ARTICLE 10 ~~: CORRECTIVE ACTION AND~~ DISCIPLINE

10.1 ~~Corrective Action and~~ Discipline. ~~The University will tailor any corrective action or discipline to respond to the nature and severity of the offense and the ASE's prior disciplinary record.~~

~~10.1.1 Corrective action may include coaching, counseling, oral/written reprimands and improvement plans.~~ The University supports the resolution of job-performance issues through corrective action in the form of coaching, counseling and, where appropriate, performance improvement plans. Corrective action is not considered discipline but is rather an effort to resolve performance issues short of discipline.

10.1.2 Disciplinary action~~s may include~~ are as ~~the~~ follows~~ing~~: written reprimand, suspension without pay, a performance-based job transfer, ~~reduction in pay, any combination of these,~~ or ~~discharge~~ termination during the term of an appointment. Disciplinary actions will be labeled as such.

10.1.3 No ASE will be disciplined or terminated during the term of their appointment without just cause. Discipline or dismissal as used in this Article refers to actions taken involving job-related misconduct or job-related poor/non-performance and does not include any action based on academic performance. No decision made by the University concerning academic discipline or dismissal of a student is subject to this Agreement.

10.2 Investigations

~~10.2.1 Duty to Cooperate. ASEs hav e an obligation to cooperate with any investigation conducted by the University. Failure to do so will be considered insubordination and will be grounds for discipline, up to and including termination.~~

10.2.2 Union Representation. ASEs are entitled, at their option, to have Union representation during any investigatory interview conducted by the University that the ASE reasonably believes may result in their receipt of discipline. During any such investigatory interview, a participating Union representative shall be entitled to represent the employee, which may include asking questions, offering additional information, and/or counseling the ASE. ~~a participating Union representative will be given the opportunity to ask questions, offer additional information and counsel the ASE.~~

10.2.3 Home Assignment/Administrative Leave. The University may place an ASE on home assignment or paid administrative leave without prior notice, in order to investigate allegations which, in the judgment of the University, require removing the ASE from the premises and/or warrant immediately relieving the ASE from all work duties.~~during a disciplinary investigation~~. ASEs on home assignment/paid administrative leave are expected to remain available during

hours for which they are being compensated ~~normal working hours.~~ Home assignment/paid administrative leave is not discipline ~~and is not subject to the grievance procedure.~~ The Union will be notified within fourteen (14) calendar days of when an ASE is placed on home assignment/paid administrative leave. An ASE who has been placed on home assignment/administrative leave will be notified when the investigation has concluded. If the ASE receives no disciplinary action, no record of the home assignment or administrative leave will be placed in the ASE's personnel file.

10.3 Pre-Disciplinary Procedure. If the University intends to impose discipline ~~that involves a loss of pay or termination of employment~~, the following procedures will apply:

10.3.1 Notice of Intent to Discipline. The University will inform the ASE and the Union of the ~~proposed~~ contemplated discipline in writing. ~~The written notice shall describe the event or conduct with sufficient particularity to permit the ASE to understand the reason for the proposed discipline.~~ The notice shall include a statement of reasons for the contemplated action, which shall include the nature of the alleged violation, the level of discipline contemplated, notice of a right to a pre-disciplinary meeting, and notice of the right to Union representation at the pre-disciplinary meeting. Upon request, the ASE shall be entitled to any materials (such as an investigative report) upon which the University has relied in determining the contemplated discipline, although confidential information and witness statements may be withheld.

10.3.2 Pre-Disciplinary Meeting. The University will schedule a pre-disciplinary meeting to permit the ASE to respond to a notice of intent to discipline no earlier than seven (7) business days after the written notice. At the beginning of any pre-disciplinary meeting, the University will describe its proposed discipline and the general reasons for issuing the proposed discipline. A participating Union representative shall be entitled to speak on behalf of the ASE.

10.4 The ASE and the union shall be provided with a copy of a final disciplinary action. The copy will include the disciplinary action, the specific charges and the employee's right to grieve the disciplinary action.

~~10.5 Right to Grieve Disciplinary Actions. The Union has the right to grieve any disciplinary action as defined above.~~

10. An ASE who is disciplined or ~~discharged~~ terminated shall be entitled to file a grievance at the second step of the grievance procedure.