

Working off of HAW package proposal dated 3-17-26

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

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,~~ "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 ~~here in Section B~~ and other than terminations for just cause under the Discipline and Dismissal Article.

- a. ~~Postdoctoral~~ Researchers¹ on appointments of one year or less, or extended appointments, ~~Postdoctoral Research Fellows, and Senior Postdoctoral Researchers, and Senior Postdoctoral Research Fellows~~ may not be laid off or furloughed. ~~, assuming such employees are on one-year appointments.~~ This prohibition does not apply to layoffs when the cause is the cessation of external funding.
- b. ~~Instructional Employees also generally may not be laid off or furloughed. In exceptional circumstances, where there is a significant, unanticipated change to curricular needs or financial resources, Instructional Employees on multiyear appointments may be laid off with twelve (12) months' notice.~~

As an exception to the rule that layoff refers to terminations of appointment, the parties agree that, after completing service in bargaining unit positions ~~in four (4) fifteen (15) seven (7) years for ten (10) of full-time consecutive academic years 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~~

¹ ~~HAW maintains that this includes "stipendee" Fellow classifications.~~ Stipendees are not employees under the National Labor Relations Act as their compensation is not contingent on providing service to the University. Accordingly, the term "Researcher" as used in this section does not include Postdoctoral Research Fellows and Senior Postdoctoral Research Fellows..

~~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~~ 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 a furlough lasts more than thirty (30) days,~~ ~~or~~ ~~If~~ mutually agreeable to both the Employee and the ~~Corporation-University~~, Employees ~~shall have the right to~~ may refuse the offer ~~or continuation~~ of a furlough and ~~instead~~ be laid off and shall be entitled to all benefits and severance as laid out in this ~~Agreement Article~~.

~~[MOVED FROM OLD SECTION F:] 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 the external granting body imposes 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 E: Notice to the Union

Notice will be given to the Union at least twenty-four (24) 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~~ [Moved to Section D]

~~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 the external granting body imposes 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 FG: ~~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 all cases of layoff based on fiscal considerations, the Corporation~~ University shall explain to the Union and Employee at the time of layoff notification the factors that led to the decision to layoff the Employee(s).

Section GH: 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, subject to review by the Dean or Dean's designee, unless there are multiple laid off Employees who would be eligible for the position. 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.~~

After review and approval by OLER, a department or academic unit may offer an open position to a qualified Employee who has been laid-off within the past two (2) years without posting the position externally. OLER will only approve, in its discretion, requests based on qualifications, experience, and/or merit. Such approvals or denials are not subject to the grievance process.

- ~~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 Corporation University will take into account the any 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.~~

Section HI: Furlough Benefits

During the furlough period, the Employee retains employment status and shall retain such benefits ~~all 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 s~~ as outlined in Harvard

Human Resources guidelines (such guidelines to be appended to this Agreement, as may be amended from time to time with notice to the Union) ~~It 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 ~~II~~: 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 ~~JK~~: 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. While such release may include a confidentiality provision, no release shall prohibit an Employee from sharing the details of the release with the Union. ~~Severance and other layoff benefits shall not be contingent upon an Employee signing a nondisclosure agreement unless required by the terms of a grant.~~

[Details of severance still to be negotiated]