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~~records, and protecting the health and safety of persons in the institutional community), where such failure has a substantially negative impact.~~

**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. Public or private censure.~~
- h. Limitation on access to University owned or controlled property.
- i. Reduction in salary or contract period.
- j. Loss of tenure.
- m. Termination.

In order to be considered disciplinary in nature, an action must be expressly identified as disciplinary by the University ~~Administration~~. 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 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 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 ~~Administration~~ will provide written notice and an opportunity to respond prior to termination of a bargaining unit member or the imposition of discipline involving a loss of pay or benefits.

**Section 6.** All disciplinary actions covered by this Article ~~except written reprimands or public or private censure~~ are grievable under Article 15, Grievance Procedure. A grievance concerning suspension without pay or termination may be initiated at Step 3 of the grievance procedure.

**Section 7.** The University ~~Administration~~ may place a bargaining unit member on administrative leave with pay and impose other conditions on a bargaining unit member

1 | that do not involve the loss of compensation while the University ~~Administration~~  
2 | conducts an investigation or considers the imposition of discipline.

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4 | **Section 8.** Action by the University ~~Administration~~ under this Article is not stayed by the  
5 | filing of a grievance or by arbitration, except by mutual agreement.

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7 | **Section 9.** If a bargaining unit faculty member is absent without leave authorized under  
8 | this Agreement for a total of 10 21 consecutive days during any academic or fiscal year,  
9 | the bargaining unit faculty member will be considered to have abandoned his or her  
10 | position and voluntarily resigned from employment with the University. Before  
11 | terminating the bargaining unit faculty member's employment, the University shall  
12 | attempt to contact the bargaining unit faculty member at his or her University email  
13 | address, at his or her personal email address if on file in the Banner administrative  
14 | computing system, and by letter mailed to the last address on file in the Banner  
15 | administrative computing system, and shall provide the bargaining unit member with at  
16 | least seven days to respond. The University's attempt to contact the bargaining unit  
17 | faculty member may occur during the 21-day absence, or after. -The University will  
18 | provide the Union with notice of the termination of a bargaining unit faculty member  
19 | under this provision. University Administration must attempt to contact the bargaining  
20 | unit faculty member at his or her university email address, telephone number, and by  
21 | registered mail at his or her home address. If another 10 consecutive days pass without  
22 | the bargaining unit faculty member attempting to gain authorized leave, then the  
23 | bargaining unit member will be considered to have abandoned his or her position and  
24 | voluntarily resigned from employment with the University. Nothing in this Article shall  
25 | prohibit the Administration from reinstating a bargaining unit faculty member to his or  
26 | her position.