

Article 8
DISCIPLINE AND DISMISSAL

A. The University may discipline or dismiss an ASE for just cause. "Discipline" includes: a written warning, suspension without pay, or dismissal. An oral warning may be included in a grievance if it is subsequently used for evidence or to justify the extent of the penalty in a disciplinary matter. An individual who is no longer employed in the bargaining unit may file a grievance pursuant to Article 12, Grievance and Arbitration, concerning the placement of a written warning placed in his/her employment file pursuant to this article within 30 days from the date he/she knew or should have known that a written warning was placed in his/her employment file.

B. WRITTEN NOTICE OF INTENT

1. The University shall provide written notice of intent, as described in Section B.2 for the following actions: suspension without pay or dismissal.

2. Issuance and Content

a. Issuance

Written notice of intent shall be given to the affected ASE in the unit, either by delivery of the notice to the ASE in person, or by placing the notice of intent in the United States Mail, first-class, postage-paid, in an envelope addressed to the ASE at the last known home address of the ASE, with a copy by campus mail to the campus office address of the ASE. It shall be the responsibility of the ASE to inform the designated University office in writing of his or her current home address and of any change in such address, and the information so provided shall constitute "the ASE's last known home 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 deposited in the United States Mail. Such date of delivery or mailing shall be presumed to be the date of issuance of the notice of intent. A copy of the notice of intent shall be sent to the UAW. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

b. Content

The notice shall:

- 1) inform the ASE of the disciplinary or dismissal action proposed, the reason for the proposed action including applicable documentation and the effective date(s) of the action;
- 2) inform the ASE of the right to respond and to whom to respond within the applicable time limit in accordance with Section C; and
- 3) inform the ASE of the right to representation by a representative of her/his choice.

C. RESPONSE TO WRITTEN NOTICE OF INTENT

The ASE or her/his representative shall have the right to respond either orally or in writing within ten (10) calendar days from the issuance of the written notice of intent. If the notice is mailed to the ASE, the ASE may respond within fifteen (15) calendar days from the date of issuance.

D. WRITTEN NOTICE OF ACTION OR PROPOSED ACTION

After review of a timely response, if any, the University shall notify the ASE of any action to be taken and its effective date, as well as the rights set out under Article 12, Grievance and Arbitration. Such action may not include discipline more severe than that included in the written notice of intent; however, the University may reduce such discipline without the issuance of a further written notice of intent. A copy of the notice shall be sent to the UAW. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

E. INVESTIGATORY LEAVE

The University may place an ASE on investigatory leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the ASE from all work duties and/or require removing the ASE from the premises. Investigatory leave shall not be considered a form of corrective action. The University will immediately provide the ASE and her/his representative with written confirmation of the terms and reasons for the investigatory leave.