

**University's Proposals for Negotiations Between
The University Staff Association/Massachusetts**

Teachers Association/NEA

and

The University of Massachusetts Board of Trustees

University's Proposal # 4 Article 17 - Vacancies and Promotions

Proposed Language

ARTICLE 17
VACANCIES AND PROMOTIONS

SECTION 1.

□ The **hiring manager**~~appointing authority~~ is recognized as the sole authority to appoint an applicant to a vacant position. When the **hiring manager**~~appointing authority~~ determines that a vacancy is to be filled, it will be made public on a website designated for that purpose and through which applications shall be submitted. ~~The hiring manager appointing authority will not be obligated to consider an application for a position from an employee who has not submitted their/his/her application by the date on which the posting states it will close.~~

SECTION 2.

A. Vacant positions in the bargaining unit will be posted as internal campus job postings on the University's on-line applicant tracking system for a minimum of seven (7) calendar ~~business~~ days before being posted for external (off-campus) applicants. Applications submitted online by internal (on-campus) applicants and received during the internal campus job posting period by the hiring department will be considered **if meeting the minimum qualifications** prior to interviewing any external applicants for the position. ~~Internal applicant may also submit a written application form for such internal campus job postings under procedures of the Employment Office. Such written application forms will be mailed to the department and/or hiring authority for the position through campus mail. Hiring departments will not be required to ~~hold~~consider an internal ~~campus job~~USA member application if the application is submitted after the seven (7) calendar day internal posting period. ~~applications~~posting if the written application form is received after the seven (7) calendar ~~business~~ days internal posting period.~~

Or

A. **Notify all bargaining unit members in at least the major budgetary unit (mbu) of the vacancy and accept applications from said members for no less than ten (10) working days. †The hiring authority may then appoint a bargaining unit member to the position provided that the bargaining unit member to be promoted**

meets the minimum qualifications of the vacant position and has performed satisfactorily;

SECTION 3.

In filling vacancies **for internal candidates pursuant to Section 2 above**, campus seniority will govern where, upon review by the **hiring manager**~~appointing authority~~, the ability, experience, training, and education of the applicants are equal. In the event the **hiring manager**~~appointing authority~~ fills a vacancy by appointing a non-bargaining unit applicant and such appointment results in bypassing the ~~campus seniority of a bargaining unit applicant~~, then the reasons for bypassing the bargaining unit employee's seniority, if requested, shall be given in writing to the employee and/or the Association.

Only **the most** a senior bargaining unit member, who has been bypassed, and/or the Association, shall have the right to request such information. Under these circumstances, the **hiring manager**'s~~appointing authority's~~ determination may be grieved and processed through arbitration. In the event arbitration is invoked hereunder, the arbitrator's authority shall be limited to reviewing, consistent with the criteria set forth herein, the **hiring manager**'s~~appointing authority's~~ determination that the qualifications of the successful and unsuccessful candidates are not equal. A unit member or the Association may grieve ~~theirhis/her~~ non-selection for a position only to Step 4 of the grievance process if such position was awarded to another unit member.

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SECTION 5. TRIAL PERIOD

- A. An employee, who is appointed to a different position, shall serve a two (2) month trial period from the effective date of the appointment. In no case, however, shall this trial period expire prior to the completion of six (6) months of continuous employment from ~~their~~ most recent date of hire.
- B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the ~~CEO~~ **hiring manager**, ~~said the hiring manager may~~ ~~employee shall~~ revert **the employee** back to ~~his or her~~ **their** former position. ~~This matter may be a proper subject for the Grievance procedure.~~
- C. If the employee is not satisfied with the new **appointment** position, ~~he/she~~ **they** may elect to return to ~~their~~ former position within thirty (30) days from the effective date of the ~~said~~ new appointment.
- D. All appointments made, ~~related to~~ **under** this section, shall be temporary or provisional ~~appointments at least~~ until the completion of the trial period. All vacancies, resulting from an employee's appointment, pursuant to this section, shall be filled temporarily or provisionally ~~at least~~ until the appointed employee has completed ~~his/her~~ **their** trial period. ~~The employer shall notify all employees of this provisional appointment trial period any temporary or provisional employee of when the trial period ends.~~
- E. During the two (2) month trial period, ~~if it is necessary for an employee to return to their previous role and the job description has been updated after they vacated the position, the job description will revert to the previously approved version. there will be no changes made to the employee's previous job description so that if it is necessary for their return to said department, their original position will be available.~~ Also during this two (2)

~~month trial period,~~ It is strongly encouraged that ~~the supervisors will~~ conduct a thirty (30) day evaluation **during the trial period** to help the employee with ~~his/her~~ **their** decision on returning to the previous position.

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SECTION 7.

A bargaining unit vacancy may not be filled with a **temporary** ~~CE/03~~ employee unless it is to meet one of the following conditions:

- a. Temporarily replace a bargaining unit member, who is on approved leave of absence.
- b. To fill a position that is known to be of limited duration or duration of less than twelve (12) months.
- c. To deal with an emergency situation.

SECTION 8.

...

B. A temporary employee, who has completed ~~their~~ ~~his/her~~ term of appointment before ~~two three (23)~~ years have elapsed, may be separated from the University without recourse to Articles 22, except as provided herein, and Article 26. Laid off temporary employees shall be considered “off campus” applicants when they apply for a position they held as a temporary appointment that becomes permanent. For all other positions, they shall be considered “on campus” applicants for two (2) years from their date of layoff.

ARTICLE 17C TEMPORARY TRANSFERS

Consistent with the needs of the **hiring manager** ~~appointing authority~~, voluntary, temporary transfers shall be offered on a seniority basis and rotated among employees within the department whenever practicable. Assigned transfers will be allocated by inverse seniority, consistent with the requirements of the **hiring manager** ~~appointing authority~~, and rotated among employees of the department whenever practicable. Such transfers shall not be made in an arbitrary or capricious manner.

ARTICLE 17D TEMPORARY TRANSFERS

The **hiring manager** ~~appointing authority~~ may change an employee’s workweek schedule, shift, and location as deemed necessary by the **hiring manager** ~~appointing authority~~. Unless the need for changing an employee’s workweek schedule, shift, or location is of an emergency nature, the **hiring manager** ~~appointing authority~~ shall give the employee twenty-one (21) calendar days written notice of such change. Notwithstanding the foregoing in work locations and for employees whose schedules change at regular intervals during the year, seven (7) calendar days· notice of such change shall be required. Whenever an Employee requests a change of workweek schedule or shift, approval of such request shall not be unreasonably

withheld if a vacancy exists in the classification on a workweek schedule or shift other than that which ~~he/she is~~they are then working, provided the employee has sufficient classification seniority and, in the judgment of the **hiring manager**~~appointing authority~~, is able to adequately perform the duties of the vacancy.