

ARTICLE 33
CORRECTIVE ACTION, DISCIPLINE AND DISMISSAL

A. General Provisions

1. The University shall have the authority to discipline or to dismiss a non-probationary career employee for just cause.
2. **Corrective Action:** Action designed to improve conduct or performance and does not adversely impact the employee's rights, pay, or benefits.
 - a. The University may use an oral reprimand, counseling memorandum or training as corrective action.
 - b. A counseling memorandum shall be placed in the employee's personnel file.
 - c. Corrective actions are not subject to the grievance or arbitration procedures of this Agreement.
2. **Discipline:** A written warning, suspension without pay, or reduction in pay.
3. **Dismissal:** Termination of employment initiated by the University.
4. **Investigatory Leave:** The University may place an employee on paid investigatory leave without prior notice in order to review or investigate allegations of employee misconduct that warrant relieving the employee immediately from all work duties and removing the employee from the premises.
 - a. The investigatory leave must be confirmed in writing to the employee indicating the reason(s) for and the expected duration of the leave. The UAPD shall be provided with a copy of the notice within one (1) business day of the notice being given to the employee.
 - b. The University may terminate or extend an investigatory leave and shall so notify the employee as soon as practicable under the circumstances.
 - c. Investigatory leave is not corrective action or discipline. A decision to place an employee on an investigatory leave shall not be subject to the grievance or arbitration procedures of this agreement.

B. Notice

1. Except as provided in Section B.4., below, written notice of intent to suspend, decrease salary, 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 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 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 intended, the reason(s) for the disciplinary action, and the intended effective date of the disciplinary action;
 - b. include a copy of the charge(s) and material(s) upon which the disciplinary action is based;
 - c. inform the employee that he or she has the right to respond either orally or in writing within 10 (ten) business days from the date of issuance of the notice of intent; and
 - d. identify the University official to whom the employee’s response, if any, should be directed, in accordance with Section C., below.
3. A copy of the notice of intent shall be sent to UAPD.
4. When the duration of a suspension would be five (5) work days or less, the employee shall, prior to implementation of such suspension, be informed in writing of the action to be taken, the reason(s) for the disciplinary action, and the effective date(s) of the suspension.

C. Employee Response

The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. The response must be received within 10 (ten) business days from the date of issuance of the notice of intent in accordance with instructions given by the University in the written notice of intent sent to the employee. A request for an extension of the 10 (ten) business days shall not be unreasonably denied. If the employee chooses to respond orally, the employee may have Union representative present, provided the representative is not a University employee who has been designated as supervisory, managerial, or confidential.

D. Management Actions

1. After review of the employee’s timely response, if any, the University shall notify the employee of the action to be taken and the effective date of the action. 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.
2. The effective date of the action shall follow the employee’s timely response if received by the 10 (ten) day response deadline. If no response is received by the

tenth (10th) business day following the issuance of the notice of intent, the action may be implemented on the eleventh (11th) business day.

E. Grievance and Arbitration

1. A non-probationary career employee who alleges that discipline and/or dismissal is not based on just cause may appeal such employment action pursuant to the provisions of Article 34 – Grievance Procedure and Article 35 – Arbitration Procedure.
2. The University shall have the sole non-grievable discretion to determine the credentialing and privileging status of its employees, using procedures that meet or exceed the peer review and governance standards set forth by the applicable accreditation authority, currently the Accreditation Association for Ambulatory Health Care. A doctor subject to a peer review proceeding that may result in restriction, suspension, or revocation of clinical privileges shall be provided notice and an opportunity to be heard in connection with the proceeding; and the doctor may appeal any such restriction, suspension, or revocation to the student health center's governing body.