

**ARTICLE 8
DISCIPLINE AND DISMISSAL**

A. GENERAL PROVISIONS

1. The University may discipline or dismiss an ASE for just cause.
2. Definitions
 - a. "Discipline" includes: a written warning, suspension without pay, or dismissal.
 - 1) A "written warning" is a communication that informs the ASE of the nature of the misconduct or deficiency, the method of correction, and the probable consequence of continued misconduct or deficiency.
 - 2) A "suspension without pay" is removal from appointment responsibilities without pay for a stated period of time. Unless otherwise noted, the terms of a suspension will include loss of normal employee privileges.
 - 3) "Dismissal" is the termination of an appointment initiated by the University prior to the ending date of appointment.
 - b. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable.
3. 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 the ASE's employment file pursuant to this article within 30 days from the date the ASE knew or should have known that a written warning was placed in their 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**
 - 1) 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 official University e-mail address, 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. If notice is delivered via US Mail or campus mail, a digital notice shall be sent to the ASE's official University email address, if available. It shall be the responsibility of the ASE to inform the designated University office in writing of their current home address and of any change in such address, and the information so provided shall constitute "the ASE's last known home address."

- 2) Whether delivery is made in person, by email, 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.
- 3) 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 of intent 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 their choice.

C. RESPONSE TO WRITTEN NOTICE OF INTENT

The ASE or the ASE's representative shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within ten (10) calendar days from the date of the issuance of such notice of intent. The University shall review any timely responses received.

D. WRITTEN NOTICE OF ACTION

1. 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. The Notice of Action, if any, shall be issued within twenty-one (21) days from the ASE's timely response to the written notice, when practicable.

2. 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.
3. A copy of the notice shall be sent to the UAW via e-mail or US Postal Service. Home address of the ASE will be redacted if the ASE has requested that such information not be released.

E. INVESTIGATORY LEAVE

1. 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.
2. Investigatory leave shall not be considered a form of discipline.
3. The University will immediately provide the ASE and the ASE's representative with written confirmation of the terms and reasons for the investigatory leave.