

University

3-31-26

Part of package

Working off of HAW's package proposal dated 3-17-26.

This is a package proposal from the University offered together with the University's responses to HAW counterproposals dated 3-17-26 on LAYOFFS, DISCIPLINE & DISMISSAL, and APPOINTMENT NOTIFICATION & SECURITY; as well as a withdrawal of HAW's PROTECTING DISCIPLINARY VITALITY. If not accepted, the the University reserves the right to withdraw the package.

New language in yellow

Re-asserted University language in blue

Union language in red

ARTICLE XX APPOINTMENTS & REAPPOINTMENTS

Section A. It is within the ~~Corporation-University~~ 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~~ **University's** discretion, any **research** appointment term may be extended once for a length of time up to one (1) year. ~~If mutually agreeable between the Employee and University Corporation, the appointment may be extended a second time under the following circumstances: With proof of an offer, a short-term postdoctoral research appointment may be given to~~ if an existing Employee ~~postdoctoral researcher~~ has been offered a new position elsewhere, to bridge the time until their subsequent position, or to align with external time constraints (e.g. visa expiration, departure or retirement of their PI).

Also, at the ~~Corporation-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~~ or 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 ~~Corporation-University~~ wants to offer an appointment or reappointment to a research employee of less than one year must be reviewed and approved by ~~HAW.~~ **the Union.**

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 **completed service** served in a bargaining unit position ~~the bargaining unit for in of~~ at least four ~~(4) fifteen (15) seven (7)~~ **ten (10)** consecutive **academic** 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 two (2)** months' 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) three (3)** months' 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, ~~nine (9)~~ **four (4) nine (9)** months' notice prior to the expiration of an Employee's term ~~of more than four (4) years;~~
- The remedy for any failure to abide by such notice provisions shall be payment to the Employee at their regular salary for the amount of the notice not given.

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.