ARTICLE 19
DISCIPLINE AND DISMISSAL

1. A non-probationary employee may be disciplined or dismissed for misconduct or failure to perform satisfactorily. The parties recognize that disciplinary actions should be progressive in nature if they are to correct the conduct of an employee. Therefore, the UNIVERSITY agrees to follow the course of progressive discipline except that nothing shall prohibit the CAMPUS or LABORATORY from suspending or dismissing employees in accordance with paragraph three without prior written warning for serious acts or omissions. All disciplinary actions shall be kept confidential except that the UNIVERSITY may share confidential information with all parties it feels are necessary to investigate, respond to/defend or otherwise resolve grievances, lawsuits or outside agency complaints.

2. Consistent with the practice of progressive discipline set forth in Paragraph 1, the CAMPUS or LABORATORY may discipline an employee by oral reprimand or written warning without prior notice of intent. Written warning may be considered the first step of progressive discipline where it is reasonable to believe that the errant employee had previous knowledge of appropriate employee conduct or job performance requirements. Following prior verbal reprimand and/or written warning for less serious acts than covered by Paragraph 1 above, an employee may be suspended, demoted, or dismissed.

   An oral reprimand cannot be used as a basis for more severe disciplinary action and is not subject to the Grievance or Arbitration procedure.

3. An employee may be suspended for up to five (5) working days without prior notice of intent. Prior to the grievance procedure, the employee has the right to a meeting with the department director or designee, which must be requested within 10 calendar days after the discipline is imposed, for reconsideration or to present mitigating circumstances. The meeting will not delay the implementation of the discipline and may take place after the employee has returned to duty. The employee will receive a written response following the meeting. The written response will establish the start date for the filing period for the grievance, if any.

4. Written notice of intent to suspend for more than five (5) working days, demote, or dismiss shall be given to the employee and the UNION, 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. Notice to the UNION shall be given either by personal delivery of the notice to an officer or representative of the UNION or by placing the notice of intent in the United States Mail, first-class postage paid, in an envelope addressed to the UNION at the UNION’s last known business address. Such personal delivery or mailing shall be inclusively presumed to provide actual notice to the affected employee and the UNION. It shall be the responsibility of the employee and the UNION to inform the employer in writing of any change in such address. Whether delivery is made in person or by mail, the notice of intent shall contain a 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 the notice of intent. The notice shall:
a. inform the employee of the action intended, the reason for the disciplinary action, and the effective date of the action;

b. include a copy of all the charges and material upon which the charges are based; and

c. inform the employee of the right to respond, the person to whom a response should be directed and the fact that a written or oral response must be received within fifteen (15) calendar days of the date of the issuance of the notice.

5. The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within fifteen (15) calendar days from the date of issuance of such notice of intent in accordance with instructions given by the CAMPUS or LABORATORY in the written notice. After review of the employee's timely response, if any, the CAMPUS or LABORATORY shall notify the employee of any action to be taken within 15 calendar days of receipt of employee's response. Such action to be taken may not include discipline more severe than that described in the notice of intent; however, the CAMPUS or LABORATORY may reduce such discipline without the issuance of a further notice of intent.

6. The CAMPUS or LABORATORY may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, in management's view, would warrant relieving the employee immediately from all work duties. An investigatory leave is not disciplinary. It is a neutral action taken to allow the UNIVERSITY to investigate allegations of misconduct or to assure the safety or welfare of employees, students or other persons or University property. Upon conclusion of the investigation, if the employee was not on paid investigatory leave and, neither suspension without pay nor dismissal is determined to be appropriate, the employee shall be paid for the leave. If suspension without pay or dismissal is determined to be appropriate, the investigatory leave period may be without pay, provided that the notice and an opportunity to respond as detailed above have been followed.

7. Time limits, as established in this Article, may be extended by mutual agreement between the union and the CAMPUS or LABORATORY in writing in advance of the expiration of the time limits. Deadlines which fall on a CAMPUS or LABORATORY non-business day will automatically be extended to the next business day.

8. Weingarten Rights: Employees have a right to have a representative present at any meeting held with the employee for the purpose of determining whether imposition of discipline is appropriate. The employee shall be notified of his/her right to representation and given a reasonable time in which to contact a representative before the meeting is held.

9. Written records of corrective action are destroyed after twenty-four months from the date of issuance if there has been no further discipline imposed on the employee.

10. The UNION will be notified of all suspensions, investigatory leaves, and dismissals.