

ARTICLE 10 CORRECTIVE ACTION AND DISCIPLINE

10.1 CORRECTIVE ACTION AND DISCIPLINE

The University will take corrective action or discipline to respond to the nature and severity of the offense, and the Employee's prior record. The University will not be precluded from discharging an employee or administering other substantial forms of discipline despite the absence of any prior disciplinary record when warranted by the nature and/or severity of the offense. When taking corrective action or disciplinary action, the University will make a reasonable effort to protect the privacy of the Employee.

A. Corrective Action

1. Possible corrective actions may include but are not limited to: an informal verbal counseling, a verbal reprimand, a counseling memo, corrective work plan, or a letter of reprimand.
2. Documentation of a corrective action that is retained in the supervisor's file will be destroyed no later than twelve (12) months following the date the documentation was created.
3. As part of corrective action, management may also assign training or retraining.

B. Disciplinary Action: Possible disciplinary actions may include but are not limited to: suspension, reduction in pay, demotion or dismissal. There will be no combining of corrective action and/or disciplinary action per incident. The University will not discipline any permanent employee without just cause.

1. **Pre-Disciplinary Action(s)**

Prior to imposing discipline, the University will inform the Employee in writing of the reasons for the contemplated discipline and copies of available documentation will be provided to the Employee. The University will provide the IUOE, Local 280 Representative with a copy on the same day it is given to the Employee. The Employee will be provided an opportunity to respond either at a meeting scheduled by the University, or in writing if the Employee prefers.

2. **Disciplinary Action(s)**

- a. Disciplinary actions may only occur after the Pre-Disciplinary Action process is complete, as outlined in 10.1.B.1.
- b. The Appointing Authority must notify an employee in writing at least fifteen (15) days before the effective date of the demotion, or reduction in base salary.
- c. An Appointing Authority may suspend a permanent employee without pay for a time period not to exceed fifteen (15) days as a single penalty or more than thirty (30) days in any one (1) calendar year as an accumulation of several penalties. An employee being suspended must be notified in writing no later than one (1) day after the suspension takes effect.
- d. An Appointing Authority may dismiss an employee with fifteen (15) days' written notice or without fifteen (15) days' notice as follows:
 - (1) An Appointing Authority may dismiss an employee effective immediately with pay in lieu of the fifteen (15) days' notice period.
 - (2) An Appointing Authority may dismiss an employee effective immediately without pay in lieu of the fifteen (15) days' notice period if the circumstances are such that the retention of the Employee in an active duty status may result in damage to state property or may be injurious to the Employee, fellow workers, or the public. The notification for the dismissal is required and must state the cause for the dismissal and in addition the necessity for the immediacy of the action.
- e. If an employee is dismissed, suspended, demoted, or incurs a reduction in base salary, the Employee will be provided with written notification, which will include the disciplinary action, the specific charges and the Employee's right to grieve the disciplinary action.

- f. Any University convened meeting requiring the Employee's presence regarding corrective action, disciplinary action or investigatory processes will be considered time worked for the Employee. Prior to a University convened meeting, the Employee(s) will be provided up to thirty (30) minutes including travel time, which will be considered time worked, to consult with their official representative. The role of the Employee in regard to University initiated investigations is to provide information and cooperate with the University's investigation.

10.2 INVESTIGATIONS

The University has the authority to conduct investigations.

- A. If the University determines that an investigation is necessary, the Employee will receive written notice of the investigation within ten (10) work days from the date the supervisor or manager becomes aware of an allegation.
 1. The University, at its discretion, may place employees on paid home assignment during disciplinary investigations. Employees on such paid home assignment must remain available during their normal hours of work. Paid home assignment is not discipline and is not subject to the grievance procedure.
 2. If the allegation is determined to be unfounded, the Employee will be so advised in writing and all documents related to the allegation(s) will be destroyed in the presence of the Employee, unless otherwise required by law, or the University has a reasonable expectation that the material may pertain to a potential legal or administrative action, i.e., grievance, or complaint.

10.3 OFFICIAL UNION REPRESENTATION

- A. **Investigatory interview:** Upon request, an employee has the right to one (1) official Employee representative and/or one (1) IUOE, Local 280 Representative at an Investigatory interview called by the University as outlined in Section B of this Article, if the Employee reasonably believes discipline could result. Prior to convening an investigatory interview, an employee will be provided an opportunity

to secure Union representation.

- B. **Pre-disciplinary meeting:** An employee may have one (1) official Employee representative and/or one (1) IUOE, Local 280 Representative at a Pre-disciplinary meeting. Employees will be given five (5) work days written notice prior to a pre-disciplinary meeting.
- C. **Availability of Representative:** If the requested representative is not reasonably available, the Employee will select another official representative. Employees seeking representation are responsible for contacting their representative. The unavailability of a representative will not be cause for delaying the Investigatory or Pre-disciplinary meeting, unless mutually agreed to by the University.
- D. The role of the official representative in regard to University-initiated investigations and/or pre-disciplinary meetings is to provide assistance and counsel to the Employee. The official representative may speak during the interview, but may not bargain over the purpose of the interview or meeting nor obstruct the interview or meeting with the Employee. Every effort will be made to cooperate in the investigation or meeting.
- E. Attendance at a University convened meeting as described in Section A and B above will be considered time worked for the official Employee representative. Prior to a University convened meeting, the official Employee representative will be provided up to thirty (30) minutes including travel time, which will be considered time worked, to consult with an employee(s).

10.4 PROBATIONARY EMPLOYEES

- A. The University reserves the right to discipline or discharge from employment any probationary employee or terminate the probationary appointment at any time within the probationary period with one (1) work day notice.
- B. Disciplinary actions taken with respect to probationary employees, including discharge, will not be grievable.

10.5 INFORMAL ACTION

Nothing in this Article limits a supervisor's ability to informally address employee concerns, training, performance or behavior issues.