

## ARTICLE XX HIRING, PROMOTIONS, AND TRANSFERS

XX.1 Filling Positions. The University will determine when a position will be filled, the appropriate type of appointment to be used when filling the position, and the training, certification(s), security clearances, skills, abilities, and other requirements necessary to perform the duties of the specific position within a job classification. The University can fill a position on a full-time or part-time basis. It is the intent of the Employer to fill vacancies as soon as possible within budgetary limitations and where replacements are needed. The Employer will make the application process, necessary submittals, and the essential skills of the vacant position clear to prospective applicants. Volunteers will not fill vacant bargaining unit positions.

XX.2 Core Duties and Other Assignments.

Except as otherwise provided in this Agreement, duties assigned to an employee shall be consistent with the overall class concept of the employee's job classification.

- A. Temporary Appointment to a Higher Position. The employing official may temporarily assign an employee the duties and responsibilities of a higher-level class for up to one (1) year. Such appointments shall be made in increments of no more than six (6) months.
- B. The employee shall be paid at least a fourteen percent (14%) increase over the present salary. Such increase shall be effective the first day of the assignment when approved.

XX.3 Promotions/Transfers

- A. Policy. It is the policy of the University to encourage job advancement and promote from within. It is the responsibility of each employee seeking promotion or transfer to provide the Employer with complete information regarding the employee's skills and qualifications relative to the position sought. The Employer will make the application process, necessary submittals and the essential skills of the vacant position clear to prospective applicants. All employees will be informed of the processes and steps necessary for advancement. This may be done as part of the annual performance evaluation.

Definitions.

- a. For the purpose of this Article the following definitions apply to open competitive recruitment:
  - i. Promotion via application – Movement to a position in a job class with a higher salary range minimum that requires a competitive

application process.

- ii. Transfer - Movement to a new position in the same classification.
- iii. Voluntary Demotion - Movement to a position with a lower salary minimum. This article does not apply to employees who demote as the result of corrective action.

B. The Employer will determine if applicants possess the essential skills required of the position. Essential skills are the minimum qualifications listed in the job description for the classification and any specific position requirements. In accordance with applicable law, affirmative action goals will be considered when filling vacancies.

~~C. Applicants from within the bargaining unit determined not to possess the essential skills for the vacant position may seek a non-grievable review of the assessment through the Human Resources Office. Applicants from the bargaining unit who are interviewed but are not offered the position may request an explanation, written or oral, as to why the position was not offered.~~

~~D. There will be no formal requirement for time spent in a given position before an employee changes positions through promotion via review, promotion via application, transfer, lateral, or voluntary demotion.~~

~~E. There will be no restrictions on the number of employees recommended for promotion.~~

#### XX.4 Movement Between Positions:

Employees who promote, transfer, or voluntarily demote into positions covered by this agreement, shall serve a Trial Service Period of six (6) weeks. Paid or unpaid leave taken during the ~~six (6) month~~ Trial Service Period shall extend the length of the Trial Service Period on a day-for-a-day basis for any day(s) that the employee takes paid time off, unpaid time off, or shared leave, except for time off taken for military service. Either the Employer or the employee may end the appointment by providing notice. During the first month of the Trial Service Period, employees have preemptive rights to their former position. After the first month but during remainder of trial service, employees who are not staying in the new position shall have the option to revert to their former position if it is still vacant or be placed on the rehire list.

XX.5 Employees shall receive reasonable paid release time for job interviews (which may include sitting for an examination) at the University. Such time must be approved in advance by the supervisor subject to unit staffing needs and funding restrictions. Employees may also utilize vacation time off, compensatory time, or personal holiday.