

ARTICLE 9

ARTICLE 9 DISCIPLINARY ACTION

Section A. Authority.

The parties recognize the authority of the Employer to reprimand in writing, suspend, discharge, or take other appropriate disciplinary or corrective action against an employee for just cause.

Discipline, when invoked, will normally be progressive in nature, however, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.

Section B. Investigation.

Allegations or other assertions of failure of proper employee conduct or performance are not charges, but may constitute a basis for appropriate investigation by the Employer. The parties agree that disciplinary action must be supported by timely and accurate investigation. For purposes of this Article, investigation to determine whether disciplinary action should be taken, is timely when commenced within twenty (20) weekdays following the date on which the Employer had reasonable basis to believe that such an investigation should be undertaken. The Employer will agree to conclude an investigation as expeditiously as possible. Where an investigation does not result in discipline, the findings of the investigation shall be communicated to the employee under investigation. Upon the employee's request, such findings will be confirmed in writing, no later than five (5) week days from employee's request.

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An employee shall be given written notice of the right to the presence of a Union Representative at a meeting at which discipline or a less than satisfactory service rating may or will take place, or at an investigatory interview of the employee by the Employer regarding allegations or charges of misconduct against the employee. Upon request, a supervisor will assist the employee by providing contact information for the Union. The Employer must advise the employee of the nature of any disciplinary or investigatory meeting before the meeting commences. At the beginning of the investigatory conference of the employee who is the subject of the investigation the designated Union Representative shall be given a copy of any prepared investigation questions to be asked during the investigatory conference. This shall in no way limit the questions the Employer may ask during the conference. In the event the investigatory conference is not completed, the Union Representative shall return the copy of the investigation questions.

The parties agree that when, in the course of any investigation, a written statement of any kind is requested from an employee, eligible for representation under this Article, the employee shall be given the request in writing with notice that the employee may consult with a Union Representative prior to responding. The employee shall be afforded a reasonable time to respond without undue delay but in no event shall the response be due prior to 24 hours. A copy of the written response shall be provided to the employee who shall have an opportunity to review, amend, change or correct said statement no later than the end of the employee's next regularly scheduled work shift. Such statement shall not be considered or used until the time period set forth herein has elapsed.

Section C. Disciplinary Action and Conference.

1. Whenever an employee is to be formally charged with a violation of any obligation, rule, regulation or policy, or charges are in the process of being prepared, a Disciplinary Conference shall be scheduled and the employee shall be notified in writing of the claimed violation and disciplinary penalty or possible penalty therefore. Nothing shall prevent the Employer from withholding a penalty determination until after the Disciplinary Conference provided herein has been completed.

Whenever it is determined that disciplinary action is appropriate, a Disciplinary Conference shall be held with the employee at which the employee shall be entitled to Union representation. The Representative must be notified and requested by the employee. Upon request, a supervisor will assist the employee by providing contact information for the Union. The Employer shall provide at least five (5) weekdays advance notice of the meeting to the employee. Disciplinary packets shall be transmitted no less than five (5) week days before the conference. Disciplinary packets shall include consecutively numbered pages, the notice of charges and the facts relied upon by the Employer in determining that disciplinary action is appropriate.

The parties agree it is their intent to utilize the following process for transmitting disciplinary packets to the Union no less than five (5) weekdays before the scheduled disciplinary conference consistent with the Memorandum of Understanding dated 2/16/10. In the event that there is a steward at the same worksite as the employee who is the subject of the disciplinary

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conference, the Employer will give the steward the disciplinary packet.

In the event that there is no steward designated for the employee who is the subject of the disciplinary conference or the steward is not at the same worksite as the employee, the Employer will email, fax, mail or deliver the disciplinary packet to the Local 6000 office in Lansing. The first weekday after the packet is emailed, faxed, or delivered will count as the first of the five (5) weekdays. The Employer may also mail the disciplinary packet to the Local if the document is too lengthy to email or fax. However, an additional three (3) weekdays (to account for mail time) must be added.

In all cases, if the steward is on leave and not at their worksite, the packet will be provided to the Local 6000 office using the process outlined above.

Weekdays, for the purpose of the process, are defined as Monday through Friday inclusive, excluding holidays consistent with Article 8, Section I, of this Agreement.

No Disciplinary Conference shall proceed without the presence of a requested Representative. The Representative shall be a UAW work site Steward or a UAW Chief Steward so that scheduling of the Disciplinary Conference shall not be delayed. At the disciplinary conference the results of the investigation and documentation of all evidence gathered, including summaries of verbal statements, shall be made available to the employee or designated Union Representative, upon request.

The employee shall be informed of the nature of the charges against him/her and the

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reasons that disciplinary action is intended or contemplated. Except in accordance with Sections C.2., D., and E. of this Article, an employee shall be promptly scheduled for a Disciplinary Conference. Questions by the employee or Representative will be fully and accurately answered at such meeting to the extent possible. Response of the employee, including his/her own explanation of an incident if not previously obtained, or mitigating circumstances, shall be received by the Employer. The employee shall have the right to make a written response to the results of the Disciplinary Conference which shall become a part of the employee's file.

