

**ARTICLE 24. DISCIPLINE and TERMINATION FOR CAUSE**

**Section 1.** No bargaining unit faculty member shall be subject to discipline without just cause. Discipline will be administered in a progressive manner. Some conduct warrants a substantial sanction or dismissal on the first occurrence. A history of discipline, whether identical in nature or not, may have a cumulative effect, resulting in a more severe sanction.

**Section 2.** As used in this Agreement, “discipline” shall be limited to the following:

- a. Written letters of reprimand
- b. Demotion
- c. Loss of or reduction in benefits
- d. Suspension with or without pay of various lengths
- e. Loss of perquisites (an incidental payment, benefit, privilege, or advantage over and above regular income, salary, wages or benefits)
- f. Restitution
- g. Limitation on access to University owned or controlled property
- h. Reduction in salary or contract period
- i. Loss of tenure
- j. Termination

In order to be considered disciplinary in nature, an action must be expressly identified as disciplinary by the University. Oral counseling, oral reprimands, remediation for a specific period of time, evaluations, and promotion and compensation decisions are not discipline.

**Section 3.** Termination of a bargaining unit faculty member prior to the expiration of his or her appointment, termination of a tenured bargaining unit member, or other action, taken for financial, programmatic or other administrative considerations shall not be covered by this Article.

**Section 4.** A bargaining unit faculty member has the right to have a Union representative present; to represent or accompany the member; in any meeting regarding discipline.

~~**Section 5.** The University will provide written notice and an opportunity to respond prior to termination of a bargaining unit faculty member or the imposition of discipline~~

1 ~~involving a loss of pay or benefits.~~ Before imposing discipline involving the loss of  
2 pay or benefits or terminating a bargaining unit faculty member, the University will  
3 provide the bargaining unit faculty member with written notice and at least five days to  
4 respond.  
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6 **Section 6.** All disciplinary actions covered by this Article are grievable under Article  
7 22, Grievance Procedure. A grievance concerning suspension without pay or  
8 termination may be initiated at Step 3 of the grievance procedure.  
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10 **Section 7.** The University may place a bargaining unit faculty member on  
11 administrative leave with pay and impose other conditions on a bargaining unit faculty  
12 member that do not involve the loss of compensation for up to 45 days while the  
13 University conducts an investigation or considers the imposition of discipline.  
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15 **Section 8.** Action by the University under this Article is not stayed by the filing of a  
16 grievance or by arbitration, except by mutual agreement.  
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18 **Section 9.** If a bargaining unit faculty member is absent without leave authorized under  
19 this Agreement for 21 consecutive days during any academic or fiscal year, the  
20 bargaining unit faculty member may be considered to have abandoned his or her  
21 position and voluntarily resigned from employment with the University. Before  
22 terminating the bargaining unit faculty member's employment, the University shall  
23 attempt to contact the bargaining unit faculty member by phone, at his or her  
24 University email address, at his or her personal email address if on file in the Banner  
25 system, and by letter mailed to the last address on file in the Banner system, and shall  
26 provide the bargaining unit member with at least seven days to respond. The  
27 University's attempt to contact the bargaining unit faculty member may occur during  
28 the 21-day absence, or after. The University will provide the Union with notice of the  
29 termination of a bargaining unit faculty member under this provision. Nothing in this  
30 Article shall prohibit the University from reinstating a bargaining unit faculty member  
31 to his or her position.