

ARTICLE 11
CORRECTIVE ACTION

Reprimands

- 11.1 As used in this Article, the term “reprimand” shall refer to any written communication from an appropriate administrator to an Instructor that criticizes or otherwise comments negatively upon the personal/professional conduct and/or job performance of the Instructor if that written communication is placed in the official personnel file. Performance evaluations or notices of performance expectations or rules and regulations do not constitute a reprimand.
- 11.2 Reprimands shall be provided in a timely and confidential manner.
- 11.3 Within thirty (30) days of the issuance of the reprimand, an Instructor may request a conference with the appropriate administrator who issued the reprimand to discuss the reprimand. Such a request shall not be unreasonably denied. The Instructor may be represented at such a conference by a Union Representative. If a written response is to be provided, the date of such a response will be conveyed by the end of this meeting.
- 11.4 A written reprimand shall be placed in the official personnel file of the affected Instructor and shall be subject to Article 10, Personnel File. The Instructor shall be provided with a copy of a written reprimand. An Instructor may appeal the decision to place a written reprimand in his/her personnel file to the Dean within five (5) days of receiving a response to the conference held pursuant to 11.3 above. The Dean may hold a meeting with the Instructor and his/her representative, if any. Within ten (10) days of receipt of the appeal, the Dean shall provide a written response to the Instructor.

Rebuttal to Reprimand

- 11.5 An Instructor shall have the right to attach a rebuttal statement to a written reprimand in his/her official personnel file.

Removal of Reprimand from Personnel File

- 11.6 Upon the Instructor's request and three (3) years from its effective date, a reprimand in the personnel file shall be permanently removed. Such a request shall be promptly honored and a statement verifying the permanent removal of the reprimand shall be provided to the Instructor. Neither the Instructor's request for such a removal, nor the statement verifying the removal, shall be placed in the Instructor's personnel file. If a notice of disciplinary action has been served on the Instructor and such a reprimand is related to the disciplinary action, this provision shall not be implemented. Nothing in this provision shall prohibit earlier removal of the reprimand.

Temporary Suspension

- 11.7 The President may temporarily suspend with pay an Instructor for reasons related to (a) the safety of persons or property, (b) the prevention of disruption to programs and/or operations, or (c) investigation for formal notice of disciplinary action.
- 11.8 The President shall notify the Instructor of the immediate effect of a temporary suspension.
- 11.9 The President may terminate or extend a temporary suspension and shall notify the Instructor of any such extension and the anticipated completion date of the investigation, in writing. Notice may be provided by fax, electronic mail or regular mail, in addition to certified mail.
- 11.10 Temporary suspension and corrective action shall not be subject to Article 7, Grievance Procedure, unless the grievant alleges the terms of this Agreement have been violated, misinterpreted or misapplied.

Investigatory Interviews (Weingarten Rights)

- 11.11 Upon the Instructor's request, the Instructor may be represented at an investigatory interview if the Instructor reasonably believes that disciplinary action may result. Prior to the interview, the Instructor shall be informed of the general nature of the matter being investigated. The Instructor may request to consult with a representative, if any. The right to representation does not apply to meetings held exclusively to inform an Instructor of a previously made disciplinary decision unless the CSU proposes to discuss or modify the disciplinary decision. If the representative that an Instructor requests is unavailable, the Instructor may request alternate representation. The CSU is not obliged to postpone the interview, nor to suggest or secure the alternate representation; however, the Instructor shall not be required to answer any questions without a representative present, unless the Instructor voluntarily chooses to do so. At its discretion, the CSU may decline to hold any interview if the Instructor requests representation.