

## **ARTICLE VI - PROBATION - SENIORITY - TERMINATION**

### **Section 1**

Employees shall be placed in appropriate classification for the purpose of application of rate of wages.

New employees, defined for purposes of this article as individuals who are not employed in Facility Services and Receiving bargaining unit positions, are subject to a ninety (90) calendar day probationary period. Time spent by a probationary employee in training outside of or away from the College shall not apply to the satisfaction of the ninety (90) calendar day period. If an employee is on any authorized unpaid leave during the probationary period, the probationary period may, at the employer's discretion, be extended for a time equal to the time off on leave. In addition, if circumstances warrant, the probationary period may be extended by the College for an additional forty-five (45) calendar days. During said probationary period, the employee shall demonstrate ability and demeanor satisfactory to the employer. During the probationary period the Board may release such employee at its sole discretion without giving rise to grievance. No employee shall acquire seniority rights until the probationary period shall be completed. If the employee remains in the employ of the Board beyond that time the employee shall have seniority dated from the first day of employment.

For purposes of computing seniority, a partial day worked shall be considered a full day. If more than one employee is hired on any one day and no determination can be made as to who is senior, the determination shall be made by lot.

Employees hired into one of the classifications covered under this agreement who have continuous prior employment in another position within the College shall have the total of such continuous employment counted for purpose of vacation and sick leave accrual.

Probationary employees shall receive pay for applicable holidays at the successful conclusion of their probationary period. Full-time employees shall receive sick pay, vacation and personal leave accrual retroactively at the end of their successful conclusion of the probationary period.

The department of Human Resources shall on a quarterly basis create and remit to the steward a report covering the activities of the Facility Services & Receiving department concerning new hires by date, probation conclusion or extension of new hires and the termination date of any employees covered by this agreement (see Appendix C).

### **Section 2**

Two kinds of seniority are recognized by this agreement.

- A. General seniority starts from the date of original or most recent entry into the bargaining unit.
- B. Classification seniority starts from the date of most recent entry into a classification covered by this agreement.

Seniority shall terminate under any of the following conditions:

1. Resignation
2. Discharge for just cause
3. Acceptance of a pension due to service with the Board
4. Failure to return from an authorized leave
5. Failure to return from lay-off within prescribed time

### Section 3

When any opening occurs, positions will be posted in a prominent place on a bulletin board. Positions will be posted for a minimum of four (4) working days. Any employee applying for a position must do so in writing. Notice of opening will include job description and salary level of the position to be filled.

### Section 4

Full-time member of bargaining unit who has completed probation and is eligible for paid time off from a classification taking promotion to another classification shall begin an additional thirty (30) calendar day probationary period beginning with the first day. If during the thirty (30) calendar day probationary period said employee shall not demonstrate ability to perform to the satisfaction of the administration he/she may be returned to his/her original status at the sole discretion of the administration, without giving rise to a grievance. Such period shall not commence to run during any training taken by the employee outside of or away from the College.

### Section 5

Full-time employees qualified for promotion from a classification to a higher level classification shall be selected on a seniority basis.

### Section 6

Lay-off shall be in accordance with classification seniority should a reduction in force become necessary. The affected employee shall immediately exercise (his/her) general seniority to bump the junior general seniority employee in a lower level or shall accept the lay-off. The reverse procedure shall be followed for recall before any new people are employed. Employees laid off from any classification shall not lose seniority or benefits held at time of lay-off. Said employee, upon being notified, must report within fifteen (15) working days to retain his/her seniority. Failure to report within fifteen (15) working days will forfeit all rights of seniority. The seniority of any employee who resigns and is later re-employed shall start from the date of re-employment. Laid-off employees shall retain recall rights for fifteen (15) calendar months.

## Section 7

In long term (exceeding fourteen (14) calendar days) lateral transfers from one classification to another, one campus to another, or from one shift to another, the opportunity to transfer shall be offered to qualified employees on the basis of seniority. If no employee seeks such transfer, management will transfer those with least seniority first in that classification. Employees will be notified fourteen (14) calendar days prior to such long-term transfers.

## Section 8

The Board agrees to limit the hiring of temporary employees to those instances when a regular full-time or part-time position is temporarily vacant due to the granting of extended leave which is expected to last thirty (30) calendar days or more and those instances when a short-term need for additional employees arises and the need will not exceed ninety (90) calendar days. Temporary employees will not be hired within a classification when a regular full-time or part-time position within the classification remains unfilled.

Temporary positions within a classification will be filled with the most qualified full-time employees from a lower level position on a seniority basis. In the event that there are no qualified full-time applicants, the positions will be filled with the most qualified part-time employees on a seniority basis.

Temporary vacancies may be filled by new employees after all qualified internal candidates from the lowest classification have been considered.