ARTICLE 25 – DISCIPLINE AND DISMISSAL

A. Right to Discipline and Dismissal

The University shall have the right to discipline or discharge any non-probationary career employee for just cause as described in Section B below. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.

B. Types of Discipline

1. The University may discipline an employee by written warning, suspension without pay, demotion, or dismissal.
   a. A dismissal is the termination of the employment of a non-probationary regular status employee initiated by the University for any of the reasons set forth in this article following the implementation of progressive discipline except as provided in Section B.2, below.
   b. 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.

2. At least one written warning shall precede any other corrective action except when corrective action is the result of performance or conduct that an employee knows or reasonably should have known, was unsatisfactory. Such performance or conduct may include but is not limited to dishonesty concerning facts which the employee knew or with the exercise of reasonable diligence should have known were false, theft, misappropriation of University property, fighting on the job, insubordination, acts endangering others, or other serious misconduct.

3. A verbal counseling or written counseling memorandum does not constitute discipline for the purposes of this Article.

C. Investigatory Interviews – Weingarten Rights

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. The employee and representative, if requested by the employee, shall be on paid status during the investigatory interview.

D. Investigatory Leave

1. 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,
the University may place an employee on investigatory leave without prior notice. Investigatory leave periods shall be limited to thirty (30) working days with pay, unless the Union and the University mutually agree to extend the investigatory leave period. If the parties mutually agree to extend the investigatory leave period, then the employee shall remain on pay status.

2. The investigatory leave must be confirmed in writing to the employee and Teamsters Local 2010 no later than one (1) University business days after the leave is effective. The confirmation must include the reason(s) for and the expected duration of the leave.

3. If, upon conclusion of an investigation, neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for all time on investigatory leave. Investigatory leave may exceed thirty (30) working days.

E. Notice of Intent

1. The University shall provide written notice of the intent to impose a disciplinary suspension without pay for more than five (5) working days, disciplinary demotion and/or dismissal. The written notice 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, certified with return receipt requested, addressed to the employee at the employee's address of record as defined in Article 3 - Definitions, Section B. A copy of the notice of intent shall be sent to Teamsters Local 2010. The University shall also send a copy of the notice of intent to Teamsters Local 2010’s designated representative via email.

2. The notice of intent shall be accompanied by "proof of service" indicating the date which the notice of intent was personally delivered or mailed to the employee, and this date shall constitute the "date of issuance" of the notice of intent to the employee.

3. The notice of intent shall:

   a. Inform the employee of the disciplinary action(s) intended, the reason(s) for such action(s), and the effective date of the action(s);

   b. Include or make available, illustrative materials relied upon to support the disciplinary action, if any;

   c. Inform the employee of the right to respond, either in writing or orally at a meeting with the appropriate University officials, of the employee's right to representation at any such meeting, the person to whom any response must be directed, and the fact that such response must be received within fourteen (14) calendar days from the date the notice was issued unless the Union and the University mutually agree to an extension of said date; and,

   d. Notices of intent shall be issued no later than thirty (30)
calendar days from the date(s) of the conclusion of all University investigations.

F. Response to Notice – Skelly Hearing

1. After review of an employee’s timely response to a notice of intent, if any, the University shall notify the employee and Teamsters Local 2010 of any action(s) to be taken. Such action(s) may not constitute discipline more severe than that described in the notice of intent.

2. The holding of a Disciplinary Review Conference pursuant to Section G below will constitute the employee’s response to the University’s notice of intent.

3. Nothing in this Article shall be construed as preventing the University from imposing any discipline it deems less severe than that set forth in the notice of intent without issuing a new notice of intent.

G. Disciplinary Review Conference – Alternative Skelly Hearing

1. Within twenty-one (21) calendar days of the date the notice of intent was issued, the Union may request a Disciplinary Review Conference. Such request shall be directed to the Labor Relations Director’s Office at UCLA Campus Human Resources - Labor Relations or UCLA Health System Human Resources – Labor Relations.

2. Within seven (7) calendar days of the request, the Labor Relations Director or designee shall convene a Disciplinary Review Conference. At the conference, the Union shall be entitled to give a response, orally or in writing, including any facts or arguments which the employee and/or the Union wishes to convey to the University before the University reaches a final decision on the action(s) to be taken.

3. Within seven (7) calendar days after the conclusion of the conference, the University will notify the employee and the Union, within the same University business day, of any action(s) to be taken in accordance with Section D above.

4. Within thirty (30) calendar days of the receipt of the University’s decision, the Union may file for arbitration in accordance with Article 27 – Arbitration Procedure.

5. Deadlines which fall on a University non-business day will automatically be extended to the next business day.

6. If the Union utilizes the Disciplinary Review Conference, neither the Union nor the employee can utilize the grievance procedure.

6. No new known additional facts or arguments may be introduced by the parties in an arbitration hearing that have not been made known to the other party prior to the arbitration.
7. The time limits set forth in this section may be extended only by the parties’ prior written mutual agreement.

H. Removal Of Written Warnings

Upon the employee’s request, a written warning shall be destroyed eighteen (18) months after the date of issuance if during that time there has been no further disciplinary action taken against the employee. A written warning cannot be used to support subsequent discipline if there has been no further disciplinary action within eighteen (18) months following the issuance of the written warning.