HAW language in black
Adopted language from Corporation's May 19, 2025 proposal highlighted in blue
Adjustments to adopted language from Corporation May 19, 2025 proposal in red

ARTICLE XX.
LAYOFFS

Section A: Definitions

"Layoff" is defined as a separation, reduction in duration of appointment, or non-reappointment of an Employee due to lack of funds, lack of institutional need, or lack of curricular need. "Layoff" does not include termination for just cause under Article XX. Discipline and Dismissal ~~Article~~.

"Furlough" is defined as a reduction in percent effort or temporary periods of unpaid leave during which the Employee retains their employment status but is not paid during the period of furlough. The Employee will not have any work responsibilities during the period of furlough nor will they be permitted to do any work. Employees on a partial furlough continue to perform work for the Corporation~~University~~, but on a reduced or part-time basis.

Section B: Considerations

In cases where the Corporation~~University~~ must decide who shall be laid off between two or more Employees in a particular classification or department or organizational unit, the Corporation shall consider length of service and differences between such Employees in education and certifications, job function, qualifications, abilities, performance, and ability to perform the remaining work of the department or organizational unit. The Corporation shall make every effort to allow the affected Employee the option of working in an alternative research, administrative, staff, or teaching position for which the Employee is qualified.

Section C: Notice to Employee

Employees who are to be laid off will receive at least ninety (90)~~30~~ days' written notice or ninety (90)~~30~~ days' pay in lieu of notice. Laid off employees will also be paid for any earned but unused vacation and sick pay~~ where relevant~~.

Employees who are to be furloughed will receive at least 30 days' written notice. Notice to the Employee of a furlough shall indicate to the Employee the duration of the furlough. Employees shall have the right to refuse the offer of a furlough and be laid off instead, and shall be entitled to all benefits and severance as laid out in this Article.

Section D: Notice to the Union

Notice will be given to the Union at least forty-eight (48) hours prior to any notice of furlough or layoff being sent to the Employee. The Union has the right to be present at any meeting wherein the Employee is being notified of a furlough or layoff and to discuss the planned furlough or layoff with the Corporation~~University~~. Both parties are expected to make a good faith effort to ensure confidentiality and to use any information disclosed to each other judiciously. Both parties will strive to conclude the discussion period as efficiently and expeditiously as possible.

Section E: Demonstration of Necessity
In the case of layoffs or furlough due to lack of funding, the Corporation must demonstrate an inability to maintain the pay, benefits, and other terms and conditions of employment as defined in this Agreement.

The Corporation shall provide the Union with a list of all funding sources available to the Employee's supervisor or hiring unit that allow for covering pay, benefits, and other terms and conditions of employment as defined in this Agreement. Broad allocation of these funding sources shall also be provided.

Section F: Recall
In the event an Employee is laid off, 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 an individual should the same or an equivalent job again become available. Employees hired in such a manner shall be granted all salary and benefits as previously accrued, and their employment shall be considered to have been continuous in regards to length of service.

2. Give strong preference, and, at minimum, grant an interview to such an individual in (including, but not limited to, tenure-track) with similar duties and responsibilities, or any open job which the individual is qualified to perform.

3. If an Employee on layoff status is being considered and will be hired to fill a comparable or higher position, the posting requirements may be waived.

Section G: Furlough Benefits
During the furlough period, the Employee retains employment status and shall retain ~~some~~ benefits during a furlough period as if they were actively working and will continue to accrue service during any furlough period. However, if an Employee does not return to work following a full furlough, the service accrued during the furlough will be forfeited and not considered as part of the Employee's service. Since they will not be receiving a paycheck during the furlough period, alternative billing arrangements will be made for the Employee to pay for their benefits during the furlough period.

Employees on a partial furlough will be eligible to continue all benefits~~, although some benefits may be impacted by the reduction in hours and earnings~~.

Section H: COBRA continuation of medical/dental/vision coverage for 18 months

For any Employee who is laid off, the Corporation~~University~~ shall provide subsidized COBRA benefits as follows. For the first 12 months of COBRA, former Employees pay 150% of the active employee medical and dental premium rate and 100% of the vision plan premium plus a two-percent service fee. For the last six months, former Employees pay the full COBRA non-subsidized rates.

Section I: Severance

An ~~Staff~~ Employee who has up to seven (7) years of service with the Corporation~~University~~ is eligible for severance pay equal to at least seven (7)~~one~~ weeks of base pay~~ for each year of service~~. ~~Staff e~~Employees with at least seven (7) but less than fifteen (15) years of service are eligible for at least one and one-half (1.5) weeks of pay for each year of service. ~~Staff e~~Employees with 15 or more years of service receive severance pay at the rate of at least two (2) weeks of pay ~~per year~~ for each year of service.

Severance is calculated at the ~~staff~~ Employee's current base salary rate, based on their years of ~~benefits-eligible~~ service and is prorated for partial years worked per full month of completed service. Severance pay for ~~staff e~~Employees employed on a part-time basis is prorated. For ~~staff~~ Employees who have worked both part-time and full-time while at the Corporation~~University~~, severance is prorated and calculated based on the amount of time worked part-time and/or full-time.

If an ~~staff~~ Employee is re-employed in a regular, benefits eligible position at the University before their severance pay has been exhausted, the Employee must refund the excess severance to the Corporation~~University~~. The amount to be refunded is determined as follows: “excess severance” is equal to the total number of weeks of severance pay received minus the total number of weeks the Employee~~staff~~ was unemployed by the Corporation prior to beginning their~~his/her~~ new position.