.:

Subject: HEADQUARTERS DURATION ASSIGNMENT AGREEMENT

This will confirm our verbal agreement concerning your assignment to (location name) effective (date). The duty statement describing your assignment is attached.

As agreed, your assignment is expected to be for a period of _____. However, it may be extended or terminated early, according to the needs of the Department.

At the conclusion of your assignment, you will be reassigned to a field command in accordance with civil service laws and rules, departmental policy, and bargaining unit contracts as outlined in General Order (GO) 10.6, Field and Headquarters Assignments and Transfers Nonuniformed Employees.

Relocation expenses will be paid in accordance with Highway Patrol Manual 11.1, Administrative Procedures Manual, when administratively assigned to and from (location name). However, if the assignment is vacated by a voluntary transfer request prior to the completion of your tour of duty, relocation expenses will not be allowed.

These conditions of assignment are consistent with the provisions of GO 10.6 and are reiterated here so that you will be aware of these particular conditions in accepting transfer and assignment to (location name).

It is a pleasure to welcome you to (location name). It is hoped that this assignment will prove to be a rewarding and successful experience in your career.

Chief/Commander Division or Section

Attachment

I have read the above _____ Date _____

Safety, Service, and Security CHP 51 (Rev. 08/2013) OPI 078



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