

1                   **ARTICLE 24. DISCIPLINE and TERMINATION FOR CAUSE**  
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3 **Section 1.** No bargaining unit faculty member shall be subject to discipline without just  
4 cause. Discipline will be administered in a progressive manner. Some conduct, including  
5 but not limited to conduct in violation of the University’s non-discrimination policies,  
6 warrants a substantial sanction or dismissal on the first occurrence. A history of discipline,  
7 whether identical in nature or not, may have a cumulative effect, resulting in a more severe  
8 sanction.

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10 **Section 2.** As used in this Agreement, “discipline” shall be limited to the following:  
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- 12           a. Written letters of reprimand
- 13           b. Demotion
- 14           c. Loss of or reduction in benefits
- 15           d. Suspension with or without pay of various lengths
- 16           e. Loss of perquisites (an incidental payment, benefit, privilege, or advantage over  
17           and above regular income, salary, wages or benefits)
- 18           f. Restitution
- 19           g. Limitation on access to University owned or controlled property
- 20           h. Reduction in salary or contract period
- 21           i. Loss of tenure
- 22           j. Termination

23 In order to be considered disciplinary in nature, an action must be expressly identified as  
24 disciplinary by the University. Oral counseling, oral reprimands, remediation for a specific  
25 period of time, evaluations, and promotion and compensation decisions are not discipline.  
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27 **Section 3.** Termination of a bargaining unit faculty member prior to the expiration of his or  
28 her appointment, termination of a tenured bargaining unit member, or other action, taken  
29 for financial, programmatic or other administrative considerations shall not be covered by  
30 this Article.

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32 **Section 4.** A bargaining unit faculty member has the right to have a Union representative  
33 present, to represent or accompany the member, in any meeting regarding discipline.  
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35 **Section 5.** Prior to imposing discipline involving the loss of pay or benefits or terminating  
36 a bargaining unit faculty member, the University will provide the bargaining unit faculty  
37 member with written notice and at least five days to respond.  
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39 **Section 6.** All disciplinary actions covered by this Article are grievable under Article 22,  
40 Grievance Procedure. A grievance concerning suspension without pay or termination may  
41 be initiated at Step 3 of the grievance procedure.  
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1 **Section 7.** The University may place a bargaining unit faculty member on administrative  
2 leave with pay and impose other conditions on a bargaining unit faculty member that do not  
3 involve the loss of compensation while the University conducts an investigation or  
4 considers the imposition of discipline. Administrative leave and any additional conditions  
5 imposed pursuant to this section shall generally be limited to 75 days; however, the 75 day  
6 period may be extended for good cause, including but not limited to situations where the  
7 complexity of the investigation, the number of witnesses identified, or the volume of  
8 information which needs to be gathered and reviewed necessitates more time. The  
9 University shall provide written notification indicating how much additional time is  
10 necessary and reasons for the extension of the investigation to the faculty member in  
11 advance of implementing any such extension. Any additional extension of the leave beyond  
12 the timeframe described in the notice to the faculty member shall only be made by mutual  
13 agreement between the University and the Union.

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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 this  
19 Agreement for 21 consecutive days during any academic or fiscal year, the bargaining unit  
20 faculty member may be considered to have abandoned his or her position and voluntarily  
21 resigned from employment with the University. Before terminating the bargaining unit  
22 faculty member's employment, the University shall attempt to contact the bargaining unit  
23 faculty member by phone, at his or her University email address, at his or her personal  
24 email address if on file in the Banner system, and by letter mailed to the last address on file  
25 in the Banner system, and shall provide the bargaining unit member with at least seven  
26 days to respond. The University's attempt to contact the bargaining unit faculty member  
27 may occur during the 21-day absence, or after. The University will provide the Union with  
28 notice of the termination of a bargaining unit faculty member under this provision.  
29 Nothing in this Article shall prohibit the University from reinstating a bargaining unit  
30 faculty member to his or her position.

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