

ARTICLE 31 – CORRECTIVE AND DISCIPLINARY ACTION

- 31.1 The University shall tailor corrective or disciplinary actions to respond to the nature and severity of the offense, as well as the employee's prior work record. The University will not be precluded from discharging an employee or administering other substantial forms of discipline despite the absence of any prior disciplinary record when warranted by the nature and/or severity of the offense. When taking corrective or disciplinary action, the University will make a reasonable effort to protect the privacy of the employee.
- 31.2 Corrective Action. Possible corrective actions may include, but are not limited to: an informal verbal counseling, a verbal reprimand, a counseling memo, performance improvement plan, or a letter of reprimand.
- 31.3 Disciplinary Action. Possible disciplinary actions may include, but are not limited to: suspension, reduction in pay, demotion, or dismissal.
- 31.4 Cause for Discipline. All disciplinary actions, including dismissal or involuntary separation for any reason other than layoff and normal end of appointment, for employees who have successfully completed their probation period, shall be for just cause.
- 31.5 Representational. The unavailability of a Union Representative will not be cause for delaying the investigatory or pre-disciplinary meeting beyond a reasonable period, unless mutually agreed to by the University and the Union. If the requested Union Representative is not reasonably available, the employee may select another Union Representative. Employees seeking representation are responsible for contacting their representative.
- 31.6 Investigations. The University has the authority to conduct investigations.
- 31.6.1 Representation. If the University determines that an investigation is necessary, the effected employee shall be informed that he or she has the right to Union representation. Upon request, the employee shall be permitted a reasonable period of time to arrange for participation of a Union Representative (including the Union's professional staff), as is appropriate and timely to the situation. The role of the Union Representative is to provide assistance and counsel to the employee during an investigatory interview, rather than serve as an adversary, nor can they bargain over the purpose of the interview. The exercise of rights in this Article must not interfere with the University's right to conduct the investigation.
- 31.6.2 Duty to Cooperate. Employees have an obligation to cooperate with investigations conducted by the University.
- 31.6.3 Meetings. Investigatory interviews, and other meetings related to disciplinary action in which the employee is required to attend, shall be conducted during an employee's regularly scheduled work time unless the circumstances otherwise require. Employees will be in paid status for investigatory interviews or other meetings related to their disciplinary actions which are convened by the University.

- 31.6.4 Alternate Assignment. The University may, at its discretion, place employees in an alternate assignment or on home assignment during disciplinary investigations. Employees on home assignments must remain available during their normal hours of work. Alternate and home assignments are not discipline, and employees will not lose pay or benefits for a home assignment. Alternate and home assignments are not subject to the grievance procedure.
- 31.7 Pre-Disciplinary Procedure. Prior to imposing disciplinary actions, the following pre-disciplinary procedure shall apply:
- 31.7.1 Pre-Disciplinary Action(s). The University shall inform the employee and the Union of the pre-disciplinary meeting in writing. The notice shall contain the reasons for the contemplated discipline and copies of available documentation. The notice will also inform the employee of the right to Union representation at a Pre-Disciplinary Meeting. The written notice will be furnished directly to the employee during the employee's working hours or, if this is not possible, sent by certified mail to the employee's last known address.
- 31.7.2 Pre-Disciplinary Meeting. The University will schedule a Pre-Disciplinary Meeting to permit the employee to respond to charges either at a meeting or in writing, if the employee prefers.
- 31.7.3 Request for Information. Upon completion of an investigation and upon request, an employee or the Union will be provided with copies of any documents or witness statements upon which the University is relying for the proposed disciplinary action in accordance with appropriate state rules. Unless substantiated, no disciplinary action will be implemented based solely on anonymous charges or complaints.
- 31.7.4 Disciplinary Decision. The University shall inform the employee and the Union of its decision in writing. The written notice will include the specific cause for any discipline issued, and will inform the employee of his or her right to grieve. If the disciplinary decision involves a permanent reduction in pay or dismissal, the notice will set an effective date for action of at least fourteen (14) days from the date the notice was delivered to the employee. The University may dismiss an employee effective immediately with pay in lieu of the fourteen (14) days' notice period. The University may dismiss an employee effective immediately, without pay, in lieu of the fourteen (14) days' notice period if the Appointing Authority determines that continued employment jeopardizes the good of the department. The notification for the dismissal is required and shall state the reason(s) for the dismissal and, in addition, the necessity for the immediacy of the action.
- 31.8 Grievance of Corrective and Disciplinary Actions. Oral Corrective Actions may not be grieved. Written Corrective Actions may be grieved through Step Two of the grievance procedure only. Letters of Reprimand are not subject to the full grievance process through Arbitration, unless an Employee receives three (3) Letters of Reprimand from the same

supervisor within a twelve (12) month period; then the third and all subsequent Letter of Reprimands from the same supervisor will be subject to the full grievance procedure, including Arbitration, during the twelve (12) month period following the effective date of the third Letter of Reprimand. Permanent employees may grieve disciplinary actions, including terminations due to job abandonment, through the grievance procedure. The timeline for filing grievances contained in Article 32 will begin to run on the date the Employee is notified in writing of the Corrective or Disciplinary Action. Disciplinary Actions may be grieved through every step of the grievance procedure beginning at Step Two.