University
10-30-26
Package proposal with:

University proposal on LAYOFF (10-30-26)

HAW/University proposal on DISCIPLINE AND DISMISSAL (3-17-26 and 3-31-26)*

HAW/University proposal on APPOINTMENT NOTIFICATION AND SECURITY (3-17-26 and 3-31-26)*

Withdrawal of HAW's PROTECTING DISCIPLINARY VITALITY.

If not accepted, the University reserves the right to withdraw the package.

-parties disagree on these two articles only on the use of Corporation versus University

Red text = Union language
Blue text = Union language from the September 18 Package
Yellow = new University language
Blue – Re-asserted University 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.

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

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 ~~Corporation's~~ University, the appointment may be extended a second time if an existing Employee 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's~~ University's discretion, a shorter term than one year may be offered to a new research Employee when hired to complete the term (work/project) of a departing Employee who leaves before their appointment has expired, or to a graduating Harvard graduate student to bridge the time until their subsequent position.

Any other case in which the ~~Corporation's~~ University wants to offer an appointment or reappointment to a research employee of less than one year must be reviewed and approved by the Union.

Section C. Reappointment is not guaranteed to Employees and there is no presumption of reappointment. However, non-reappointment ~~for staffing, curricular, fiscal and/or operational reasons~~ for staffing, curricular, fiscal and/or operational ~~reasons~~ of full-time Employees who have completed service in bargaining unit positions in at least ten (10) consecutive academic years, is reckoned as a Layoff per Article XX (Layoffs).

Section D. If the ~~Corporation's~~ University 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. 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 academic Employees depends upon the length of the Employee's current appointment, as follows:

- For full-time Research Employees holding appointments of one year or less, or extended appointments, or having Postdoctoral Research in their title, four (4) months' notice prior to the expiration of an Employee's term.

- All other~~For~~ full-time Employees holding appointments of one year or less, two (2) months' notice prior to the expiration of an Employee's term.

- For Employees holding appointments of more than one year and up to four years, three (3) months' notice prior to the expiration of an Employee's term.

- For Employees holding appointments of more than four years, ~~six (6)~~ nine (9) months' notice prior to the expiration of an Employee's term.
- One 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. A remedy for failure to abide by such notice provisions shall not include reappointment.

Section E. 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.