

Employer proposal – Unit 2 – Articles 12.14 and 12.15

Revise Articles 12.14 and 12.15, including new Article 12.15.3, as follows:

12.14 ACCEPTANCE OF OFFERS

- 12.14.1 Where the foregoing deadline per 12.12.2(i) is observed, said Offer for an appointment in the fall/winter session must normally be accepted or declined by July 28.
- 12.14.2 Where the foregoing deadline per 12.12.2(ii) is observed, said Offer for an appointment in the summer session must normally be accepted or declined by April 15.
- 12.14.3 It is understood that normally the response per 12.13.1 or 12.13.2 will be in writing.
- 12.14.4 Where an employee fails to respond by these dates, the hiring unit shall call the employee at the phone number listed on the application form to clarify whether or not the position is accepted or declined. The hiring unit shall make best efforts to contact the recommended employee in the three-day grace period between July 28 until August 1, at which time Article ~~12.14.4~~ 12.15.1 shall pertain.
- 12.14.5 It is also understood that in exceptional circumstances an employee may delay accepting or declining an Offer of Appointment and that “exceptional circumstances” pertain when an employee has reasonable grounds to believe that they will be offered another position and that offer is late; e.g., the person is named in an NRA for a different position in another hiring unit.
- 12.14.6 Where a member declines a position, or fails to respond to an Offer and the hiring unit is unable to contact the member, the Late Appointments provisions per Article ~~12.14~~ 12.15 shall pertain.

12.15 LATE APPOINTMENTS

- 12.15.1 Where a fall/winter position arises as a result of a CUPE 3903 employee resigning a position, declining or rejecting an offer, or failing to respond to an offer by or after August 1, a new Notice of Recommended Appointment shall be issued recommending the individual who was the next most senior, qualified applicant for the position. The hiring unit shall automatically deem that the recommendation has been queried and will supply the Union office and the Department of Faculty Relations each with the non-confidential information used to select the recommended candidate. If no grievance has been received within ~~eighteen~~ seven (7) calendar days of the date of issue of the Notice of Recommended Appointment, an offer of appointment will be sent. If a grievance is filed, it will be referred directly to Step ~~Three~~ Two.
- 12.15.2 If exceptional circumstances per 11.09.2 require a position to be posted which was not previously posted, the position will be posted on or after August 1 for 48 hours between 9.00 a.m. Monday and 5:00 p.m. Friday (for example, 11:00 a.m. Monday to 11:00 a.m. Wednesday or 11:00 a.m. Friday to 11:00 a.m. Tuesday) per 11.10.1. Following the posting, a Notice of Recommended Appointment will be issued. The hiring unit shall automatically deem that the recommendation has been queried and will supply the Union office and the Office of Faculty Relations each with the non-confidential information used to select the recommended candidate. If no grievance has been received within ~~eighteen~~ seven (7) calendar days of the date

of issue of the Notice of Recommended Appointment, an offer of appointment will be sent. If a grievance is filed, it will be referred directly to Step Two.

12.15.3 Offers of appointment pursuant to Article 12.15.1 or Article 12.15.2 must be accepted within two (2) calendar days, following which the offer will expire and may be offered to the next recommended candidate.

~~12.15.3~~ 12.15.4 Where an employee expects to be absent or otherwise not available to respond to a Notice of Recommended Appointment issued in August per ~~12.14.1~~ 12.15.1 or ~~12.14.2~~ 12.15.2, s/he may advise a hiring unit that, should any late appointments be processed, a Notice of Recommended Appointment should be sent to a designated address. The employee may then contact the Union office in order to have an inquiry or grievance processed on their behalf.

~~12.15.4~~ 12.15.5 The parties agree to use their best offices to ensure that these processes are completed by the end of August or, for postings other than the fall/winter session, by a date in advance of the start of the session.

~~12.15.5~~ 12.15.6 Notwithstanding Article ~~12.14.4~~ 12.15.5, this provision (Article ~~12.14~~ 12.15) will be in effect until September 30 for fall/winter courses, December 1 to January 31 for winter courses and April 1 to May 15 for summer courses.

For the University

For the Union

Article numbers and article references to be renumbered accordingly to allow appropriate sequencing and cross-references.

The University reserves the right to add, delete or modify its proposals at any time during collective bargaining negotiations. Any agenda items or proposals are without prejudice or precedent to the University's position on any issues regarding the interpretation of the Collective Agreement, including with respect to any current or future grievances.