ARTICLE 17
DISCIPLINE AND DISMISSAL

A. Definitions
1. Discipline
   Discipline occurs when any of the following actions are taken with respect to any employee: oral reprimand, written warning, suspension, demotion, or dismissal.

2. 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.

3. Dismissal
   A dismissal is the termination of the employment of a non-probationary regular status employee initiated by the University for just cause.

B. Grounds
   A regular status employee may be disciplined or dismissed for just cause.

C. Notice of Intent
1. When Required
   The University may discipline without prior notice of intent by oral reprimand, written warning, or suspension without pay for five (5) working days or less. The University shall provide written notice, as described in Section 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 dismiss 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(s). It shall be the responsibility of the employee to inform the University in writing of his/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 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 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. Content

1. The Notice shall inform the employee of the disciplinary action intended and the effective date of the action;

2. provide a brief explanation of the action, including, where appropriate, illustrative materials;

3. inform the employee of the right to respond, 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 fourteen (14) calendar days of the date of the 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 fourteen (14) calendar days from the date of issuance of the Notice of Intent. The employee’s representative, if any, may participate in this process. 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 Interviews

If an employee is asked to meet with the University during any investigatory interview that could result in the imposition of discipline on the employee, the employee shall be entitled, when he or she requests it, to have a representative present during such meeting. The right to representation shall not unduly delay the meeting.

F. 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. Investigatory leaves shall not normally exceed fifteen (15) working days, unless the investigation has not been concluded. 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. Upon notice of investigatory leave, an employee may request to charge the leave to accrued vacation leave or accrued compensatory time off, to cover the period of investigatory leave.

G. Written Warning

Dismissal shall be preceded by at least one (1) 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.

H. **Unauthorized Absence/Resignation**
   If an employee fails to notify the University of his/her absence, such absence will be deemed to be unauthorized. If such an absence lasts five (5) consecutive, assigned workdays or more, the employee shall be considered to have voluntarily resigned and shall not be considered to have been dismissed nor disciplined by the University.

I. **Removal of Disciplinary Letters**
   Upon request of the employee, warning letters shall be removed from the employee's personnel file two (2) years from the date of the warning letter, during which time there has been no further discipline.

J. **Relation to Arbitration Procedure**
   **Exclusion**
   Oral reprimands are not subject to review under the Arbitration Procedure of this Agreement, Article 22.