University
Part of package proposal
2-19-26

Working off of Union's package proposal dated 2-3-26

This is a package proposal from the University offered together with the University's responses to HAW counterproposals dated 2.3.26 on APPOINTMENTS AND REAPPOINTMENT, DISCIPLINE & DISMISSAL, and APPOINTMENT NOTIFICATION & SECURITY; as well as a withdrawal of the Union's PROTECTING DISCIPLINARY VITALITY. If not accepted, the University reserves the right to withdraw the package.

Red is Union language either accepted or rejected

Yellow is new University language or cross outs

Blue is re-asserted University language

ARTICLE XX.
LAYOFFS

Section A: Subject to the provisions of this Article, the ~~Corporation~~ University has the basic right to lay off Employees, reduce hours of work or eliminate positions~~-~~ in its sole discretion. Layoffs, reduction in hours or elimination of positions may occur at any time at the ~~Corporation~~ University's discretion based on staffing, curricular, financial and/or operational reasons, or due to the loss of a grant or other external funding, in whole or in part~~, or other reasons that the University deems appropriate~~. In all cases, the ~~Corporation~~ University will determine the extent and magnitude of any layoffs or reduction in hours, including the areas, departments, job titles and classifications and number of positions affected, as well as the timetable for such layoffs.

Subject to the provisions of this Article, in addition to its right to lay off Employees, the ~~Corporation~~ University reserves the right to identify and temporarily furlough Employees for periods of time due to financial or operational considerations and decide which employees or areas will be affected and for how long. ~~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.~~

Section B: Definitions

1. "Layoff" is defined as a termination of an Employee before the end of their appointment~~.~~, or a reduction in duration of appointment, due to staffing, curricular, financial and/or operational reasons ~~due to lack of funds, lack of institutional need, or lack of curricular need. with the exception of positions that are contingent on continued funding as stated in the appointment letter~~ , ~~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.

   Layoff also refers to the termination of an Employee who does not have a predetermined appointment end date due to reasons specified in Section B and other than terminations for just cause under the Discipline and Dismissal Article.

   a. Postdoctoral Researchers, ~~Postdoctoral Research Fellows~~, and Senior Postdoctoral Researchers, ~~and Senior Postdoctoral Research Fellows~~ may not be laid off, assuming such employees are on one-year appointments. Also, this prohibition does not apply to layoffs when the cause is the cessation of external funding.

   .As an exception to the rule that layoff refers to terminations of appointment, the parties agree that, after ~~four (4)~~ fifteen (15) years of full-time consecutive service in bargaining ~~other~~ Unit positions, ~~Layoff and~~ the provisions of this Article will also ~~do not~~ apply to loss of employment due to the expiration of an appointment at its completed term ~~or~~ and the decision not to offer a new appointment when due to staffing, curricular, financial and/or operational reasons.

2. "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 C: 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~~ University 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 reasonable 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 within the School.~~ Prior to any layoff of an Employee, consideration shall ~~may~~ be given to an Employee's request to be considered for an alternative position within the School if one is available for which the Employee is qualified instead of layoff.

Section D: Notice to Employee.

Employees who are to be laid off will receive at least sixty (60) ~~30~~ days' written notice or sixty (60) ~~30~~ days' pay in lieu of notice. Laid off employees will also be paid for any earned but unused vacation ~~and half of earned but unused sick pay~~ ~~and sick pay~~ where applicable.

Following discussion with the affected Employee, the Employee's manager will determine if the Employee should continue to work through the notice period, whether on site or remotely, be paid in lieu of notice, or receive a combination of working notice and pay in lieu of notice.

Employees who are to be furloughed will receive at least thirty (30) days' written notice. Notice to the Employee of a furlough shall indicate to the Employee the duration of the furlough. Following discussion with the affected Employee, the Employee's manager will determine if the Employee should continue to work through the notice period, whether on site or remotely, be paid in lieu of notice, or receive a combination of working notice and pay in lieu of notice. It is understood that there may also be prohibitions on furloughs for Employees on certain visas or Employees appointed on certain grants or awards. If mutually agreeable to both the Employee and the University, Employees ~~shall have the right to~~ may refuse the offer of a furlough and be laid off and shall be entitled to all benefits and severance as laid out in this Article.

Section E: Notice to the Union

Notice will be given to the Union at least twenty-four (24) ~~forty-eight (48)~~ hours prior to any notice of furlough or layoff being sent to the Employee. However, the parties agree that only the ~~Corporation~~ University will provide notice of the layoff or furlough to the affected 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 F: Cessation or Modification of Funding

As an exception to the 60 day notice provision in Section D, for those Employees who are funded by grants or other discrete research support, whether internal or external, layoff or furlough ~~termination of appointments~~ may occur if the restricted funding prematurely ceases~~,~~ or if there is a significant change in the nature of the funded activity, in the middle of such an appointment. In such a case, the layoff or furlough ~~appointment~~ may occur ~~be immediately terminated or reduced in FTE~~ with thirty (30) days written notice or pay in lieu of notice.

Section G: ~~Demonstration of Necessity~~ Provision of Information to the Union

~~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~~. In cases of layoff based on fiscal considerations, the University shall explain to the Union the factors that led to the decision to layoff the Employee(s).

~~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 (e.g. salary support, supplies, etc.).~~

Section H: Recall

1. ~~For a period of five (5) years after any layoff, the laid off Employee may be re-hired into the same or a similar job in the original hiring unit without a job posting and search.~~

2. ~~For a period of two (2) years after any layoff, the Corporation must give strong preference, and, at minimum, grant an interview to the laid off Employee for jobs (including, but not limited to, tenure-track) with similar duties and responsibilities, or any open job which the individual is qualified to perform.~~ The University will take into account the laid off Employee's past record of service and performance when such Employee is applying for future open positions within the University.

3. ~~For a period of two (2) years after any layoff, if the laid off Employee is being considered and will be hired to fill a comparable or higher position, the posting requirements may be waived.~~

~~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:~~

~~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. Any laid off employee can be re-hired into the same or similar job by the hiring unit without a search for five (5) years.~~

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

~~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 I: Furlough Benefits

During the furlough period, the Employee retains employment status and shall retain such benefits as outlined in Harvard Human Resources guidelines ~~ll insurance, housing, leave, and family~~ some ~~benefits during a full furlough and all benefits during a partial 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.

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

For any eligible Employee who is laid off, the ~~Corporation~~ University shall offer 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 K: Severance

Eligible Employees – regardless of whether they are on an academic or staff appointment --will receive Severance payment upon layoff in accordance with Article XX: Severance and subject to signing a release. [Details of severance still to be negotiated]

~~**Section I: Special provisions for Layoff Benefits for Staff Employees** – Severance~~

1. ~~A benefits-eligible staff Employee will be required to sign an agreement and release that includes such terms as the University in its sole discretion may require as a condition of the receipt of the following layoff benefits: As a condition of the receipt of the following layoff benefits, a benefits-eligible staff Employee will be required to sign an agreement and release, with such terms as the University in its sole discretion may require:~~

    a. ~~Outplacement Services;~~
    b. ~~Severance pay as described below in section 2. below~~

2. ~~For a benefits-eligible staff Employee, AanA benefits-eligible sStaff 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 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 employees with 15 or more years of service are eligible for 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 employees is prorated for less than full time 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 a 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 Employees taff staff employee was unemployed by the University Corporation prior to beginning their, his/her new position.~~