

ARTICLE XX. APPOINTMENTS & REAPPOINTMENTS

HAW-UAW Package Proposal February 3, 2026

Working off of Corporation proposal 8.4.25.

This is a package proposal together with the HAW counterproposals dated 2.3.26 on LAYOFFS, DISCIPLINE & DISMISSAL, and APPOINTMENT NOTIFICATION & SECURITY; as well as a withdrawal of PROTECTING DISCIPLINARY VITALITY.

ARTICLE XX APPOINTMENTS & REAPPOINTMENTS

Section A. It is within the ~~Corporation's~~ ~~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 ~~Agreement 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, ~~subject to the provisions of this Agreement~~.

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 ~~XX~~. Evaluations.

Section B. The length of the terms of appointment for the positions within the bargaining unit are delineated in ~~the Article XX~~. Titles and Classifications. ~~Generally,—A~~appointments and reappointments to research positions are ~~generally~~ for: a minimum of one (1) year, ~~or a specific period of time of less than a year~~ to full-time teaching positions are for a minimum of three (3) years, to part-time teaching positions are for a minimum of one (1) semester, and to staff positions for an undefined period of time, unless otherwise provided in ~~the Article XX~~. Titles and Classifications ~~Article~~. At the Corporation's discretion, any appointment term may be extended once for a length of time up to one (1) year.

Section C. Reappointment is not guaranteed to Employees and there is no presumption of reappointment. ~~However, non-reappointment of Employees (except Postdoctoral Researchers, Postdoctoral Research Fellows, Senior Postdoctoral Researchers, and Senior Postdoctoral Research Fellows) who have served in the bargaining unit for at least four (4) years is reckoned as a Layoff per Article XX (Layoffs). 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 ~~Corporation University decides in its discretion to~~ reappoints an Employee to another appointment period, they will receive notification of such reappointment within a

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reasonable period of time prior to the expiration of their term. Departments, PIs, and supervisors are encouraged to be as transparent as possible with Employees about likely cessation of funding or curricular need on the horizon. The minimum notification period for appointment or non-reappointment depends upon the length of the Employee's current appointment:

- forty (40) days prior to the expiration of ~~the~~ an Employee's term of one (1) year or less;
- four (4) months prior to the expiration of an Employee's term of more than one (1) and up to four (4) years;
- nine (9) months prior to the expiration of an Employee's term of more than four (4) years.

~~Section E. Appointments and reappointments for those Employees funded by grants or other external sponsored support are generally 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 in accordance with the provisions outlined in Article XX. Layoffs. , 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 EF. 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 unless there has been a material deviation from proper procedures that may have affected the outcome.