

## ARTICLE 17 SENIORITY, VACANCIES and TRANSFERS

### A. Seniority

1. Seniority, as used in this Agreement unless otherwise specifically stated, shall mean an employee's total length of continuous service with the District in a bargaining unit position since their original date of service without a break in service. All authorized leave shall be considered as continuous employment for the purpose of computing seniority. An employee shall lose all seniority credit in the event of voluntary or involuntary ~~termination~~ separation from employment. An employee who is laid off and who is subsequently reinstated, shall have their full seniority earned prior to layoff restored, but shall not earn seniority during their layoff status.
2. Seniority within job classification shall mean an employee's total length of continuous service in a designated job classification since their date of appointment to that job classification.
3. If an employee voluntarily separates from their District employment for any reason besides retirement but is rehired as a regular District employee within 15 ~~(fifteen)~~ business days, including recess periods or winter and spring breaks, then there shall be no break in service as it relates to their original seniority date.

### B. Job Openings Notifications

1. The District will post job opening notices that are accessible via the District web site.

### C. Vacancies

1. Vacant positions need not be posted when:
  - a. The position to be filled is by an employee, who is unassigned, or an employee returning from a leave of absence, or an employee having recall rights from layoff.
  - b. The position is less than three hours.
  - c. The vacancy is to be filled by an administratively initiated transfer of an employee in accordance with Section E of this Article.
  - d. The vacancy is to be filled by the employee who had been bumped from that position.
2. When a bargaining unit vacancy of more than three ~~(3)~~ hours occurs within the District, any bargaining unit member may apply for the open position. The District and the Association agree to support the concept of "first consideration" so that currently employed Education Support Professional personnel have the opportunity to change their position as vacancies arise. In fulfilling the concept of first consideration, the District will fill vacancies in the following manner:
  - a. District officials will interview a minimum of three ~~(3)~~ qualified in-District applicants for each position, if that many have applied. In-District applicants invited to participate in a video interview may request and will receive an in-person interview if preferred by

the applicant. Requests will be submitted to the hiring supervisor.

3. When a bargaining unit vacancy of three (3) hours or less occurs, the position may be assigned as a temporary position for that school year only, to an employee within that building/department without going through the normal recruitment process.
4. The District retains the sole right to determine the person selected to fill a ~~bargaining unit~~ vacancy and its decision shall not be subject to arbitration.
5. Job ~~opening notifications~~ postings shall state job title, minimum job responsibilities, qualifications, pay range and building location. In the custodial department, building location will be tentative. Custodial employees seeking a lateral change in assignment may communicate the request in writing to the supervisor. No assignments will be made without first consulting the list of those requesting transfers to the work site in question. Custodians will not be involuntarily transferred to another work site or work shift unless the District deems there are good and sufficient reasons.
6. In the event an employee is not selected ~~to fill a vacancy~~, the District, upon employee request, shall furnish the employee with the reason(s) ~~the employee was not selected for the denial~~.
7. An employee not hired for a position for which they have applied shall receive a notice the position has been filled.

#### D. Voluntary Transfers

An employee who has completed their initial probationary period may initiate a request for a voluntary transfer to another position by filing an application for the vacancy.

#### E. Involuntary Transfers

1. To meet the operational needs of the District, the District has the right to reassign employees as necessary.
2. When possible, the District will request volunteers for transfer prior to involuntary transfer. Volunteers may be restricted to specific job classifications, assignments, FTE levels, or other criteria, as determined by the District.
  - a. If volunteers are requested, the most senior qualified volunteer who meets all the position requirements will be selected first.
3. Notice will be given to a staff member identified for transfer as soon as reasonably possible.
4. A staff member identified for transfer may request to discuss the reason(s) for the transfer with ~~the Executive Director of Human Resources or their designee~~ their supervisor.
5. To ensure a safe and efficient transition, employees who are involuntarily transferred will be given an orientation to their new worksite by their supervisor or designee.

#### F. Probationary Period

All Probationary Employees - The parties recognize that the six ~~(6)~~-month probationary period is an integral part of the employee selection process and provides the District with the opportunity to upgrade and improve operations by observing an employee's work, training, and aiding employees in adjustment to their positions, and by providing an opportunity to reject any employee whose work performance fails to meet required work standards.

1. New Hire Probationary Employees - Every new employee hired into the bargaining unit shall serve a probationary period of six ~~(6)~~-months. The District has the right to terminate new employees on a probationary status after written notice that shall give reason(s) for the decision to terminate.
2. Current Employees Hired into a Different Classification - Employees hired into a different classification shall serve a probationary period of three ~~(3)~~-months in the new classification. During this period the employee shall remain a member of the bargaining unit with all the rights and privileges of ~~the bargaining unit this agreement~~. The Association also recognizes the right of the District to return an employee on probationary status in a different classification to their previous position or classification if, in the District's judgment, their work performance fails to meet required work standards or the employee requests that they be returned to their former position or classification. The District will notify an employee whose job performance is unsatisfactory and give the employee an opportunity to improve their performance before removing the employee from the probationary position.
3. The probationary periods in Sections 17.F.(1) and F.(2) of this Article do not accumulate if the employee does not work during the summer break (June through August), spring break, or the winter break (December-January).
- 1.
4. Probationary employees who utilize protected leave [FMLA, OFLA, Paid Family Medical Leave Insurance (PFMLI) Paid Leave Oregon (PLO)] during their probationary period will have their probationary period extended by the amount of time the employee is on leave.
- 2.
- 3.5. An employee who has not completed their initial probationary period does not have voluntary transfer rights under this Article or layoff/recall rights under Article 18.

[MOVED FROM ARTICLE {1}, SECTION {D}]