

ARTICLE 8

DISCIPLINE AND DISCHARGE

SECTION 1 — GENERAL

- (A) Disciplinary action, for the purposes of this Article is defined as verbal reprimand; written reprimand; suspension without pay; a reduction in pay not the result of the layoff procedures contained in Article 20, or a discharge. A rejection from probation pursuant to Article 5, section 10, is not a disciplinary action as defined in this Article.
- (B) No employee will be the subject of a disciplinary action except for just cause.
- (C) This Article shall govern all disciplinary or discharge actions taken against an employee.
- (D) As appropriate, Local 1000 will adhere to the principles of progressive discipline.

SECTION 2 — PROCEDURES

No formal disciplinary or discharge action shall be effective unless:

- (A) The employee and the Union are delivered written notice of the proposed action no more than one (1) year after the alleged cause becomes known to Local 1000.
- (B) The notice sets forth in ordinary and concise language the acts or omissions which constitute cause for the action. The notice may be amended to include any act or omission discovered by Local 1000 after delivery of the notice provided that all time limits set forth in this Article shall thereafter run from the date of delivery of the amended notice to the employee and the Union.
- (C) The notice specifies the action to be taken and the dates thereof.
- (D) The notice is served in person or by certified mail upon the employee at his/her last known address and the Union. If service is by mail, service shall be deemed complete upon mailing; however, all limits for the employee's response shall be extended by five (5) days, excluding Saturdays, Sundays and holidays.

SECTION 3 — APPEAL

All appeals under this Article shall be filed at the second step of the grievance procedure. Such appeals shall be filed within ten (10) days of delivery of written notice of the proposed action.

SECTION 4 — PERSONNEL FILES

- (A) An employee and/or his/her representative with the consent of the employee shall have the right to inspect and copy the employee's personnel file and any other document in the possession of Local 1000 which is relevant to the ability of an employee to perform his/her job or to an issue grieved. No document which is withheld from an employee or his/ her representative in violation of this section shall be used or relied upon in any meeting or proceeding to support disciplinary or discharge action.
- (B) Any adverse comment, entry, or the like, may not be relied upon for any disciplinary purpose, including being admissible in any arbitration, if such comment or entry is one (1) year or more old, and no subsequent comment or entry has been entered dealing with the same problem within a year of the prior document. In other words, adverse entries dealing with the same problem can be "linked" for purposes of admissibility, so long as the most recent entry relied upon is within one (1) year of the disciplinary action. The above is not meant to make anything grievable that was not previously grievable.
- (1) This provision shall not apply to any documents memorializing a letter of reprimand, a suspension, a reduction in pay not the result of layoff procedures, or a discharge once such actions become final. However, an employee who has been the subject of discipline or discharge may request that such documents be purged from his/her files after three (3) years from the date of such action, and the parties may mutually agree to such purging at any time, including when the discipline is initiated.
- (2) If the Union chooses to admit in an arbitration any or all portions of a performance report of an employee, Local 1000 may admit any performance reports of the employee, notwithstanding the above.

SECTION 5 — ADMINISTRATIVE LEAVE

Local 1000 may place an employee on administrative leave with pay for a period of up to thirty (30) days to investigate acts or conduct justifying discharge which an employee is suspected of doing, prior to filing formal charges or to remove from the job site, employees against whom an action of discharge has been taken. Should no disciplinary action be instituted or taken, any notes or records of the investigation shall be removed from the employee's personnel file.

SECTION 6 — WORK RULES

Local 1000 shall have the right to establish, amend and repeal reasonable Work Rules relating to employee conduct not in conflict with this Agreement. Said rules shall be incorporated herein in their entirety by this reference. Local 1000 shall provide Work Rules to each employee upon employment or whenever Work Rules are changed. If

Local 1000 establishes or amends a Work Rule, Local 1000 will provide the Union with this information. Upon request from the Union, Local 1000 will negotiate with the Union about the proposed changes. In the event of an impasse, there shall be no mediation of the dispute and Local 1000 will be free to implement the new or revised Work Rule. Nothing in this section shall prevent the Union from subsequently filing a grievance which may be referred to arbitration challenging the interpretation or application of the Rule, or the reasonableness of the Rules as applied to a particular factual situation.

SECTION 7 — EMPLOYEE ASSISTANCE

In cases where Local 1000 alleges that an employee is having one or more deficiencies in job performance, and the employee raises as a defense or explanation that he/she is experiencing problems due to substance abuse which adversely affects job performance the following shall occur:

- (A) Prior to instituting disciplinary action, or as an alternative to discipline, Local 1000 will direct the employee to utilize the employee assistance program provided in Article 14 of this Agreement. Upon completion of the employee assistance program the employee will provide Local 1000 with a satisfactory demonstration that his/her problem has been resolved as it relates to on-the-job duties.
- (B) In the case of first offenses of this nature, Local 1000 shall waive disciplinary action. Thereafter, substance abuse shall not constitute grounds for waiver of disciplinary action under section 1 of this Article, subject to the “just cause” standard of that section.