

## **ARTICLE 18. Discipline and Dismissal**

### A. Definitions

#### 1. Discipline

Discipline occurs when any of the following actions is taken with respect to any employee: oral reprimand, counseling memorandum, salary decrease, written warning, suspension, demotion.

#### 2. Dismissal

A Dismissal is the termination of the employment of a non probationary regular status 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 a position in a class having a lower salary maximum, or to a position at a lower rate of pay, when such assignment is made for disciplinary reasons.

#### 4. Voluntary Termination

Voluntary Termination occurs when an employee fails to notify the University of his/her absence for five (5) consecutive assigned work days. Voluntary Termination is not Dismissal under the terms of this Agreement.

### B. Grounds for Discipline and Dismissal

A regular status employee may be disciplined or dismissed for cause, including, but not limited to, the following: violations of this Agreement, abuse of leave provisions, substance abuse, dishonesty or theft, violation of University rules, unauthorized absence, absenteeism, tardiness, insubordination or 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 oral reprimand, counseling memoranda, written warning, or suspension without pay for five (5) days or less. The University shall provide written notice, as describe in Part C.2., below, of Intent to discipline by suspension without pay for more than (5) working days, salary decrease, demotion, or dismissal.

#### 2. Issuance and Content

- a. Issuance. Written Notice of Intent to suspend for more than five (5) working days without pay, to decrease salary, to demote, or to 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, and by Certified Mail, Return Receipt Requested, 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 or her 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 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 deposited in the United States mail. Such date of delivery or mailing shall be the "date of Issuance" of a Notice of Intent. Upon receipt of a specific written request from the employee, the University shall mail the Notice of Intent to the Union.

b. Contents. The Notice shall:

- i) inform the employee of the disciplinary action intended and the effective date of the action;
- ii) provide a brief explanation of the action, including where appropriate, illustrative materials;
- iii) inform the employee of the right to respond, the person to whom any response must be directed, and the fact that such response must be received by said person within ten (10) work days of the date of issuance of the Notice;
- iv) 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) work 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 any 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 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 period shall be without pay.

F. Written Warning

Dismissal shall be preceded by at least one written warning, except in 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. Warning Letters

Warning letters are in effect from the date of issuance until eighteen (18) consecutive months have transpired without any further disciplinary action as defined in this Article. At the employee's request, warning letters no longer in effect shall be removed from the employee's file.

H. Relation to Grievance Procedures

Disputes regarding oral reprimands, counseling memoranda, and release of probationary and limited appointment employees, are excluded from the Grievance and Arbitration procedures of this Agreement. Written warning, unless used as a basis for subsequent disciplinary suspension or discharge, are not subject to the Arbitration Article of this Agreement.

