

**ARTICLE 8
DISCIPLINE AND DISMISSAL**

A.

1. The University shall have the authority to discharge or to take other appropriate disciplinary action against a non-probationary career employee for just cause. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.
2. Such non-probationary career employee who alleges that such action is not based on just cause may appeal such action pursuant to the provisions of Article 6 - Grievance Procedure.

B. TYPE OF DISCIPLINE

The University may discipline an employee by, written warning, suspension without pay for up to five working days (forty (40) hours) without prior notice, suspension without pay beyond five working days with notice, disciplinary demotion, or salary decrease.

Verbal Counseling, documented or not, which does not threaten or impose punitive action, is not discipline and is not subject to Article 6 - Grievance Procedure of this Agreement.

C. INVESTIGATORY LEAVE

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 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, up to 15 work days (120 hours) of the investigatory leave period may be without pay, provided the notice provisions and the employee response provisions in Sections D. and E. below have been followed.

D. NOTICE

1. Written notice of intent to suspend for more than five working days, demote, or dismiss 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 U.S. 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. The notice of intent shall be accompanied by Proof of Service indicating the date on which the notice of intent was personally delivered or mailed, and this shall constitute the "date of issuance" of the notice of intent.
2. The notice of intent shall:
 - a. Inform the employee of the disciplinary action which the University intends to take, the reason for the disciplinary action, and the effective date of the disciplinary action;
 - b. Inform the employee that he or she has a right to respond either orally or in writing, to whom to respond, and that the response must be received within ten calendar days of the date of the issuance of the notice of intent in accordance with Section E. below. Requests for extension of time shall not be unreasonably denied;
 - c. Include a copy of the charge and material upon which the charge is based.

A copy of the notice of intent shall be sent to FUPOA (board@fupoa.org).

E. EMPLOYEE RESPONSE

The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. Such response must be received within ten calendar days from the date of issuance of such notice of intent in accordance with instructions given by the University in the written notice of intent sent to the employee. After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. Such action 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. If the employee chooses to respond orally, the employee may request and, if such request is made, have present an Association representative.