The employee shall be given and sign for a copy of the written notice of charges and disciplinary action if determined. Where final disciplinary action has not been determined the notice shall state that disciplinary action is being contemplated. The employee's signature indicates only that the employee has received a copy, shall not indicate that the employee necessarily agrees therewith, and shall so state on the form.

2. In the case of an employee dismissed for unauthorized absence for three (3) consecutive days or more, or who is physically unavailable, a Disciplinary Conference need not be held, however, notice of disciplinary action shall be given.

3. Notice. Formal notification to the employee of disciplinary action shall be in the form of a letter or form spelling out charges and reasonable specifications, advising the employee of the right to appeal. The employee must sign for his/her copy of this letter, if presented personally, or the letter shall be sent to the employee by

certified mail, return receipt requested. Dismissal shall be effective on the date of notice. An employee whose dismissal is upheld shall not accrue any further leave or benefits subsequent to the date of notice. If the employee has received and signed for a written letter of reprimand, no notice is required under this Article.

4. Any employee who alleges that disciplinary action is not based upon just cause may appeal such action in accordance with the grievance procedure. Reassignment of an employee at the same level, and work location if feasible, incidental to a disciplinary action upheld or not appealed shall not be prohibited or appealable, provided the possibility of such reassignment was stated to the employee in the notice of disciplinary action. However, the Employer retains the option to reassign as part of the administration of discipline for just cause.

5. Any performance evaluation, record of counseling, reprimand, or document to which an employee is entitled under this Agreement shall not be part of the employee's official record until the employee has been offered or given a copy.

Section D. Emergency Removal.

Nothing in this Article shall prohibit the Employer from the emergency removal of an employee from the premises in cases where, in the judgment of the Employer, such action is warranted such removal shall be with pay and benefits. Within seventy-two (72) hours of the emergency removal, a written notice shall be issued to the employee stating the reason(s) for the removal. As soon as practicable thereafter, investigation and the Disciplinary Conference procedures described herein shall be undertaken and completed. The emergency removal shall be

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superseded by suspension for investigation, disciplinary suspension, dismissal, or reinstatement within seven (7) calendar days.

Section E. Suspension for Criminal Charge.

Any employee arrested, indicted by a grand jury, or against whom a charge has been filed by a prosecuting official for conduct on or off the job, may be immediately suspended. Such suspension may, at the discretion of the Employer, remain in effect until the indictment or charge has been fully disposed of by trial, quashing or dismissal.

Nothing herein shall prevent an employee from grieving the reasonableness of a suspension under this Subsection, where the employee contends that the charge does not arise out of the job or is not related to the job. An employee who has been tried and convicted on the original or a reduced charge and whose conviction is not reversed, may be disciplined or dismissed from the classified service upon proper notice without the necessity of further charges being brought and such disciplinary action shall be appealable through the grievance procedure. The record from any trial or hearing may be introduced by the Employer or Union in such grievance hearing, including Arbitration. Under this circumstance a Disciplinary Conference will be conducted only upon written request of the employee.

An employee whose indictment is quashed or dismissed, or who is acquitted following trial, shall be reinstated in good standing and made whole if previously suspended in connection therewith unless disciplinary charges, if not previously brought, are filed within three (3) week days of receipt of notice at the Central Personnel Office of the results of the case, and appropriate

action in accordance with this Article is taken against such employee. Nothing provided herein shall prevent the Employer from disciplining an employee for just cause at any time irrespective of criminal or civil actions taken against an employee or irrespective of their outcome.

Section F. Resignation in Lieu of Disciplinary Action.

Where a decision is made to permit an employee to resign in lieu of dismissal the employee must submit a resignation in writing. This resignation shall be held for twenty-four (24) hours after which it shall become final and effective as of the time when originally given unless retracted during the twenty-four (24) hour period. This rule applies only when a resignation is accepted in lieu of dismissal and the employee shall have been told in the presence of a Union Representative that he/she will be terminated in the absence of the resignation. The offer of such resignation in lieu of dismissal shall be at the sole discretion of the Employer and the resignation and matters related thereto shall not be grievable.

Section G. Suspension for Investigation.

The Employer may relieve an employee from duty with pay for investigation. A suspension shall be superseded by disciplinary suspension or dismissal, or by reinstatement, within seven (7) calendar days or within such extension as may be authorized in writing by the department personnel director or his/her designee. Where a subsequent disciplinary suspension results, the Employer may count the days of suspension for investigation as part of the penalty.

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Section H. Location.

The location of the investigatory interview or disciplinary conference shall normally be at the employee's worksite. By mutual agreement, the interview/conference can be at an alternate location.