

1 UNIVERSITY COUNTERPROPOSAL

2 2-21-13

3
4 ARTICLE 18

5 DISCIPLINE and TERMINATION FOR CAUSE

6
7 **Section 1.** No bargaining unit member shall be subject to discipline without just cause.
8 Discipline will normally be administered in a progressive matter. Some conduct warrants
9 a substantial sanction or dismissal on the first occurrence. A history of discipline,
10 whether identical in nature or not, may have a cumulative effect, resulting in a more
11 severe sanction.

12
13 For the purposes of this Agreement, cause shall include, but is not limited to, the
14 University's reasonable, good faith conclusion that one or more of the following has
15 occurred:

- 16
17
 - 18 • Unsatisfactory performance.
 - 19 • Conduct that constitutes a violation of law or University policy, or failure to
 - 20 comply with an obligation of a bargaining unit member under this Agreement.
 - 21 • Neglect of duty.
 - 22 • Professional, research or academic misconduct.
 - 23 • Dishonesty.
 - 24 • Conduct that constitutes a crime (whether or not prosecution is pursued or a
 - 25 conviction is obtained).
 - 26 • Being under the influence of alcohol or of a controlled substance while
 - 27 performing work duties.
 - 28 • Conduct at or away from work that impairs a bargaining unit member's ability to
 - 29 perform his or her job or adversely affects a legitimate interest of the University.
 - 30 • Failure to account for, handle, or safeguard funds or property in accordance with
 - 31 the law, policy, or procedure.
 - 32 • Failure to maintain the confidentiality of records or information as required by
 - 33 law or the University.
 - 34 • Misuse of records or information.
 - 35 • Failure to safeguard the health or safety of persons.
 - 36 • Discrimination or harassment.
 - 37 • Concealing, or assisting in any of the foregoing.

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

- 39
40
 - 41 a. Written letters of reprimand.
 - 42 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. 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 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 may place a bargaining unit member on administrative leave with pay and impose other conditions on a bargaining unit member that do not involve the loss of compensation while the University conducts an investigation or considers the imposition of discipline.

Section 8. Action by the University under this Article is not stayed by the filing of a grievance or by arbitration.

Section 9. If a bargaining unit member is absent without leave authorized under this Agreement for a total of 10 days during any academic or fiscal year, the bargaining unit

- 1 member will be considered to have abandoned his or her position and voluntarily
- 2 resigned from employment with the University.

