

University

Part of package

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 LAYOFFS, 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.

Yellow is new University language or cross outs

Red is Union language

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, Unless otherwise provided in the Article XX. Titles and Classifications, Appointments and reappointments to full-time research positions are generally for a minimum of one (1) year, except as provided below, 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 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.

Also, at the University's discretion, a shorter term than one year may be offered to a new research Employee under the following circumstances:

---when hired to complete the term (work/ project) of a departing Employee who leaves before their appointment has expired.

--- With proof of an offer, a short-term postdoctoral research appointment may be given to a graduating Harvard graduate student or existing postdoctoral researcher to bridge the time until their subsequent position

---A short-term postdoctoral research appointment may be given to an existing postdoctoral researcher to align with external time constraints (e.g. visa expiration, departure or retirement of their PI)

- Any other case in which the University wants to offer an appointment or reappointment to a research employee of less than one year must be reviewed and approved by HAW

Section C. Reappointment is not guaranteed to Employees and there is no presumption of reappointment. However, non-reappointment for staffing, curricular, fiscal or operational reasons of full-time Employees (except Postdoctoral Researchers, Postdoctoral Research Fellows, and Senior Postdoctoral Researchers, and Senior Postdoctoral Research Fellows who have served in a bargaining unit position the bargaining unit for at least four (4) fifteen (15) consecutive 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 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 or foreseeable cessation of funding or of curricular need. ~~on the horizon.~~ However, actual notice to an Employee of non-reappointment reflecting the University's final decision is not required any earlier than the dates below.

The minimum notification period for appointment or non-reappointment of full-time academic Employees depends upon the length of the Employee's current appointment, as follows:

- For full-time Employees holding appointments of one year or less, forty (40) days one month's notice prior to the expiration of the an Employee's term. of one (1) year or less;
- For full-time Employees holding appointments of more than one year and up to four years, four (4) two (2) month's notice prior to the expiration of an Employee's term of more than one (1) and up to four (4) years;
- For full-time Employees holding appointments of more than four years, four (4) nine (9) month's notice prior to the expiration of an Employee's term of more than four (4) years.

This minimum notification section does not apply to staff Employees.

~~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.