University
Part of package proposal
3-31-26

Working from Union Package Proposal 3-17-26

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

ARTICLE XX
APPOINTMENT NOTIFICATION AND SECURITY

Section A: Letter of Appointment. Employees receiving a new appointment for a subsequent term will receive the letter of appointment within a reasonable amount of time, ordinarily at least thirty (30) days prior to the commencement of the new appointment, but in no event shall it be later than the commencement of the appointment. New Employees shall receive an equivalent appointment letter no later than the commencement of their appointment ~~prior to the start date of the appointment.~~

While there are specific notice dates for non-reappointment in Article XX, Appointments and Reappointments, Units are encouraged, but not required, to notify full-time Employees as soon as practicable as to whether they will receive a new appointment for a subsequent term.

The letter shall include:

1. Appointment title;

2. Compensation or pay rate;

3. Benefits (or link to benefits) if different from those mentioned in this Agreement;

4. Effective starting dates and if applicable, the end date for the appointment;

5. Job Description and/or a brief description of required duties;

6. Supervisor and contact information;

7. Where applicable, expected work schedule, including course meeting times and locations and FTE~~.~~ (The parties recognize schedules and locations may change prior to the start of the semester or term.);

~~8.~~ For those who are working less than half time, the cap on the number of hours and the estimated average number of hours expected per week, if any;

9. Response requirements to the appointment letter, if any;

10. A statement that the position is covered by this collective bargaining agreement;

11. A web address provided by the Union for HAW-UAW and contact information.

If any of the information above is not known at the time of notification, the Employee will be informed as soon as is reasonable under the circumstances.

The provisions of Section A of this Article will take effect with appointments beginning no later than ~~ninety (90) calendar days third semester~~ six months following ratification.

Section B: Appointment Security. The ~~Corporation~~ University shall continue an Employee's appointment including the level of compensation and benefits, for the duration of the term specified in the offer unless the Employee:

1. is terminated for just cause, pursuant to Article XX. Discipline and Dismissal;

2. is laid off or furloughed pursuant to Article XX. Layoffs;

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

3. voluntarily resigns;

4. or transfers to another University position.