



UNITED ACADEMICS PROPOSAL

ARTICLE 18

DISCIPLINE and TERMINATION FOR CAUSE

Section 1. No bargaining unit faculty member shall be subject to discipline without just cause. Discipline will ~~normally~~ be administered in a progressive matter. 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.

For the purposes of this Agreement, the following shall constitute grounds for discipline:
~~cause shall include, but is not limited to, the University's reasonable, good faith conclusion that one or more of the following has occurred:~~

- ~~• Unsatisfactory performance.~~
- ~~• Conduct that constitutes a violation of law or University policy, or failure to comply with an obligation of a bargaining unit member under this Agreement.~~
- ~~• Neglect of duty.~~
- ~~• Professional, research or academic misconduct.~~
- ~~• Dishonesty.~~
- ~~• Conduct that constitutes a crime (whether or not prosecution is pursued or a conviction is obtained).~~
- ~~• Being under the influence of alcohol or of a controlled substance while performing work duties.~~
- ~~• Conduct at or away from work that impairs a bargaining unit member's ability to perform his or her job or adversely affects a legitimate interest of the University.~~
- ~~• Failure to account for, handle, or safeguard funds or property in accordance with the law, policy, or procedure.~~
- ~~• Failure to maintain the confidentiality of records or information as required by law or the University.~~
- ~~• Misuse of records or information.~~
- ~~• Failure to safeguard the health or safety of persons.~~
- ~~• Discrimination or harassment.~~
- ~~• Concealing, or assisting in any of the foregoing.~~

Failure to perform the responsibilities of a faculty member under this Agreement, to students, to the faculty member's academic discipline, to colleagues, or toward the university in its primary educational and scholarly functions, or to the university's secondary administrative functions (maintaining property, disbursing funds, keeping records, and protecting the health and safety of persons in the institutional community), where such failure has a substantially negative impact.

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3 **Section 2.** As used in this Agreement, “discipline” shall be limited to the following:
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- 5 a. Written letters of reprimand.
6 b. Demotion
7 c. Loss of or reduction in benefits.
8 d. Suspension with or without pay of various lengths.
9 e. Loss of perquisites (an incidental payment, benefit, privilege, or advantage over
10 and above regular income, salary, wages or benefits).
11 f. Restitution.
12 ~~g. Public or private censure.~~
13 h. Limitation on access to University owned or controlled property.
14 i. Reduction in salary or contract period.
15 j. Loss of tenure.
16 m. Termination.
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18 In order to be considered disciplinary in nature, an action must be expressly identified as
19 disciplinary by the University Administration. Oral counseling, oral reprimands,
20 remediation for a specific period of time, evaluations, and promotion and compensation
21 decisions are not discipline.
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23 **Section 3.** Termination of a bargaining unit member prior to the expiration of his or her
24 appointment, termination of a tenured bargaining unit member, or other action, taken for
25 financial, programmatic or other administrative considerations shall not be covered by
26 this Article.
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28 **Section 4.** A bargaining unit member has the right to have a Union representative present,
29 to represent or accompany the member, in any meeting regarding discipline.
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31 **Section 5.** The University Administration will provide written notice and an opportunity
32 to respond prior to termination of a bargaining unit member or the imposition of
33 discipline involving a loss of pay or benefits.
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35 **Section 6.** All disciplinary actions covered by this Article ~~except written reprimands or~~
36 ~~public or private censure~~ are grievable under Article 15, Grievance Procedure. A
37 grievance concerning suspension without pay or termination may be initiated at Step 3 of
38 the grievance procedure.
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40 **Section 7.** The University Administration may place a bargaining unit member on
41 administrative leave with pay and impose other conditions on a bargaining unit member
42 that do not involve the loss of compensation while the University Administration
43 conducts an investigation or considers the imposition of discipline.

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2 **Section 8.** Action by the University Administration under this Article is not stayed by the
3 filing of a grievance or by arbitration, except by mutual agreement.
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5 **Section 9.** If a bargaining unit faculty member is absent without leave authorized under
6 this Agreement for a total of 10 21 consecutive days during any academic or fiscal year,
7 the University Administration must attempt to contact the bargaining unit faculty member
8 at his or her university email address, telephone number, and by registered mail at his or
9 her home address. If another 10 consecutive days pass without the bargaining unit faculty
10 member attempting to gain authorized leave, then the bargaining unit member will be
11 considered to have abandoned his or her position and voluntarily resigned from
12 employment with the University. Nothing in this Article shall prohibit the Administration
13 from reinstating a bargaining unit faculty member to his or her position.