

ARTICLE --

APPOINTMENTS AND REAPPOINTMENTS

NOTE: The provisions of this Article are the same as in the University's previous Appointment and Reappointment article. There are no changes (except as indicated in yellow) from the University's last proposal except for the separation of the Titles and Classifications sections, which are now a free-standing proposal. Union proposals on this article are deleted as indicated.

Section A. It is within the University's sole discretion to appoint, reappoint or not reappoint members of the bargaining unit and to determine the duration of such appointments, subject to the provisions of this Article.

All appointments and reappointments are contingent on factors such as performance, enrollments, curricular need, position availability, financial considerations, including external funding, the authorization of the divisional dean or appropriate administrator and in accordance with any appointment limitations herein.

Review of an employee's performance shall be in accordance with evaluation criteria and procedures developed by each School as may be amended from time to time and consistent with the provisions of Article --, Evaluations.

Section B The length of the terms of appointment for the positions within the bargaining unit are delineated in the Titles and Classifications Article. Generally, appointments and reappointments are generally for one (1) year or a specific period of time of less than a year ~~one (1) term~~ unless otherwise provided in the Titles and Classifications Article.

Section C Reappointment is not guaranteed to Employees and there is no presumption of reappointment. An Employee holding one of the bargaining unit positions may be considered for reappointment in the discretion of the University based on performance and such factors as enrollments, curricular need, position availability, financial considerations, including external funding, the authorization of the divisional dean or appropriate administrator and in accordance with any appointment limitations herein.

Section D If the University decides in its discretion to reappoint an Employee to another appointment period, they will receive notification of such reappointment within a reasonable period of time prior to the expiration of their term. The University shall attempt to provide at least thirty (30) days' notice prior to the expiration of the Employee's term.

Section E Appointments and reappointments for those Employees funded by grants or other external sponsored support are contingent upon the continuation of such support. If the restricted funding ceases, or if there is a significant change in the nature of the funded activity, in the middle of such an appointment, the appointment may be immediately terminated or reduced in FTE, provided written notice is received by the Employee at least thirty (30) days before the expiration of the funding. If the thirty (30) day notice is not given, the Employee will receive pay to make up for whatever notice has not been provided. Such terminations are not grievable.

Section F. Any decision to not reappoint any member of the bargaining unit, or to reappoint but with shorter terms or a smaller FTE, will not be grievable.

~~Section A. — Employees hired on appointment basis shall ordinarily be appointed to their positions for a term of no less than three (3) years, unless explicitly specified in ARTICLE XX (Titles and Classifications). Upon ratification of this contract, existing appointments less than three (3) years shall be automatically extended to three (3)-year appointments or longer, from the end of their current appointment.~~

~~Section B. Employees offered appointments less than three (3) years are subject to all other provisions in this Article.~~

~~Section C. After three (3) years of service, Employees shall be offered reappointments for five (5)-year terms or longer.~~

~~Section D. All renewable appointments shall be renewed, or appropriate promotion granted, by the Employer, with no limit on the number of such reappointments, provided that there is institutional need and budgetary support within the department, academic unit, or organizational unit.~~

~~Section E. In the event that an Employee is not renewed, the Employee shall be notified in writing at least nine (9) months prior to the end of their appointment. Employees in positions of less than three (3) years shall be notified in writing at least six (6) months prior to the end of their appointment.~~

~~Section F. In the event that an Employee is not renewed, the Employer shall offer the Employee either:~~

- ~~1. A one (1)-year nonrenewable separation fellowship with equivalent compensation, benefits, and access to facilities and services to which they were entitled in their final year of employment or~~
- ~~2. A one-time lump sum separation payment equivalent to the total compensation package in their final year of employment.~~

~~Section G. In the event that an Employee is not renewed, the Employer continues to have an obligation to that Employee for the next twenty-four (24) months. During this time, the Employer must:~~

- ~~1. Make an offer of employment to such individual should the same job again become available, and~~
- ~~2. Notify the Employee of the job opening and, should the Employee apply, give strong preference, and, at minimum, grant an interview to such an Employee in filling any new job (including, but not limited to, tenure-track) with similar duties and responsibilities.~~

~~Section H. No Employee shall be limited from applying for or holding any position at Harvard University and/or its subsidiaries, on the basis of length of previous employment or service.~~