

ARTICLE 10 – DISCIPLINE PROCEDURES

- 10.1 Discipline imposed by the University against any employee shall be for just cause.
- 10.2 If the University determines to bring disciplinary action against an employee for any reason, the employee shall be apprised of his or her rights of notice, representation, and grievance rights as set forth in this Agreement.
- 10.3 Disciplinary action shall include only the following:
- A. Suspension without pay
 - B. Reduction in salary
 - C. Demotion
 - D. Dismissal
- 10.4 Prior to the imposition of any disciplinary action, the employee shall be notified in writing of the alleged violation and the action being contemplated by the University. The employee will be given reasonable opportunity to respond and may be represented.
- 10.5 The University may place an employee on paid assignment as outlined in 10.11.Q pending the final decision as to the appropriate discipline resulting from the pre-disciplinary meeting.
- 10.6 Corrective action shall include only the following:
- A. Oral admonishment
 - B. Written reprimand
- 10.7 Corrective action is not grievable beyond Step 3 in the grievance procedure.
- 10.8 Disciplinary action must be taken by an appointing authority. Supervisors and above may impose corrective action.
- 10.9 The employee and the Guild representative with the employee's authorization shall have the right to inspect the full contents of his or her personnel file. No corrective or disciplinary documentation may be placed in the personnel file without the employee having first been notified of said complaint and given a copy. An employee shall have the opportunity to present a written rebuttal to be inserted in his or her personnel file. Disciplinary material shall be removed from the personnel file upon mutual agreement between the employee and the supervisor. The employee shall be required to sign the corrective action or disciplinary action acknowledging that he or she has read the contents of the document.
- A. Written reprimands and their related documentation will be removed from an employee's personnel file after two (2) years if:
 - 1. Circumstances do not warrant a longer retention period, such as sexual harassment or criminal conduct; and
 - 2. There has been no subsequent discipline; and
 - 3. The employee submits a written request for its removal.

- B. Records of disciplinary actions involving reductions-in-pay, suspensions or demotions, and written reprimands not removed after two (2) years will be removed after six (6) years if:
1. Circumstances do not warrant a longer retention period, such as sexual harassment, or criminal conduct; and
 2. There has been no subsequent discipline; and
 3. The employee submits a written request for its removal.

If there is a new incident resulting in discipline within the applicable retention period, the documentation shall not be removed from the employee's personnel file until the expiration of an additional like period.

The University has the right to retain corrective action and disciplinary action documentation in the personnel file and ancillary files should the action(s) in question be deemed as egregious in nature; a violation of state or federal law, or for other such good reason.

10.10 **Introduction**

As officers are entrusted and charged with the responsibility and duty to protect and serve society, it is essential that they command the respect of those whom they seek to protect. This public trust requires that officers demonstrate the highest degree of character and integrity. It is with this heavy obligation to those served, coupled with the need to protect the rights and preserve the dignity to individual officers, including the need to protect them from spurious allegations, that this section is formulated. The University and the Guild recognize the importance of a cooperative effort to ensure fairness to employees without unduly limiting the rights of management.

10.11 **Rights of employees under investigation**

When an officer is under an administrative investigation that could lead to disciplinary action:

- A. The interview of any peace officer shall be at a reasonable hour, preferably at a time when the officer is on duty. If this is not possible, then during the normal waking hours of the employee.
- B. The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. If the interview is of extended duration, (i.e. beyond 2 hours in length), reasonable breaks will be afforded the peace officer being interviewed.
- C. The officer under investigation shall be informed prior to such interview of the name and assignment of the person in charge of the investigation, the interviewing person(s), and all persons to be present during the interview.
- D. The officer under investigation shall be informed of the nature of the investigation prior to any interview including the specific nature of the charges against him or her.
- E. The officer being investigated shall not be subject to verbal abuse. No promise of reward shall be made as an inducement to answer any question.

- F. Either the Department or the officer may request that a tape recording be made of the interview. Neither party will tape record the interview without obtaining the consent of the other party, nor shall either party attempt to secrete a tape recorder. If a tape is made the officer being interviewed is entitled to, at his or her request, a true copy of the tape. If requested, a verbatim transcript from the tape shall be provided at the officer's expense.
- G. All interviews shall be limited in scope to the activities, circumstances, or events, which pertain to the employee's conduct or acts, which may form the basis for disciplinary action.
- H. The officer under investigation shall be informed of the conclusions reached as a result of the investigation and of his or her rights of appeal under this Agreement.
- I. The University agrees to provide the employee the entire contents of the employee's investigation file prior to the imposition of any personnel action, which could result in dismissal, demotion, suspension without pay or a reduction in pay. Upon written authorization from the employee, the University will provide the Guild a copy of the file.
- J. No police officer shall be compelled to submit to a polygraph examination or voice stress analyzer against his or her will. No disciplinary action or other recrimination shall be taken against an officer refusing to submit to such examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the police officer refused to take such examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or administrative proceeding, to the effect that the employee refused to take such examination.
- K. Exercise of Rights: Officers shall not be discharged, disciplined, demoted, transferred, reassigned, or discriminated against with regards to employment, nor threatened with such action as a result of exercising any of the rights granted under this process or any existing administrative grievance procedure.
- L. The officer shall have the right to be accompanied and represented by a Guild member and/or legal counsel and shall be afforded a reasonable amount of time, normally not to exceed twenty-four (24) hours, to consult prior to an interview(s), meeting(s), conference(s), or discussion(s) that the employee reasonably feels may result in discipline. The representative will not disrupt the interview, meeting, conference, or discussion, or prevent the investigator or management representative from obtaining the employee's truthful statements.
- M. The representative shall not be a person subject to the investigation or a witness in the investigation. The representative, if not an attorney shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the officer under investigation for non-criminal matters.
- N. No police officer shall be required or requested to disclose any item of his or her property, income, assets, source of income, debts, or personal or domestic expenditures, nor shall any officer be compelled to provide medical and/or laboratory information to

- investigators, unless such information is relevant to the investigation, and in the case of a criminal investigation is obtained through proper legal procedure.
- O. No police officer shall have his or her personal property searched without his or her consent unless pursuant to state law and with proper procedure. All university provided lockers, desks, etc., are available for search and seizure.
 - P. Bargaining unit members have 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.
 - Q. The University, at its discretion, may place bargaining unit members on paid administrative assignment during disciplinary investigations. Bargaining unit members on such paid leave shall remain available during their normal hours of work for assignments and may not engage in any other work for compensation during such hours. Paid administrative leave is not discipline and is not subject to the grievance procedure.