

ARTICLE 04 DISCIPLINE AND DISMISSAL

A. GENERAL PROVISIONS

1. The University shall have the authority to discipline or dismiss a non-probationary career employee for just cause.
2. The University may discipline an employee by written warning, suspension without pay, disciplinary demotion, disciplinary recall, or dismissal. At least one (1) written warning (and where appropriate additional progressive discipline) shall precede any other discipline, except when discipline is the result of serious misconduct that an employee knows or reasonably should have known was unacceptable. Such serious misconduct may include but is not limited to dishonesty, theft or misappropriation of University property, job abandonment (defined as five (5) consecutive unexcused absences from work), fighting on the job, insubordination, or acts endangering others.
3. Definitions of Disciplinary Actions
 - a. Written Warning: A communication that informs the employee of the nature of the misconduct or deficiency, the method of correction, and the probable consequence of continued misconduct or deficiency.
 - b. Suspension: Removal without pay from work responsibilities for a stated period of time. Unless otherwise noted, the terms of a suspension will include loss of normal employee privileges such as access to University property and parking and library privileges.
 - c. Disciplinary Demotion: The movement of an employee to a lower classification with a corresponding reduction in salary and reassignment to work of lower level duties and responsibilities, based on a demonstrated failure to meet the performance standards of the higher classification.
 - d. Disciplinary Recall: When an employee's remote work agreement is modified for a performance-based concern.
 - e. Dismissal: Termination of employment initiated by the University.
4. Corrective actions, including but not limited to verbal counseling, counseling memoranda and/or written records of discussions between an employee and their supervisor/manager, in and of themselves, are not discipline and are not grievable.

B. INVESTIGATORY LEAVE

1. Investigatory leave is not a form of discipline. Investigatory leave is a type of paid leave where an employee is immediately, temporarily relieved of all work duties and removed from the premises while the University investigates allegations of misconduct, dereliction of duty, or potential violations of policy.

2. The University may place an employee on immediate investigatory leave with pay, without prior written notice, for the purpose of reviewing or investigating allegations of misconduct, dereliction of duty, or potential violations of policy which would warrant relieving the employee immediately from all work duties and removing the employee from the premises.
3. While on paid investigatory leave, the employee, upon reasonable notice of not less than twenty-four (24) hours, must be available during their regularly scheduled workday to cooperate with the University's investigation.
4. The investigatory leave shall be documented in writing after it is instituted and the University shall provide the written confirmation to the employee and the Union at contractenforcement@uaw4811.org no later than two (2) business days after the leave begins. The written notice shall include the reason(s) for the leave and the expected duration of the leave.
5. On conclusion of the investigation, the employee and the Union at contractenforcement@uaw4811.org shall be informed in writing of the disciplinary action, if any, to be taken.
6. Violation of terms of the investigatory leave could create independent grounds for discipline or dismissal.

C. RECORDS OF DISCIPLINE

1. A copy of any disciplinary actions shall be placed in the employee's personnel file. If there is no recurrence of the same or similar misconduct for a period of two (2) years from the date of issuance of written records or notices related to disciplinary action (e.g. written warnings, notices of intent, or other formal disciplinary documentation), such records will not be used or relied upon to take or support disciplinary action. This material shall be removed from the personnel file and returned to the employee upon written request to the location's labor relations office.
2. Nothing in this Section shall limit the University's right to retain records necessary to defend against legal claims, meet external audit or reporting obligations, or comply with a legal requirement or University Policy provided that such records are not used to adversely affect the employee in future personnel actions, unless the disciplinary action involved allegations of workplace violence, harassment, discrimination, or other serious misconduct.

D. NOTICE OF INTENT

1. The University shall provide a written notice of intent to the employee prior to initiating the actions of suspension without pay that is more than five (5) days, disciplinary demotion, or dismissal. The notice of intent may be delivered to the employee either in person, via email, or by U.S. mail, accompanied by Proof of Service, addressed to the employee at their last known address. It shall be the responsibility of the employee to inform the University in writing of any change in their 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 emailed, or mailed, and this shall constitute the "date of issuance" of the notice of intent. The notice of intent shall state:

- a. the intended action, reasons for the action, and the proposed effective date;
 - b. the basis for the intended action, including copies of pertinent materials supporting the intended action;
 - c. the employee's right to respond either orally or in writing within ten (10) business days of the date of issuance of the written notice of intent;
 - d. the name of the person to whom the employee should respond; and
 - e. the employee's right of representation, including representation by a Union representative.
2. The University shall send a copy of the notice of intent to the Union at contractenforcement@uaw4811.org.

E. RESPONSE TO WRITTEN NOTICE OF INTENT

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 (10) business days from the date of the issuance of such notice of intent. The University shall review any timely responses received.

F. NOTICE OF ACTION

After review of the employee's timely response, if any, the University shall notify the employee and the Union at contractenforcement@uaw4811.org of the action to be taken and the effective date of the action.

1. Such notice shall specify the discipline or dismissal action taken and its effective date, and the right to appeal the action in accordance with Article 07 – Grievance and Arbitration.
2. The action may not include discipline more severe than that described in the notice of intent; however, the University may reduce the discipline without the issuance of a further notice of intent.