

ARTICLE 18 PROMOTIONS AND TRANSFERS

Section 1 – Vacancies.

- A. A vacancy shall be defined as a newly created bargaining unit position or a position that has been vacated by an employee, provided the position has not been eliminated.
- B. Whenever a vacancy occurs, a notice of the vacancy shall be posted to the district's on-line application. For the first two (2) days of the posting, the vacancy will only be visible to current employees through their individual online application account. The notice shall include the following information: job title, a link to the job description, pay grade, work site location, name of supervisor and qualifications for the job (based on the job description), and deadline for submitting an application for the vacant position. The notice shall be posted for to the district's Intranet and Internet at least four (4) workdays with the same information listed above. While the interviewing process may begin prior to the deadline for submitting applications, a candidate shall not be hired until such deadline has passed.
- C. To apply for a vacancy, current District employees shall complete the current employee application located on the application system of the Lake County School website. The five senior District employees who apply and who are qualified will be interviewed.

Section 2 – Selection.

- A. The Board shall give preference to applicants from within the school system provided such applicants meet the advertised qualifications including proper skills and abilities. The Board retains the right to solicit outside applicants and to determine whether or not any applicant is qualified for the job advertised.
- B. In selecting the successful candidate from among equally qualified School District employees, the employee with the greatest district-wide seniority shall be selected to fill the vacancy.
- C. Employees who are not selected shall have the right to discuss the reasons for their non-selection with the Board representative who made the decision, and shall have the right to the presence of a Union steward at such meeting. Also, every interviewed applicant will be notified even if they are not selected.

Section 3 – Promotions, ~~Demotions~~ Transfers, and Transfers Demotions.

- A. Definitions:

A promotion shall be defined as the movement of an employee from one job classification to another job classification that carries a higher pay grade.

A lateral transfer shall be defined as the movement of an employee to a different job classification with the same pay grade and/or the movement of an employee within the same job classification and pay grade to a vacancy at a different work location.

Involuntary transfer shall be defined, for example, as changes due to staffing models, reorganization, allocations, and reduction in force.

Demotion shall be defined as the movement of an employee to a lower pay grade due to disciplinary action.

~~A. Employees promoted to a position in a higher job classification covered by this Agreement shall immediately have their current base rate of pay increased based upon the percent difference between the midpoints of the current and the newly assigned pay grade as follows.~~

B. ~~If any~~ An employee ~~who~~ is promoted or ~~transfers~~~~red~~ to a position represented on the same pay table higher pay grade they will move laterally across the pay table to determine the new wage rate. Under no circumstance will the employee's promotional base rate of pay exceed the new pay grade maximum.

If any employee is promoted or transfers from a position on the traditional classified pay table to a position on the specialized pay table, their current pay rate will be increased by 3% to establish an hourly rate. Placement on the specialized pay scale will be at the nearest index greater than the calculated 3% increase to establish their new hourly rate. Under no circumstance will the employee's promotional base pay rate exceed the new pay grade maximum.

C. If any employee is demoted to a position represented on the same pay table during the school year, the employee's salary shall remain the same for the remainder of the contract year. To determine the new wage rate for the following year, the employee will move laterally on the pay table to the lower pay grade. If the demoted employee's salary is higher than the maximum rate of the pay grade into which he is moving, the employee's new wage rate will be the maximum of the new pay grade.


If any employee is demoted or transfers from a position on the specialized pay table to a position on the traditional classified pay table, they will be placed on the appropriate index. Placement on the traditional pay scale will be as prescribed below.

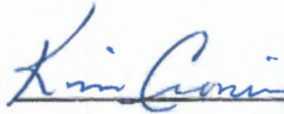
1. Identify the index on the traditional table that the employee left.

2. Apply any applicable compensation increases through prior negotiations.

D. F. In cases in which an employee voluntarily accepts a job whether during the school year or during the summer-time employment period at a lower pay classification, the employee's new wage rate shall be calculated as provided for in Subsection C in Section 3 – Promotions, Demotions and Transfers.

E. G. Seniority, as defined in ARTICLE 20 of this *Agreement*, shall be used to determine the new wage rate of an employee who moves to a job classification that changes his/her pay grade. Seniority shall be the employee's length of continuous service in the school district. Seniority shall be district-wide.

 8-25-23
For the Board

 8-28-23
For SEIU