

07/07/25

07/02/25

ARTICLE 45.1C--FILLING OF VACANCIES (Employment Department)

Section 1. The Agency is committed to promote or transfer within ~~the Employment Department~~ and therefore will provide notice of promotional opportunities, new positions, and vacancies to be filled.

~~(a) A transfer is a move to a different position that remains on the same salary scale or moves to a lower salary scale (per Article 53), regardless of classification scale.~~

~~(b) A promotion is a move to a position on a higher salary scale, regardless of classification scale.~~

Section 2. Transfers.

(a) Employees may apply for transfer through the state human resource information system (HRIS).

(b) A supervisor who is hiring may consider transfer candidates only or may consider both transfers and other candidates. In all cases, interested transfers shall be considered and offered an initial interview, subject to meeting any special qualifications of the position.

~~(c) When otherwise equal, hiring preference to transfers shall be given in the following order:~~

~~_____ (1) Employment Department employees;~~

~~_____ (2) Employees of the Oregon Department of Human Services or Oregon Health Authority;~~
~~and~~

~~_____ (3) Other external candidates.~~

~~(ed) An employee not selected for transfer may request and shall receive in writing an explanation of the reasons they were not selected; both request and response will be timely within thirty (30) calendar day of the date the request was made, of the decision.~~

Section 3. Promotions.

(a) When the Agency chooses to fill a vacancy by promotion within the Agency, it shall use an Agency promotion list or selective certification from the Agency provided such list is available.

~~_____ (1) The Agency must inform staff of the option to be added to an Agency promotion list at least once per quarter.~~

(b) When the Agency chooses to fill the vacancy from an open competitive or statewide certificate, an employee in the Agency who meets the minimum qualifications and for whom the vacancy would be a promotion will be considered. The Agency will interview at least the top ten (10) candidates based on the Agency's internal screening process, plus qualified affirmative action candidates. Employees with tied scores will all be considered. To be eligible, internal candidates must have their HRIS profile updated to reflect their current position with the Agency.

(c) External candidates will be vetted through the same interview process as internal candidates. Internal candidates will not be subject to any additional requirements as compared to external candidates.

~~(d) When otherwise equal hiring preference of promotions shall be given in the following order:~~

~~_____ (1) Employment Department employees;~~

~~_____ (2) Employees of the Oregon Department of Human Services or Oregon Health Authority;~~

~~_____ (3) Other external candidates.~~

(d) Any employee who was interviewed may request and shall receive in writing an explanation of the reasons they were not selected, ~~both request and response will be timely~~ within thirty (30) calendar day of the request.

Section 4. Hardship Transfers.

(a) Non-Volitional Economic Transfer: The transfer of a spouse or other immediate member of an employee's household to a new location.

(1) A qualified economic hardship may include a non-volitional job transfer of a spouse or domestic partner, or a joint custody stipulation when the employee has obligation for the care of a child(ren) more than two (2) weeks each month.

(2) A non-volitional economic hardship would not include a joint agreement where the employee has a weekend-only stipulation or custody during the summer breaks.

(b) Non-Volitional Medical Transfer: A documented serious medical need that can only be met through a transfer. The medical need must be a permanent or chronic condition of the employee, or a member of the employee's "immediate family," as defined in Article 56, Section 2 of this Agreement. The employee must have primary responsibility for the family member.

(1) A non-volitional medical hardship may include kidney dialysis if treatment is not available locally, an employee becomes the primary care provider for an immediate family member, or the employee or employee's immediate family member is medically required to relocate.

(2) A non-volitional medical hardship would not include temporary medical conditions or voluntary changes in medical providers.

(c) Non-Volitional In-home Care Transfer: The transfer of an employee to provide necessary in-home, long-term personal care of a member of the employee's "immediate family", as defined in Article 56, Section 2 of this Agreement. The employee must have primary responsibility for the family member's care or coordination and/or supervision of such care, in the employee's home.

