

ARTICLE 19. DISCIPLINE AND DISMISSAL

A. Definitions.

1. **Discipline.** Discipline occurs when any of the following actions are taken with respect to any employee: counseling memo, written warning, suspension, demotion.
2. **Dismissal.** A dismissal is the termination of the employment of a non-probationary career employee initiated by the University for any of the reasons set forth in this article.
3. **Demotion.** A demotion is the assignment of an employee from his or her current position to another position in a class having a lower salary maximum, or to another position at a lower rate of pay, when such assignment is made for disciplinary reasons.

B. Grounds.

Discipline and Dismissal. A non-probationary career employee may be disciplined or dismissed for cause, including, but not limited to, the following:

Violations of this Agreement; abuse of leave provision; substance abuse; dishonesty or theft; violation of University rules; unauthorized absences; absenteeism; tardiness; insubordination or other misconduct; unsatisfactory performance or inability to perform the requirements of his/her job.

C. Notice of Intent.

1. **When required.** The University may discipline without prior notice of intent by counseling memo, written warning, or suspension without pay for five (5) working days or less. The University shall provide written notice, as described in Part C.2. below, of intent to discipline by suspension without pay for more than five (5) working days, demotion, or dismissal.
2. **Issuance and Content.**
 - a. **Issuance.** Written notice of intent to suspend for more than five (5) working days without pay, demote, or discharge shall be given to the affected 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. Such personal delivery or mailing shall be conclusively presumed to provide actual notice to the affected employee. It shall be the responsibility of the employee to inform the University in writing of his current home address and of any change in such address, and the information so provided shall

constitute "the employee's last known home address." Whether delivery is made in person or by mail, the Notice of Intent shall be accompanied by "Proof of Service", 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 a Notice of Intent. Concurrent with the Notice of Intent to the employee, a separate notice will be mailed to the Union.

b. **Contents.** The notice shall:

- 1) Inform the employee of the disciplinary action(s) intended, the reason(s) for such action(s), and the effective date of the action(s);
- 2) Include, if appropriate, illustrative materials;
- 3) Inform the employee of the right to respond, either orally or in writing, the person to whom any response must be directed, and the fact that such response must be received by said person within ten (10) calendar days of the date of issuance of the notice; and,
- 4) Inform the employee of his/her right to representation.

D. **Response to Notice.** The employee shall be entitled to respond, either orally or in writing, to the Notice of Intent described above. Such response must be received within ten (10) calendar days from the date of issuance of the Notice of Intent. After review of an employee's timely response, if any, the University shall notify the employee of any action to be taken. Such action to be taken may not include discipline more severe than that described in the Notice of Intent; however, the University may reduce such discipline without the issuance of a further Notice of Intent.

E. **Investigatory Leave.** The University may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the employee immediately from all 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. Although an investigatory leave may exceed fifteen (15) working days, if a suspension without pay is determined to be the appropriate discipline, a maximum of fifteen (15) working days of the investigatory leave period may be applied to such suspension without pay. If discharge is determined by the University to be appropriate, the entire investigatory leave period shall be without pay.

F. **Written Warning.** Dismissal shall be preceded by at least one written warning, except in those situations in which the employee knows or reasonably should have known that the performance or conduct was unsatisfactory. Such performance or conduct may include but is not limited to dishonesty, theft or misappropriation of

University property, fighting on the job, insubordination, acts endangering others, or other serious misconduct.

- G. **Job Abandonment.** If an employee fails to notify the University of his/her absence, such an absence will be deemed to be unauthorized. If such an absence lasts five (5) consecutive, assigned work days or more, the employee shall be considered to have voluntarily terminated. In such cases the University shall provide the employee with written notification of its intent to separate him/her. The employee shall be entitled to respond, either orally or in writing, within ten (10) calendar days of the date of issuance of the notice.
- H. **Removal of Warning Letters and Counseling Memos.** Upon receipt of a written request from the employee, warning letters and counseling memos shall be removed from the personnel files after eighteen (18) months from the date of issuance, during which time there has been no further discipline. If there has been no further discipline for an eighteen (18) month period materials which would have been removed upon an employees request which are more than eighteen (18) months old will not be used to take disciplinary action.
- I. **Relation to Grievance Procedure Exclusion.** Counseling memos and release of probationary and limited appointment employees, and decisions to release employees for job abandonment are not subject to the Grievance or Arbitration provisions of this Agreement. Written warnings, unless used as a basis for subsequent disciplinary suspension, demotion, or discharge, are not subject to the Arbitration Article of this Agreement.