

ARTICLE 8 - POSTINGS, PROMOTIONS, LATERAL TRANSFERS AND DEMOTIONS

- 8.01** Where a position within the Company, covered by this Agreement becomes vacant, and the Company determines that it should be filled, such vacancy shall be filled by one of the following options:

Lateral Transfers

- 8.02** The Company may laterally transfer employees. A lateral transfer means a transfer to a position within the same salary group. The Company may elect to laterally transfer an employee for reasons such as business requirements, accommodation, to enable employees to gain experience in a different position or in response to an employee's lateral transfer request. A forced permanent transfer between headquarters may constitute a termination of employment at the discretion of the employee, entitling the employee to severance in accordance with [Article 27.07](#).
- 8.03** An employee requesting to be considered for lateral transfer or transfer to a lower rated position shall submit his/her request electronically via the Lateral Transfer Request Form and shall attach a current resume. A copy of the request will be sent to Human Resources, the immediate Manager and TEAM. All requests will be acknowledged in writing. All requests shall remain on file for a period of twelve (12) months unless renewed by the applicable employees prior to the expiry of a twelve (12) month time frame.
- 8.04** The Union shall receive written notice of positions filled through lateral transfers. In the event the Company does not laterally transfer an employee to fill a vacant position, such vacant positions shall be posted.

Job Postings

- 8.05** When the Company elects to fill a vacant position covered by this Agreement through the job posting process, the Company shall:
- (a)** Post internally: if no qualified applicants arise from an internal posting then advertise externally; or,
 - (b)** Upon consultation with the Union, simultaneously post internally and advertise externally. Wherever possible, the Company will consult with the Union five (5) calendar days in advance of the external advertisement; and,

(c) In the event there are no qualified applicants for a posted position vacancy, the Company shall be at liberty to fill the vacancy in any manner it considers best.

Note: Employees who have been selected for an interview shall be interviewed prior to external candidates.

- 8.06** As part of the Company's annual initiative to recruit university and college graduates, the Company shall first post the Salary Group 302 rated Associate positions internally a minimum of once per calendar year. Internal applicants shall be selected consistent with Article 8 of the Collective Agreement.

Should the requirement not be filled internally, the Company shall be at liberty to fill the remaining vacancies throughout the calendar year in any manner it considers best.

Promotions

- 8.07** Except where otherwise discussed and agreed between the Union and the Company, no employee shall be promoted to a position within a higher salary group covered by this Agreement without being selected through the posting process.
- 8.08** Postings, which shall be advertised electronically throughout the Company, will contain the following information: location of position and department, Manager's title, duties and qualifications, salary classification, closing date and hours of work if non-standard. Closing date for the acceptance of applications with the Company shall be ten (10) working days from the date of posting.
- 8.09** Applicants for a posting that are not granted an interview shall be advised in writing by the Selection Committee Chairperson upon completion of the pre-screening process. Pre-screened applicants may contact the Chairperson of the Selection Committee for debriefing which will occur within a reasonable period of time.

Applicants who were interviewed shall receive written confirmation of the successful applicant. Any candidate having concerns regarding his/her final outcome in a competition may contact the Chairperson of the Selection Committee for debriefing which will occur within a reasonable period of time. The Union shall receive written confirmation of the successful internal or external candidate to all posted vacancies.

- 8.10** A decision shall normally be reached within sixty (60) calendar days after the closing date of the posting. If the selection of the successful

candidate cannot be made within that period, the Company shall advise applicants of the date on which a decision is expected. However, should the delay occur subsequent to the completion of the pre-screening process, only those applicants granted an interview shall be so advised.

- 8.11** Should a vacancy occur for a position which has been previously posted within the last eight (8) months, the Company may appoint the second choice candidate from the selection process for that previous vacancy. In the event the second person is unavailable, the Company may, at its option, appoint the subsequent qualified candidate(s) on the list, or re-post the position.
- 8.12** Successful candidates chosen to fill a posted position will be paid the appropriate rate of pay for the new position to which he/she has been appointed, two (2) weeks after the official notification of appointment has been communicated to the employee, regardless of when such employee actually commences employment in the new position.
- 8.13** Where an employee is promoted to a position within a higher salary group, that employee shall receive the salary in the new salary group which represents a minimum increase of at least four percent (4%) over the salary which he/she received prior to the promotion.
- 8.14** In some instances, the Company may promote a person to a position where the person has less than adequate qualifications required to carry out all of the duties and functions of the position. In such cases, the Company may pay the person four percent (4%) below the minimum for the position for a period of up to one (1) year. This rate is subject to review by the Company until he/she attains the necessary skill to fulfill the duties and functions of the position, or he/she is removed from the position.
- 8.15** An employee promoted to another position, either in or out of scope of this Agreement, or transferred as a result of his/her application for a posted position, shall serve a trial period of up to six (6) months in his/her new position. In the event the employee finds he/she is unable to perform the duties of the new position or his/her performance proves to be unsatisfactory, he/she shall be returned to his/her former position or a comparable position for which he/she can qualify at his/her former salary. Any other employee promoted or transferred because of the initial promotion shall also return to his/her former position at his/her former salary. However, if a vacancy exists at the same grade as the classification of the displaced employee and he/she can qualify for such vacancy, every effort will be made to arrange for transfer to that position.

8.16 The Company is responsible for transportation and moving expenses as per Corporate Policy 202.11 as follows:

(a) When an employee is selected through the posting process either on a promotional basis or a lateral transfer to a different job within the same salary group.

(b) When the Company initiates a lateral transfer.

(c) When the Company approves an employee-initiated lateral transfer to a different job.

(d) When the Company approves an employee-initiated lateral transfer from Northern Region, to a position south of the 53rd parallel, provided that the employee has completed five (5) years of service in the Region. Such approval shall not be unreasonably withheld under these circumstances.

The Company shall not be responsible for transportation and moving expenses as follows:

(a) When an employee initiates a lateral transfer to the same job in a new location by a written request or through the posting process.

(b) When an employee initiates a demotion to a new location by a written request or through the posting process.

Demotions

8.17 Where justified or for compassionate reasons, the Company may fill vacant positions by transferring an employee to a lower salary group.