

***Proposing to insert the following new Memorandum of Understanding and delete the following letter of procedure and understandings between the parties:***

*Letter 29 – Nullifying Discipline*

*Memorandum of Understanding Regarding Tobacco Free Workplace (revised 2014 Negotiations)*

## **MEMORANDUM OF UNDERSTANDING**

### **EMPLOYEE DISCIPLINE**

The Company maintains the right to discipline, suspend, or discharge employees and shall apply the following categories when doing so: work performance, employee conduct, or attendance. Attendance discipline will be administered as provided in Supplement H. It is solely within the Company's discretion, without redress to the parties' grievance/arbitration procedures, to determine which category of discipline shall be administered.

While the Company will generally impose progressive discipline within an individual category as follows, the Company, at its discretion, may impose discipline at any of these steps depending on the nature and severity of an employee's action(s) or violation(s). An employee's record within in the preceding thirty-six (36) active service-month period will be considered in instances of progressive discipline. An employee may be suspended without pay pending the outcome of an investigation for which the employee is the subject of investigation.

- (1) Written Reprimand – issued by management and documented in the employee's record.
- (2) Final Warning/Suspension Without Pay – issued by management and documented in the employee's record.
- (3) Discharge – issued by management.

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.