

ARTICLE 7

Transfers and Reassignments of Full-Time or Part-Time Regular Employees; which includes Full-Time to Part-Time or Part-Time to Full-Time. Does not include Temporary or Substitute Employees or Student Helpers.

- 7.1 ~~A. Reassignments defined—A reassignment is movement of an employee from one position to another at the same work site.~~
- B.A. Transfers defined: —A transfer is **the** movement of an **current employee** from one work-site **position** to another.**
- E.B. Seniority defined: - Seniority is defined as the total number of years the employee has been continuously employed by the Bay County School Board.**
- ~~D.C. Qualifications: No employee shall be required to re-qualify for a position when seeking a transfer or reassignment to a position of equal qualifications: **within the same Salary Placement Schedule Sub-category.**~~
- D. If the transfer is to a position outside the sub-category, the employee may apply for additional relevant experience related to the new position. The employee would be re-placed on the Salary Placement Schedule with verified, relevant experience up to fifteen (15) years.**
- 7.2 Voluntary **transfers** reassignment will be accomplished in the following manner:
- A. Employees desiring **transfer** reassignment may **apply as an internal applicant using the online application platform.** ~~submit a written request to the facility manager during the five (5) or four (4) days the vacancy is posted as specified in Article 8 of this agreement.~~
- B. Employees who **apply as an internal applicant** ~~submit a written request for reassignment within the work-site where a vacancy exists shall be interviewed prior to the hiring of **an external applicant** a new employee, subject to the following condition. If there are more than five (5) reassignment requests **internal applicants**, the site manager shall review **the applications** files of all requests and choose a minimum of five (5) to interview.~~
- C. The work site manager will take the voluntary **transfer** reassignment request for the position(s) available, and make a final determination among the candidates based on the following:

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1. Qualifications,
 2. Length of service in the district,
 3. Preferences of those requesting voluntary **transfer** reassignment and,
 4. An interview.
- D. Employees who **transfer** are reassigned **within the same sub-category** shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract. ~~However, if the reassignment results in an increase of more than ten paygrades the employee may bring a maximum of 10 (ten) years of experience credit for the purpose of their hourly wage and benefits unless recommended for more by the Superintendent.~~

Full-time Salaried to Full-time Salaried OR Hourly to Hourly:
A current support employee moving to another support position with a higher pay grade on the Salary Placement Schedule, within the same Placement Schedule (3, 3A, 3B, 3C), will have their current salary increased to an amount equal to the difference between the current pay grade and the new pay grade at the zero (0) level OR will be placed using verified, related experience at the new pay grade, whichever will benefit the employee.

A current support employee moving to a lesser pay grade on the Salary Placement Schedule, within the same Placement Schedule (3, 3A, 3B, 3C), will either have their current salary decreased by the amount equal to the difference between the current pay grade and the new pay grade at the zero (0) level OR will be placed using verified, related experience at the new pay grade, whichever will benefit the employee.

The Support Salary Placement Schedule will be used to determine an employee's beginning salary for the following situations:

1. **A support position being hired from outside the District**
2. **An employee that is currently being paid from another Salary Placement Schedule/Employee Category.**
3. **An employee that is changing from a 10-month pay grade to a 12-month pay grade or a 12-month pay grade to a 10-month pay grade within the Support section of the Salary Placement Schedule.**

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A current, regular employee will NOT take a decrease in pay as long as the transfer is to the same pay grade or higher, within the same sub-category, and within the same Placement Schedule (3, 3A, 3B, 3C). The employee shall retain all experience credit for the purpose of their hourly rate and benefits as provided by this agreement.

~~7.3~~ Voluntary transfers will be accomplished in the following manner:

- ~~A. Employees desiring voluntary transfer will submit an electronic request to transfer in the District's online application platform, during the five (5) or four (4) days the vacancy is posted as specified in Article 8 of this agreement.~~
- ~~B. Employees who submit a request for transfer within the site where a vacancy exists shall be interviewed prior to the hiring of a new employee, subject to the following condition. If there are more than five (5) transfer requests the site manager shall review files of all requests and choose a minimum of five (5) to interview.~~
- ~~C. The work site manager will take the voluntary transfer list and the list of positions available, making final determination based on the following:
 - ~~1. Qualifications,~~
 - ~~2. Length of service in the district,~~
 - ~~3. Preferences of the voluntary transfers and,~~
 - ~~4. An interview.~~~~
- ~~D. Employees who are voluntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract. However, if the voluntary transfer results in an increase of more than ten paygrades the employee may bring a maximum of fifteen (15) years of experience credit for the purpose of their hourly wage and benefits unless recommended for more by the Superintendent.~~

7.4 When involuntary transfer(s) in a school or department is necessary, the following procedure shall be followed:

- A. The Superintendent shall determine the areas of reduction in specific departments.
- B. Volunteers shall first be considered. Volunteers shall be transferred provided there is a school or program that is entitled to an employee with the volunteer's qualifications and the volunteer is approved by the receiving facility manager.

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- C. When there are not enough volunteers, involuntary transfers may be made. An involuntary transfer list shall be made based on length of service in the district with the lowest in length of service being transferred first.
- D. A list of positions with necessary qualifications to fill each position will be made from all school or departments needing additional employees. Said list will be made available to all who are being transferred involuntarily.
- E. Involuntary transfers will indicate their preference of the available positions.
- F. The Superintendent will take the involuntary transfer list and the list of positions available, making assignments based on the following:
 - 1. Qualifications,
 - 2. Length of service in the district,
 - 3. Preferences of the involuntary transfers and,
 - 4. An interview.

Based on their seniority, personnel to be involuntarily transferred will choose their three preferred positions from the vacancy list for which to interview. If more than 5 persons choose the same position to interview for then the 5 persons with the most seniority will be granted interviews for that position. In all cases the person must choose positions for which they meet the minimum job qualifications.

Persons will then be granted up to three interviews based on the above. In the event he/she is not selected by the site administrator for one of these positions then the Superintendent will place the employee in a vacancy for which he/she is qualified and with regard to the placement's proximity to his/her home.

- G. In the event there are no vacancies for which the employee is qualified that are equivalent in pay to the position the employee currently holds, then the Superintendent may place the employee in a lesser paid vacant position for which he/she is qualified.

In such cases the employee shall receive the rate of pay he/she received in their previous position **for the remainder of the current** ~~one~~ school year, after which time he/she shall receive the rate of pay associated with his/her new current position.

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- H. Employees who are involuntarily transferred shall retain all experience credit for the purpose of their hourly wage rates and benefits as provided by this contract **for the remainder of the contract year. Beginning on July 1st for the next school year, the employee will be paid at the new pay grade/rate for the position held.** However, ~~if the involuntary transfer results in an increase of more than ten paygrades the employee may bring a maximum of 10 (ten) years of experience credit for the purpose of their hourly wage and benefits unless recommended for more by the Superintendent.~~
- 7.5 A volunteer is qualified if:
- A. he/she is currently employed in a position with the same job classification; or
 - B. he/she has met the same requirements as specified on the job description.
- 7.6A hiring freeze shall be in effect within that category while the involuntary transfer process is in progress.
- 7.7 The Superintendent of Schools may transfer a support employee for staffing or program needs. The employee may request in writing a reason for the involuntary transfer. The employee will transfer at their current pay rate and will continue to be eligible for salary increases.

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