

## ARTICLE XX

### **DISCIPLINE AND DISCHARGE**

#### Section A: GENERAL CONDITIONS

1. The term "employee," as used in this Article, is defined as a non-probationary, career employee.
2. An employee may be disciplined for misconduct, for failure to perform satisfactorily or for violations of this Agreement.
3. The University may discipline an employee by oral reprimand, written warning, or suspension without pay for up to and including ten (10) working days without prior written notice of intent.
4. Pursuant to this Article, when an employee is sent a notice of intent to suspend or discharge, the Union will be sent a copy of such notice.

#### Section B: GRIEVABILITY AND ARBITRABILITY

Oral reprimands and written warnings, unless used as a basis for subsequent disciplinary time off without pay or discharge, are not subject to the Arbitration article of this Agreement. Disciplinary action or discharge, which is subject to the Grievance Procedure, may be processed at Step II of the procedure no later than seven (7) calendar days after the employee has been sent notice of the disciplinary action taken.

#### Section C: NOTICE OF INTENT

1. Written notice of intent to suspend for more than ten (10) working days, or discharge shall be given to the 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, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the University in writing of any change in such 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 mailed. Such date of delivery or mailing shall be the "date of issuance" of the notice of intent.
2. The employee or the Union shall be entitled to respond orally or in writing, to the notice of intent described above. In order for such response to be considered by the University it must be received within seven (7) calendar days from the date of receipt of such notice of intent in accordance with instructions given by the University in the written notice sent to the employee. After review of the employee's timely response, if any, the University shall notify the employee and the Union 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 issuance of a further notice of intent as described in this Section. The holding of a Disciplinary Review Conference pursuant to

Section D will constitute the employee's response to the University's Notice of Intent.

Section D: DISCIPLINARY REVIEW CONFERENCE (DRC)

1. An employee will be notified in writing of any disciplinary suspension (and a copy sent to the Union). If an employee is notified that the disciplinary suspension will be for more than three (3) working days, or is given a Notice of intent to Suspend for more than ten (10) working days, or is given a Notice of Intent to Discharge, the employee and/or the Union will have five (5) calendar days from the date of notice to request a Disciplinary Review Conference. Such a request must be made in writing to the Labor Relations Department.

2. The conference must be scheduled within five (5) calendar days after the request is made. At the conference, the employee shall be entitled to give a response, orally or in writing, including any additional facts or defenses which the employee wishes to convey to the University before the University reaches a final decision on the action to be taken. No new known facts (nor defenses by the employee or the Union) may be introduced by the parties in any arbitration procedures after the completion of this conference.

3. The University, within five (5) calendar days after this conference is concluded, will notify the employee and the Union of any action to be taken.

4. If the Union chooses to appeal the University's decision, it may do so directly to Arbitration (Article XXII) by notifying the Labor Relations Department in writing no later than ten (10) calendar days after the disciplinary action has been taken. This written appeal must specifically state the reasons for the appeal and the alleged section(s) of the Agreement which has been violated and the remedy requested. The appeal of the disciplinary action following a DRC will constitute an exhaustion of the Grievance Procedure under Article XXII. Section A.

Section E: INVESTIGATORY LEAVE

1. 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. Although an investigatory leave may exceed 15 working days, 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.

2. Should the University deem it necessary to place an employee on an investigatory leave pending the outcome of a criminal prosecution(s) of the employee, the Union may appeal the University's decision directly to Arbitration. In such a case, the sole issue before the Arbitrator will be the reasonableness of the University's decision to place the employee on the investigatory leave.

Section F: TIME LIMITS

Time limits, as established in this Article, may be mutually extended by the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a non-business day as defined in this Agreement will automatically be extended to the next business day.

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