

Article XX. Corrective Action and Dismissal

Section 1.

The University may issue corrective action or dismiss an Employee for just cause. Such corrective action may take the following forms:

1. Letter of warning is a written communication that informs the Employee of the nature of the inadequate performance or misconduct, the requirements for continuation in their position and the probable consequence of continued inadequate performance or misconduct.
2. Suspension is a University required cessation from work activities for a specified period of time, and includes loss of pay, access to University property and parking and library privileges.
3. A reduction in salary is a reduction to a lower salary without a change in rank or step. The amount and duration of the reduced salary shall be specified.
4. A demotion is a reduction to a lower rank or step with a corresponding reduction in salary.
5. Dismissal is the termination of an Employee's position initiated by the University, when the University determines that the Employee's conduct or performance does not justify continuation.
6. The University may take other corrective action consistent with extramural funding agency requirements. Counseling memoranda and/or written records of discussion, in and of themselves, are not corrective action, nor are they grievable.

Section 2. Representation.

Upon request, an employee will have the right to Union representation at an investigatory meeting requested by the Employer, in which the employee reasonably believes could lead to corrective action. Upon request, an employee will have the right to an interpreter at an investigatory meeting. The Employer will provide reasonable time to allow an employee to secure a representative. The exercise of this right will not unreasonably delay or postpone a meeting. Representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings or other routine communications with an employee.

The role of the Union representative in regard to an Employer-initiated investigation is to provide assistance and counsel to the employee and not interfere with the Employer's right to conduct the investigation. Employees and their representatives will cooperate in the investigation.

Section 3. 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, reduction in salary, or demotion. The notice of intent may be delivered to the Employee either in person, via email, or by placing the notice in the U.S. Mail, first class postage paid, addressed to the Employee at their last known address. Whether delivery is made in person, by email or by U.S. mail, the notice of intent shall contain a statement of delivery, email, or mailing indicating the date on which the notice of intent was personally delivered, emailed or deposited in the U.S. mail. Such date of personal delivery or deposit in the U.S. Mail, shall be presumed to be the date of issuance of the notice of intent.
2. The University shall send a copy of the notice of intent to the union. 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 fifteen (15) calendar 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.

Section 4. 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 fifteen (15) calendar days from the date of the issuance of such notice of intent in accordance with instructions given by the University in the written notice of intent provided to the Employee. An Employee's representative may respond to the Notice of Intent on behalf of the Employee. The University shall review any timely responses received.

Section 5. Notice of Action

If the University determines to institute the corrective action or dismissal after reviewing a timely response, if any, the University shall issue a written notice of action to the Employee.

Such notice shall specify the corrective action or dismissal action taken and its effective date, and the right to appeal the action in accordance with Article XX – Grievance Procedure. The notice of action may not include an action more severe than that described in the notice of intent. The University shall send a copy of the notice to the Union.

Section 6. Dismissal

Prior to dismissal, a pre-determination meeting will be scheduled to give an employee an opportunity to make their case before the final decision is made. The employee has the right to have a Union representative present at the pre-determination meeting.

No later than thirty (30) days prior to the proposed termination, the Supervisor shall provide the Employee and the Union a written summary of relevant facts, any policies violated and the basis for terminating the position. In cases involving misconduct, an Employee position may be terminated with less than thirty (30) days' notice.

Upon request, the employee shall be entitled to any materials (such as an investigative report) that have been prepared, although confidential information and witness statements may be withheld. The employee will be furnished with written notification of the outcome of the pre-determination hearing.

Section 7.

An Employee who is disciplined or discharged shall be entitled to file a grievance at the second step for the grievance procedure. The Employee shall have fourteen (14) calendar days from the date of the action to file a grievance.

Section 8. Administrative Leave

1. The University may place an employee on paid administrative leave without prior notice in order to investigate allegations of misconduct, violations of policy, or dereliction of duty that, in the judgment of the University, warrant immediately relieving the employee from all work duties and/or require removing the employee from the premises.
2. The Union will be promptly notified when an employee is placed on paid administrative leave.
3. Paid administrative leave is not corrective action.
4. At the conclusion of an investigation of an employee placed on administrative leave, where the Employer elects not to take corrective action, the employee will be provided with a notification that the investigation is completed and that no corrective action will be imposed.
5. If no corrective action is taken, no record of administrative leave will be placed in the employee's Official Personnel File.

Section 9. Record of Corrective Action

~~A copy of the corrective action shall be placed in the Employee's Official Personnel File. The corrective action shall be included in any advancement review file in which the review period includes the conduct or performance at issue.~~