(1) A non-volitional in-home care transfer may be predicated on disability or age, or combination of the two (2). "Disability" is defined by a person who has a physical or mental impairment that substantially limits one (1) or more major life activity. "Age" refers to the care recipient's age, which must be sixty-five (65) or over at the time of the request. Requests may be subject to verification of disability and/or age, and the employee as the only viable option for the family member's care.

(2) Nothing in this Article prohibits a request under Section 4(b) where applicable.

(d) Eligibility: To be eligible, an employee must not have been subject to discipline, as defined in Article 20, within the previous twelve (12) months and the transfer must be in excess of fifty (50) miles for medical transfer or seventy (70) miles for economic (non-medical) transfer from an employee's current worksite to a new worksite location. An employee may request consideration for a non-volitional economic or medical transfer by submitting a written request for a hardship transfer to the OED Human Resources Administrator, or designee. The Administrator or designee will review the request and notify the employee of the outcome. Employees may grieve denials based on ineligibility starting at Step 2 of the grievance process.

(e) Hardship Transfer Review Committee: The Committee will consist of two (2) representatives and one (1) alternate from both management and the Union. Management and the Union will each select their own representatives. The Committee will determine whether the requesting employee meets the hardship transfer criteria.

(1) Within three (3) working days from the date of receipt, OED Human Resources will forward all eligible employee requests for hardship transfer consideration to the Committee.

(2) The Committee will review requests and related documentation and confer with the employee as needed. The Committee will provide a written decision to the employee and OED Human Resources within fifteen (15) working days.

(3) In instances where an employee meets all of the criteria for a non-volitional transfer except for the transfer being in excess of fifty (50) miles for medical transfer or seventy (70) miles for economic (non-medical) transfer from the employee's current worksite to the new worksite location, the Hardship Transfer Review Committee will have the discretion, where the members are in agreement, to approve an economic transfer for a distance of fifty (50) to seventy (70) miles.

(4) Decisions of the Committee are binding. All Committee members must agree that the employee meets the hardship transfer criteria. Should the Committee not reach agreement, the request will be denied.

(5) Decisions of the Committee are not grievable.

(f) Hardship Transfer Qualifications: OED Human Resources will determine if the employee meets the qualifications of the position in advance of placement. To qualify for a vacant position, the employee must meet the minimum qualifications for the classification, specific requirements for the position, and be able to perform the duties with minimal orientation. The requesting employee may grieve qualification decisions made by OED Human Resources.

(1) Employees will be considered for vacant positions in order of receipt of request.

(2) When multiple appropriate vacancies exist within a geographical area, management retains the right to select the worksite.

(3) Employees who refuse an appropriate transfer offer will no longer be considered for a hardship transfer based on that request and may not resubmit a request for the same circumstance.

Section 5. Operational Needs Transfer.

(a) To meet the operational needs of the Department, the Appointing Authority has the right to reassign employees as necessary. Reassignment includes a change in official workstation. Management will determine, in advance of the reassignment, the required classifications, number of positions and level of experience needed. To qualify for a position, the employee must meet the minimum qualifications for the classification, specific requirements for the position, and be able to perform the duties with minimal orientation. Selection will be made in the following order:

(1) The most senior qualified volunteers who meet the Department requirements will be selected first.

(2) Other volunteers from the workstation from which the position is being reassigned will be given consideration.

(3) In the absence of volunteers, the least senior qualified employees will be selected in reverse seniority order.

(b) The Department will notify an employee in writing thirty (30) days in advance of a transfer involving a change in the employee's official workstation of ~~twenty-five (25) miles or more~~.

Section 6. Program Transfer. The Department may transfer entire programs. The Department will notify the affected employee(s) in writing five (5) working days in advance of the transfer. The Department will notify the affected employee(s) in writing thirty (30) days in advance of transfers involving a change in the employee's official workstation of twenty-five (25) miles or more.

Section 7. Reports. To determine the competitiveness of Agency employees, the Agency agrees to review and analyze on a quarterly basis the hiring trends within the Agency. This information will be shared with the OED statewide Labor/Management Committee and the Sublocal 471 President.cted representative board members.











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Final Audit Report

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