

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 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.