

University Staff Association, Counter Proposal
Article 17 – Vacancies and Promotions ([University response 03/26/25](#))

SECTION 1.

A. The hiring manager is recognized as the sole authority to appoint an applicant to a vacant position. When the 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.

B. For the purpose of this Article, promotion shall be defined as an appointment to a position of a higher job grade; a change in job title without a change in job grade shall be considered a lateral appointment.

SECTION 2. 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) ~~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. Once a position moves from an internal campus job posting to an external posting, internal candidates will be considered Hiring departments will consider the internal USA member with the same standing as an external applicant, written application form is received after the seven (7) business day internal posting period.~~

SECTION 3. In filling vacancies for internal candidates pursuant to Section 2 above, campus seniority will govern where, upon review by the hiring manager, the ability, experience, training, and education of the applicants are equal. In the event the hiring manager fills a vacancy by appointing a non-bargaining unit applicant and such appointment results in bypassing 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 senior bargaining unit member, who has been bypassed, and/or the Association, shall have the right to request such information. Under these circumstances,

Commented [AD1]: The University believes the change to "calendar" days would be more consistent. In addition the yellow sheet is provided using the calendar model. Calendar days would not include, holidays or campus closure days.

Commented [AD2]: Suggest deleting because language is outdated.

Commented [AD3]: Based on the process for posting internal and external positions, this proposed change is a more accurate description of your proposed language.

Commented [AD4]: Suggest deleting because language is outdated.

the hiring manager'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 determination that the qualifications of the successful and unsuccessful candidates are not equal. A unit member or the Association may grieve their non-selection for a position only to Step 4 of the grievance process if such position was awarded to another unit member.

SECTION 4. The Employer shall use reasonable efforts to answer requests for information regarding the search and selection procedure submitted by the senior unit member, who has been bypassed and makes such request pursuant to Section 2 or Section 3 and requests made in the investigation of a grievance filed under Section 2 or Section 3.

SECTION 5. TRIAL PERIOD

A. An employee, who is appointed to a different position, shall serve a ~~sixty (60) calendar days~~ sixty (60) calendar -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 the most recent date of hire.

Commented [AD5]: Propose writing this out for clarification

B. During this trial period, if the employee's work performance in the new assignment is not satisfactory to the hiring manager, the hiring manager may revert the employee back to their former position. This matter may be a proper subject for the Grievance procedure.

C. If the employee is not satisfied with the new position, they may elect to return to the former position within ~~sixty calendar (60)~~ sixty calendar (60) -days from the effective date of the said new appointment.

Commented [AD6]: Accept the proposed change would like to add the word calendar.

D. All appointments made, 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 until the appointed employee has completed their trial period. The employer shall notify all employees of this provisional appointment trial period.

E. During the sixty (60) day -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. Supervisors -shall conduct a thirty (30) day evaluation during the sixty (60) day trial period to help the employee with their decision on returning to the previous position.

SECTION 6. The step anniversary date shall only change when an employee is promoted into a higher graded position per this Article and shall be the appointment date on which they occupy the position. There shall be no change to a step date for an employee occupying a higher graded position through a temporary promotion or out-of-title work, per Article 19, Out of Title Work, or a grade increase through a reclassification per Article 20, Classification or **Reclassification**.

Commented [AD7]: University is rejecting proposed change.

SECTION 7.

A bargaining unit vacancy may not be filled with a **temporary**/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.

A. The University may advertise and fill new bargaining unit positions as temporary appointments. A temporary appointment shall not exceed two (2) years but may be extended one (1) year upon written notice to the Association. When the University seeks to fill a temporary position, it shall identify the position as temporary on the designated web site.

B. A temporary **non-benefitted** employee, who has completed their term of appointment before **two (2)** 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.

Commented [AD8]: University rejects proposed change

SECTION 9. The University shall designate and advertise a specific website at which all applications for employment and job vacancies shall be listed and to which applications shall be submitted. Bargaining unit employees who cannot use computers or have no access to computers shall be provided a location at which they may use a computer to search job vacancies and make applications.

SECTION 10. Every month the employer shall provide the Association with a list of the name, requisition or posting bid number of employees hired into vacancies as described in this Article. This list shall include the bargaining unit of each employee hired.

Article 17B: No changes

Article 17C&D: accept changes to "hiring manager".

SIDE LETTER IN RESPONSE TO SECTION 2A:

Within ninety (90) days of the President of the University signing this agreement the parties shall convene a joint labor-management committee to design and implement a pilot program to explore a major budgetary unit (MBU) only search option for vacancies within USA. Once implemented, the pilot program shall continue for no less than one year and shall be assessed by the joint labor-management committee upon conclusion.

Commented [AD9]: The University is agreeable to this, will await a written side letter from the Union