

ARTICLE VII. ASSIGNMENT OF WORK

SECTION A. Vacancies

Vacant positions, as well as substitute or temporary positions lasting longer than sixty (60) calendar days, shall first be offered to employees with the same job category or higher in order of seniority. Upon request, the employee may take up to twenty-four (24) hours to respond after being offered a vacant position. Employees with discipline letters within the last twelve (12) months in their file shall not be eligible for filling vacant positions. All vacancies which remain after this process has been completed shall be filled in the following manner:

- a. All vacancies will be posted in the employee's place of work except for summer postings. During summer months a notice of vacancy shall be sent to each member of the bargaining unit who has submitted a self-addressed stamped envelope to be used for notice during the summer months. A copy of all postings will also be sent to the Union President.
- b. Temporary positions lasting longer than sixty (60) consecutive days shall be posted.
- c. A vacancy will be posted for a period of five (5) working days with job description, expected building, expected work schedule, and hourly rate of pay.
- d. Seniority shall be the determining factor for filling vacancies when qualifications are substantially equal.
- e. If the senior applicants are not named to the vacancy the Employer will provide the employee, upon his/her written request, the rationale for the selection in writing.
- f. Employees must apply to be considered for posted vacancies.
- g. The District will fill vacancies within twenty (20) working days after closing of the posting, unless the posting is withdrawn or the District determines the need to continue to advertise for qualified applicants.
- h. Interviews will be normally administered to all applicant finalists for any posted vacancy.
- i. Within 20 working days of receiving a written request from the union president, the employer shall inform the union president in writing of the status of a posting or position potentially available due to retirement, termination, non-renewal, voluntary quit, assignment or reassignment.

SECTION B. Promotions

1. Employees promoted to a higher paying job description/custodial grade shall be given a trial period of sixty (60) working days. If, in the opinion of the immediate supervisor, his/her work is not satisfactory during this trial period, the employee shall return to his/her

former job description/custodial grade. A copy of this opinion must be forwarded to the local Union President.

2. If, during the trial period, the employee determines that he/she is unsuitable for the job, the employee may request return to his/her former position.
3. An employee who returns to his or her former job description is not precluded from applying for a promotion to a higher paying job description in the future.

SECTION C. Transfers

1. A transfer is an assignment or reassignment to a different building, or job description/custodial grade.
2. A voluntary transfer shall be made when it is in the best interest of the Employer and agreed to by the employee.
3. An involuntary transfer shall be made when it is in the best interest of the Employer. The Employer shall give the employee being transferred five (5) working days written notice before date of involuntary transfer and a copy of such notice shall be sent to the Union President.
4. An employee involuntarily transferred to another job description/custodial grade shall receive, from date of transfer, the hourly rate for the job description/custodial grade, except that no such employee shall be making less than the hourly rate of the job description/custodial grade from which he/she was transferred.
5. If an employee is voluntarily transferred to another job description/custodial grade, or is given additional time in another job description under ARTICLE VII, SECTION E, then ARTICLE VIII, SECTION A and B control the hourly rate of pay.
6. A change in assignment due to a reduction in force under Article XIII is not an involuntary transfer under this section.

SECTION D. Transportation Assignments

1. Regularly-scheduled bus routes shall be offered for bid prior to each school year on a seniority basis.
2. The driver trainer premium on Appendix A shall be paid to regular bus drivers who are certified driver trainers when such persons are providing training as assigned by the Transportation supervisor.

SECTION E. Additional Time

1. Except as otherwise provided in this Agreement, day-to-day additional work outside the regularly assigned shift (including overtime) shall be offered to qualified employees on the

basis of seniority within the building, except as otherwise addressed in this Agreement. During the summer (between school years) additional time expected to last greater than ten(10) days will be offered to qualified employees on the basis of seniority district-wide. Employees desiring to work extra hours in the summer will fill out a summer work application indicating the type of work desired, availability and ability to meet the qualifications of the work. Employees who would not be in overtime will be given preference for this work. Except when not practical, the immediate supervisor and/or foreman will notify the employee involved twenty-four (24) hours in advance of this additional work. If all employees offered the additional work decline the opportunity, the supervisor may assign single day work to the least senior qualified employee or hire a qualified temporary employee.

2. The District shall maintain a rotating list for Child Nutrition Service employees who volunteer for catering work outside of regular work hours in order of seniority (District-wide). Employees who would not be in overtime will be given preference for this work.
3. When any Child Nutrition Service kitchen is used for any activity, banquet or special party, at least one Child Nutrition Service department employee from Local 925 shall be on duty while the Child Nutrition Service kitchen is in use; this includes kitchen cleaning time. Use of a school building shall not include the use of the stadium or outside restrooms or other incidental use of the building space.
4. There shall be a minimum of two (2) hours for any call to report to work not consecutive with assigned time.
5. When any district building is used for any non-school sponsored activity, at least one custodial employee from that building shall be on duty while the district building is in use; this includes clean-up time.
6. When any district building is used for district-sponsored activities, a custodian will report to his/her building one-half hour before the end of such activity provided that the employee has received prior approval of his/her supervisor. Use of a district building shall not include the use of the stadium or outside restrooms or other incidental use of the building space.
7. Employees assigned additional time to support a user group may be expected to perform other reasonable duties as assigned.
8. On a school day:
 - a. If a head custodian is absent, the second custodian within the building will first be offered to be temporarily transferred to this position.
 - b. If the second custodian is absent, the most senior custodian in the building will first be offered to be temporarily transferred to this position.
 - c. A substitute may be called for the lowest custodial position in the building.

