

## **ARTICLE 11**

### **JOB VACANCIES POSTING AND REASSIGNMENT**

#### **A. JOB VACANCIES**

1. A position vacancy occurs when a position covered by this Agreement becomes vacant as a result of a bargaining unit employee's retirement, resignation, or other form of separation, or the creation of a new bargaining unit position.
2. The University may fill bargaining unit vacancies either by selecting from internal bidders, reassigning of personnel, or hiring new applicants. Recruitment and hiring activities are subject to policy guidelines and affirmative action requirements.
3. When a bargaining unit vacancy is to be filled with an internal bidder, selection shall be based on seniority among those bidding employees whose abilities and qualifications (per this Article A. 4.) meet the position's posted requirements. Selection of apprentice positions shall be in accordance with Article 26, MAP.
4. Abilities and qualifications of applicants for any vacant position shall be defined as the experience, knowledge, and job-related skills demonstrated by the employee in previous job assignments and/or the satisfactory completion of tests necessary to determine the experience, knowledge, and skill of the applicant.
5. If no internal candidate is qualified as defined in this Article, Section (A) (4), the University may hire a new employee.
6. If not filled on a temporary basis (per this Article B. 2. a.), approved vacancies will be posted within 30 calendar days of the University's decision to fill the vacancy unless otherwise agreed to by the Union and the University.

#### **B. POSTING**

1. When an approved vacancy is to be filled, the vacancy shall be posted on the University's website for a period of five (5) working days (excluding the day of posting). The membership shall be notified of the posting through e-mail. The Unit Vice President will be advised of the posting by e-mail prior to the membership notification.
2. Exception to the posting requirement shall be made in the following cases:
  - a. Positions of a temporary nature (less than 180 calendar days); or,
  - b. Position is considered intermittent, seasonal, or casual; or,
  - c. Movement of existing employees is required as a result of internal realignment, force adjustment, or changes in existing employee position responsibilities, including those changes pursuant to Article 20, Reduction in Force, or
  - d. Instances of unit or departmental reorganization that involves the reduction or elimination of a vacated bargaining unit position in which job tasks are reallocated to existing staff within the same department, regardless of the employee grade, with notification to the CWA Local Union Official.
3. All current full-time non-probationary employees may have one successful lateral or down-grade bid within a twelve month period but may bid on higher-graded positions within this time period. All current full-time non-probationary employees who have had a successful bid to a higher-

graded position will remain in the position for at least twelve (12) months. The twelve-month bid restriction from a higher-graded position may be waived by management. Full-time non-probationary employees may bid on a vacancy by complying with paragraph B. 1 of this Article within the five (5) working day posting period. The employee response to a job offer must be given within forty-eight (48) hours of such offer, excluding weekends and holidays.

4. Part-time non-probationary employees may bid on a vacancy in the same manner and under the same conditions after completion of one (1) year of continuous part-time service. The one-year part-time service must be completed as of the closing date of the bid.
5. A bargaining unit member who is absent during the period of posting due to vacation, illness, leave of absence, or layoff, may make application for the posted position at any time during his/her absence or upon his/her return and will be considered, provided an applicant has not been selected and notified.
6. The University shall be responsible for the screening, interviewing, and testing of all candidates for such vacancies. All tests necessary to meet the minimum requirements of a position will be identified on the posting and will be scheduled for qualified internal bidders after the posting closing date by Human Resources.
7. Voluntary Testing
  - a. The University will schedule one voluntary testing per semester (that may not coincide with a posting) for employees. Passing test scores will remain valid for thirty-six (36) months and can be applied to a test requirement established by a posting during that period.
  - b. If the employee does not pass the test and an alternate test is available s/he may take the alternate test when next offered. If an alternate test is not available, the employee may retake the test after six (6) months from the date of the original test (this restriction does not apply for testing that is required by an open bid).
  - c. Testing will include valid measurements of aptitude, knowledge, skills, and abilities, including the simulation of key job functions as required by the job posting.
8. When a vacancy is filled in accordance with this Article, the University will notify all candidates of the candidate selected.
9. If an existing part-time position is changed to full-time status within twelve (12) months of being filled either internally or externally, it will be posted according to the provision of this Article. If such position is changed to full-time after twelve (12) months, the University may, at its discretion, retain the existing employee or post the full-time position.

## **C. TEMPORARY ASSIGNMENT**

Temporary assignment of existing employees.

1. When an approved vacancy exists in accordance with this Article (A) (1), the University may elect to temporarily assign a bargaining unit employee to the vacancy in order to assure continued job coverage.
2. When temporary assignments for emergency or short-term staffing shortages are made, the University may seek volunteers within the department. If no volunteers are qualified, the University may assign the least senior employee considered qualified to perform the job duties.
3. When Human Resources officially assigns an employee to a higher temporary classification in which the performance of the full scope of the higher classification is required, the University

shall pay the employee from the date of assignment, the greater of either a four (4) percent increase, or the pay grade minimum of the assigned position. Such temporary assignments shall not exceed ten (10) weeks unless the temporary assignment is to provide coverage for the duration of an employee's approved leave of absence and is mutually agreed to by the Union and the University. The University will notify the Local Union Official prior to such temporary assignment.

#### **D. PERMANENT REASSIGNMENT**

1. The University may reassign a bargaining unit member from one job assignment or work area to another, within or between departments or work shifts.
2. In cases of permanent reassignment under this Section, the University will consider the seniority of the bargaining unit member provided qualifications are sufficient for the performance of the required work assignment.