University
Part of package proposal
3-31-26

Working from Union Package Proposal 3-17-26

Part of package proposal from the University offered together with the University's responses to HAW counterproposals dated 3-17-26 on APPOINTMENTS AND REAPPOINTMENTS, APPOINTMENT NOTIFICATION & SECURITY, 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
DISCIPLINE & DISMISSAL

Section A. The ~~Corporation~~ University shall not discipline or dismiss an Employee except for just cause, except as provided in Section G. Discipline shall consist of written warnings, suspension without pay, and dismissal taken by the ~~Corporation~~ University based on an Employee's misconduct or poor/non-performance.

Reduction in pay is not an appropriate form of discipline and may not be taken by the ~~Corporation~~ University based on an Employee's misconduct or poor/non-performance. This prohibition does not apply to suspensions without pay.

Reductions in FTE ~~duties~~ is ~~also~~ not an appropriate form of discipline. ~~But~~ Reduction in duties may be an appropriate measure when dealing with poor/non-performance by an Employee. Reduction in duties shall not result in a reduction in pay.

Dismissal for purposes of this Agreement shall mean the termination of an Employee's appointment prior to the expiration of that appointment or the termination of an Employee with an appointment of unspecified duration.

Dismissal does not include the non-reappointment of an Employee, a reduction in the Employee's FTE or the failure to offer an appointment to an Employee.

Dismissal as used in this Article ~~also~~ does not include layoff or furlough as ~~that~~ those terms ~~is~~ are defined in the Article XX~~---~~ (Layoffs).

Discipline for purposes of this Article shall not include performance reviews. A performance review that indicates performance deficiencies shall not be considered a disciplinary action by the ~~Corporation~~ University.

Section B. Prior to the scheduling any disciplinary ~~or investigatory~~ meeting, the Employer shall notify any Employees facing disciplinary actions of the right to Union representation. An Employee may request that a Union representative be present at any disciplinary meeting or at any investigatory meeting that the Employee reasonably believes may lead to discipline.

Section C. The ~~Corporation~~ University shall notify the Union in writing, with a copy to the Employee, within two (2) business days of the issuance of discipline to the Employee. This notification must include a description of the alleged misconduct or job performance issue and the level of disciplinary action.

Section D. Employees who are disciplined or dismissed shall be entitled to have the Union file a grievance in response to the disciplinary action. Grievances over disciplinary suspensions without pay or dismissal actions shall be filed at the last step of the grievance procedure (Step 2) prior to arbitration as established in Article XX (Grievance and Arbitration) under the same time limits for filing other initial grievances.

Section E. Discipline which is rescinded through the grievance procedure shall be removed from the Employee's file and shall not be the basis for further disciplinary action.

Section F. Any person against whom charges have been made may, at any time during the pendency of the charges, be placed on paid administrative leave while the ~~Corporation~~ University investigates potential or alleged misconduct that may result in discipline or considers what actions to take in a given case. The manner of any investigation shall be at the ~~Corporation~~ University discretion. Paid administrative leave is not itself a disciplinary action.

Section G. The first ninety (90) days of a Staff Employee's employment in a new position is a probationary period for orientation and review ("Orientation and Review Period"). Supervisors are encouraged to use this period to review and discuss with the Employee their progress in meeting the requirements of the position and in adapting to the work environment as a whole. The University may discipline or dismiss an Employee during the probationary period in its sole and exclusive discretion, and neither the Union nor the Employee shall have recourse to this Agreement's grievance and arbitration procedure for any such discipline or dismissal during the Employee's Orientation and Review Period.