

## **ARTICLE 6 – DISCIPLINE OR DISMISSAL**

Section 1. ASEs shall only be subject to discipline or dismissal for just cause.

Section 2. It is recognized that ASE appointments cease at the end of a designated period, and the cessation of such an appointment is not subject to the just cause requirement. 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 are subject to this Agreement.

Section 3. In the event disciplinary action will not result in a suspension or dismissal, the ASE and the union shall be provided with a copy of the disciplinary action. The ASE may request a conference with a Union representative and the supervisor to discuss the discipline prior to the disciplinary action being placed in the ASE's file, but not later than fourteen (14) days from the receipt of the copy of the disciplinary action.

Section 4. In the event that suspension or dismissal of an ASE is contemplated, the University shall:

1. Notify the ASE and the union in writing of the contemplated action. 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 conference, and notice of the right to Union representation. Upon request, the ASE shall be entitled to any materials (such as an investigative report) that have been prepared, although confidential information and witness statements may be withheld; and
2. Offer a disciplinary conference to be held with the Department Chair (or designee) or Hiring Unit Director (or designee) at least three (3) business days after the written notice.

Section 5. The ASE shall be entitled to Union representation at the conference, at which the Union representative shall be afforded the opportunity to speak on behalf of the employee and shall otherwise be entitled to represent the employee.

Section 6. During the conference, the ASE shall be apprised of the charges and shall have an opportunity to respond to the charges.

Section 7. An ASE who is disciplined or discharged shall be entitled to file a grievance at the second step of the grievance procedure. The ASE shall have fourteen (14) calendar days from the date of the action to file a grievance.

Section 8. The Union shall be promptly notified in writing of any disciplinary action taken against an ASE.

Section 9. Administrative Leave:

- A. The University may place an ASE on paid administrative leave without prior notice, in order to investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the ASE from all work duties and/or require removing the ASE from the premises.
- B. The Union will be promptly notified of when an ASE is placed on paid administrative leave.
- C. Paid administrative leave is not discipline.
- D. At the conclusion of an investigation of an ASE placed on administrative leave, where the Employer elects not to take disciplinary action, the ASE will be provided with a notification that the investigation is completed and that no discipline will be imposed.
- E. If no disciplinary action is taken, no record of administrative leave will be placed in the ASE's personnel file.