

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, including but not limited to conduct in violation of the University’s non-discrimination policies, 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. Prior to imposing discipline involving the loss of pay or benefits or terminating a bargaining unit faculty member, the University will provide the bargaining unit faculty member

1 with written notice and at least five days to respond.

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3 **Section 6.** All disciplinary actions covered by this Article are grievable under Article 22,
4 Grievance Procedure. A grievance concerning suspension without pay or termination may be
5 initiated at Step 3 of the grievance procedure.

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7 **Section 7.** The University may place a bargaining unit faculty member on administrative leave
8 with pay and impose other conditions on a bargaining unit faculty member that do not involve
9 the loss of compensation while the University conducts an investigation or considers the
10 imposition of discipline. Administrative leave and any additional conditions imposed pursuant to
11 this section shall generally be limited to 75 days; however, the 75 day period may be extended
12 for good cause, including but not limited to situations where the complexity of the investigation,
13 the number of witnesses identified, or the volume of information which needs to be gathered and
14 reviewed necessitates more time. The University shall provide written notification indicating
15 how much additional time is necessary and reasons for the extension of the investigation to the
16 ~~Union~~ **faculty member** in advance of implementing any such extension. Any additional extension
17 of the leave beyond the timeframe described in the notice to the ~~Union~~ **faculty member** shall only
18 be made by mutual agreement.

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20 **Section 8.** Action by the University under this Article is not stayed by the filing of a grievance or
21 by arbitration, except by mutual agreement.

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23 **Section 9.** If a bargaining unit faculty member is absent without leave authorized under this
24 Agreement for 21 consecutive days during any academic or fiscal year, the bargaining unit
25 faculty member may be considered to have abandoned his or her position and voluntarily
26 resigned from employment with the University. Before terminating the bargaining unit faculty
27 member's employment, the University shall attempt to contact the bargaining unit faculty
28 member by phone, at his or her University email address, at his or her personal email address if
29 on file in the Banner system, and by letter mailed to the last address on file in the Banner system,
30 and shall provide the bargaining unit member with at least seven days to respond. The
31 University's attempt to contact the bargaining unit faculty member may occur during the 21-day
32 absence, or after. The University will provide the Union with notice of the termination of a
33 bargaining unit faculty member under this provision. Nothing in this Article shall prohibit the
34 University from reinstating a bargaining unit faculty member to his or her position.