

## Article 23

### DISCIPLINE AND DISCHARGE

#### A. GENERAL CONDITIONS

Provisions of this Article apply only to regular employees. The University shall not discipline or discharge an employee without cause. Disciplinary actions may include written warnings, suspensions without pay, demotion, reduction in salary, and discharge. Except as provided in Section B., disciplinary actions may be taken without prior notice of intent and need not be preceded by lesser forms of discipline.

#### B. NOTICE OF INTENT

1. Written Notice of Intent to suspend for more than ten (10) working days, demote or discharge, shall be given to the employee, either by delivery of the notice to the employee in person, or by placing the Notice of Intent in the United States mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address.
2. Such delivery is conclusively presumed to provide actual notice to the affected employee. It shall be the responsibility of the employee to inform the Printing Services Department in writing of any change in such address. Whether delivery is made in person or by mail, the Notice of Intent shall contain a Statement of Delivery or Mailing indicating the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the date of issuance of the Notice of Intent.
3. The Notice shall inform the employee of:
  - a. the charge;
  - b. the action intended;
  - c. the reasons for the intended action; and,
  - d. the effective date of the intended action.
4. The Notice shall also inform the employee of the right to respond to the Notice of Intent prior to the action being taken, the time limit within which the response should be made, the person to whom the response shall be made, and the response options available to the employee.
5. A copy of the Notice of Intent will be sent to the Union.

#### C. EMPLOYEE RESPONSE TO THE NOTICE OF INTENT

1. No employee is required to respond to the Notice of Intent. Furthermore, the absence of an employee response does not automatically indicate that the employee agrees with the charges in the Notice, nor does it restrict the employee from grieving any Management action which occurs after the employee's deadline for responding has passed.

2. If the Notice is to demote or to suspend the employee for more than ten (10) working days, the employee has the right to respond to the Notice, either orally or in writing. Such response must be received within ten (10) work days from the date of issuance of the Notice of Intent. Late responses need not be considered.
3. If the Notice of Intent is to discharge, as an alternative to the oral or written response, the employee may request a meeting with the University. Such response or request for a meeting must be received by the official designated pursuant to B.4. above no later than ten (10) work days from the date of issuance of such Notice of Intent. Such a meeting shall be scheduled within five (5) work days after the request is made. If the employee wishes representation in the meeting, the University shall make arrangement for the employee's representative, if an employee of the University, to be excused from work for the meeting. At the meeting, the employee shall be entitled to give a response, orally or in writing before the University decides on the action to be taken. When the employee is represented by the Union, such response must include any and all facts or defenses known to the employee or to the employee's representative. Late responses need not be considered.

#### **D. DECISION**

1. After review of the employee's timely response, if any, the University shall notify the employee in writing, within five (5) work days, of any action to be taken. Discipline more severe than that described in the Notice of Intent may not be imposed without the issuance of a further Notice of Intent; however, the University may reduce such discipline without the issuance of a further Notice of Intent.
2. A copy of the decision will be provided to the Union.

#### **E. INVESTIGATORY LEAVE**

1. The University may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, at the University's sole discretion, would warrant relieving the employee immediately from work duties. If upon conclusion of the investigation neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for the leave. If, as a result of the investigation, the University determines that the allegations against the employee support discharge, then the investigatory leave period shall be without pay. If, as a result of the investigation, the University determines that the allegations against the employee support a suspension, then the appropriate portion of the investigatory leave period shall be applied to the suspension.
2. When an employee is placed on investigatory leave, the Union will be sent a notice of such action.

#### **F. TIME LIMITS**

Time limits, as established in this Article, may be extended by the mutual consent of the parties, in writing, in advance of the expiration of the time limits. Deadlines which fall on a University non-business day will automatically be extended to the next business day.