

**ARTICLE 6**  
**CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE**

**A. GENERAL PROVISIONS**

Corrective Action is an action designed to improve conduct or performance, which does not involve an adverse impact on rights, pay, or benefits. Discipline is an action imposed on a non-probationary employee when corrective action has proven ineffectual or when the employee's misconduct or failure to perform satisfactorily is serious enough to warrant discipline. The University has the authority to discharge or to take other appropriate disciplinary action against a non-probationary employee for just cause.

**B. TYPE OF ACTIVITY**

The University may use an oral reprimand or counseling memorandum as corrective action. Discipline may involve a written warning, suspension without pay for up to five (5) working days without prior notice, suspension beyond five (5) working days with notice, salary reduction, demotion for failure to meet performance standards, as defined in Section C., below, or discharge. Employees who are suspended without pay for up to five (5) working days, and who wish to contest the suspension, must grieve within the time limits established by the grievance procedure of this Agreement. Corrective actions are not subject to the grievance or arbitration procedures of this Agreement.

**C. DEMOTION**

The University may demote an employee to a lower classification, with concurrent reassignment to work of lesser duties and responsibilities, based on a demonstrated failure to meet the performance standards of the higher classification. Such action shall take place only after reasonable attempts to correct the deficient performance have failed. Demotion shall be subject to the grievance and arbitration procedures.

**D. INVESTIGATORY LEAVE**

The University may place an employee on investigatory leave with pay 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. An investigatory leave with pay shall not be considered corrective action or discipline as defined in this Article.

## **E. NOTICE**

1. When the University intends to suspend for more than five (5) working days, reduce an employee's salary for more than thirty (30) working days, demote, or discharge an employee, written notice of its intent shall be given to the employee. Such notice shall be made either by delivery of the notice to the employee in person, or by placing the notice of intent in the United States mail with first class postage paid in an envelope addressed to the employee at his/her last known home address. In either case, a copy of the notice of intent shall be sent by United States mail, first class postage paid, to UPTe. It shall be the responsibility of the employee to inform the University in writing of any change of home 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 personal delivery or mailing shall be the "date of issuance" of the notice of intent.
2. 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 the charge and material upon which the charge is based; and
  - c. Inform the employee of the right to respond and to whom to respond within the time limit in Section F., below, either orally or in writing in accordance with Section F., below.

## **F. EMPLOYEE RESPONSE**

1. The employee shall be entitled to respond, orally or in writing, to the notice of intent described in Section E., above. If the written notice of intent is delivered in person to the employee, the employee's response must be received within ten (10) calendar days from the date of issuance, in accordance with instructions given by the University in the written notice. If the written notice of intent is mailed to the employee and UPTe, the employee's response must be received within fourteen (14) calendar days from the date of the US Postal Service postmark.
2. After review of the 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. When such action includes a

suspension without pay for five (5) days or longer, a copy of the letter of discipline/suspension will be sent concurrently to UPTE.

#### **G. PERSONNEL RECORDS**

1. A counseling memorandum may be placed in the employee's personnel records.
2. A copy of a written warning given or mailed to an employee shall be placed in the employee's personnel records. The University agrees that written warning shall be accompanied by a proof of service.
3. There shall be no charge for the first copy of the contents of the employee's personnel file.

#### **H. REPRESENTATION**

1. A non-probationary employee shall have the right of representation at any scheduled investigatory meeting, the outcome of which may be a disciplinary act of written warning, suspension without pay, demotion or discharge. The University shall advise an employee of any scheduled investigatory meeting the outcome of which may be a written warning, suspension without pay, disciplinary demotion or discharge. An employee may request a representative of the employee's choice other than a University employee who has been designated as supervisory, managerial, or confidential to be present when there is reason to believe that a meeting may result in disciplinary action as defined above. If the employee's preferred representative is not available to attend a meeting scheduled by the University, the employee shall arrange for an alternative representative for the meeting. If no alternative representative can be found for the scheduled meeting, the University may reschedule the meeting within eight (8) calendar days, unless otherwise agreed to by the parties.
2. The term "meeting" does not include the occasion in which the University only presents an employee with written confirmation of the results of the prior meeting referenced in Section H.1., above.