

ARTICLE 6

DISCIPLINE

- 6.1 The CSU may discipline an employee for just cause.
- 6.2 a. "Discipline" is defined as:
1. a written reprimand
 2. suspension without pay for a maximum of 21 calendar days or
 3. a dismissal/discharge
- b. All written reprimands pursuant to 6(2)(i) shall be clearly identified in the document as a "letter of reprimand". Upon the employee's request and after 12 months from the effective date, a reprimand in the personnel file shall be permanently removed. This provision shall not be implemented under the following conditions:
1. a written notice of intent pursuant to 6.4 of this Article has been served on an employee and such a reprimand is related to the pending disciplinary action; or
 2. a subsequent written reprimand(s) of a similar nature has been placed in the Personnel File within the 12 month period. If, after 12 months of the effective date of the subsequent reprimand, then the employee may also request the removal of the prior written reprimand(s) of a similar nature.
- 6.3 "Discipline" does not include any other personnel action, including, but not limited to:
- a. an oral or verbal counseling or warning; however, an oral warning may be challenged in a grievance only after it is subsequently used for evidence or to justify the extent of the penalty in a disciplinary matter;
 - b. the expiration of an appointment or the failure to make a reappointment;
 - c. a reassignment for operational needs;
 - d. a removal due to academic ineligibility;
 - e. a performance evaluation;
 - f. investigatory leave;

- g. rescission of an appointment due to failure of a condition.

Written Notice of Intent

- 6.4 In the event that dismissal/discharge of an employee is contemplated, the University shall provide the employee with a written notice of intent. A copy of the written notice shall be sent to the Union. The written notice shall:
- a. inform the employee of the dismissal/discharge action proposed, the reason for the proposed action including applicable documentation and the effective date(s) of the action;
 - b. inform the employee of the right to respond and to whom to respond within the applicable time limit in accordance with provision 6.6 below; and,
 - c. inform the employee of the right to representation by another employee or the Union.

Response to Written Notice of Intent

- 6.5 The employee or her/his representative shall have the right to respond in writing within seven (7) calendar days from the issuance of the written Notice of Intent. If the Notice is mailed to the employee, the employee may respond within twelve (12) calendar days from the date of issuance.

Written Notice of Disciplinary Action

- 6.6 After review of a timely response, if any, the University shall notify the employee and the employee's designated representative of any disciplinary action to be taken and its effective date, as well as the rights set out under Article 10, Grievance Procedure. The University may reduce such discipline without the issuance of a further Written Notice of Intent. A copy of the Notice shall be sent to the Union.

Investigatory Leave

- 6.7 The University may place an employee on Investigatory Leave with full pay without prior notice, in order to review or investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the employee from all work duties and/or require removing the employee from the premises. Investigatory leave shall not be considered a form of disciplinary action.

The University will immediately provide the employee and her/his representative with written confirmation of the Investigatory Leave. The University may place an employee on investigatory leave at any time prior to, at the time of, or following a Notice of Intent. An employee on investigatory leave shall not receive pay in excess of what the employee would have earned had the employee not been placed on investigatory leave.