

H. If a judgment or court approved settlement is made against an Employee in a civil suit for actions taken by the Employee in the course of the Employee's employment and within the scope of the Employee's duties and responsibilities, the Employer agrees to do no more than submit to the Legislature or the County Council any judgment (or court approved settlement) against the Employee, with the Employer retaining the discretion of recommending or not recommending legislative approval.

I. The Employer shall not change the fund source nor reduce the FTE of a filled position funded from the general revenues of the State of Hawaii or from funds deemed by the University to be assured for an indefinite period of time without prior consultation with the Union. The Employee shall retain return rights back to the original fund source and FTE should such change be made.

J. The Employer shall provide access to the Employer's personnel policies and procedures to Employees.

K. Bill of Rights

1. No Employee shall be required to sign a statement of complaint filed against the Employee.

2. If the Employer pursues an investigation based on a complaint, the Employee shall be informed of the complaint, and shall be afforded an opportunity to respond to the complaint, and to furnish evidence in support of the Employee's case. The Employee shall have the right to be represented by the Union in presenting the Employee's case.

3. If the complaint filed against the Employee results in disciplinary action, and the Union or Employee believes that the action taken is improper or unjust, the Union or the Employee shall have the right to process a grievance pursuant to Article 17, Grievance Procedure.

ARTICLE 15 - PERSONNEL FILE

A. The Employee shall, upon request and by appointment, be permitted to examine their personnel files. The Employee shall be given a copy of any material if it is to be used in connection with a grievance or personnel hearing.

B. No derogatory material shall be placed in the personnel file unless the Employee has had an opportunity to read the material and an opportunity to sign it indicating the Employee had read the material. The Employee shall also be given an opportunity to attach explanatory remarks.

C. All derogatory material in an Employee's file shall be destroyed after two (2) years, unless the Employer makes a determination of the current relevancy of such

material. If the Employee or the Union, upon consent of the Employee, disputes the relevancy to such material, the Employer shall attach the reasons for relevancy to such material in writing.

If the Employer determines that the material is relevant currently, it may remain in the file for another year and again reviewed, in the same manner.

D. All derogatory material shall be destroyed after five (5) years.

E. The employment history record shall not be destroyed.

F. The Employer may maintain more than one personnel file; however, one of these files shall include, but not be limited to, an Employee's personnel transaction records, derogatory materials, commendatory materials and performance evaluations. The Employer shall designate and inform the Union of the location of the file.

ARTICLE 16 - DISCIPLINE

A. Employee shall not be suspended, demoted or discharged during the terms of their appointments without proper cause. Notice of disciplinary action taken against any Employee shall be in writing and confidential. Grievances concerning disciplinary action shall be handled in accordance with the provisions of Article 17, Grievance Procedure.

B. When an Employee is orally reprimanded it shall be done privately.

ARTICLE 17 - GRIEVANCE PROCEDURE

A. Any complaint by an Employee or the Union concerning the application and interpretation of this Agreement shall be subject to the grievance procedure. Any relevant information specifically identified by the grievant or the Union in the possession of the Employer needed by the grievant or the Union to investigate or process a grievance, shall be provided to them upon request within seven (7) working days. The grievance shall be presented to the appropriate supervisor within twenty (20) working days after the occurrence of the alleged violation, or if it concerns an alleged continuing violation, then it must be filed within twenty (20) working days after the alleged violation first became known or should have become known to the Employee involved, except that in the case of an alleged payroll computational error, such allegation shall be presented to the President or the designee in writing within twenty (20) working days after the alleged error is discovered by the Employee or the grievance may not be considered.

B. An individual Employee may present a grievance to the Employee's immediate supervisor and the grievance heard without intervention of the Union,