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**ARTICLE 16  
DISCIPLINE AND DISCHARGE**

**Section 1.** For purposes of this Agreement, ~~disciplinary sanctions~~ discipline will include written warning or reprimand, reduction in duties, limitation of GTF employment-based access to University owned or controlled property, or discharge. The term "discharge" shall be limited to mean the termination of an appointment prior to the ending date of the appointment.

**Section 2.** Recognizing the value of such actions, both the University and the Union encourage the use of informal discussions between employee and supervisor in an effort to resolve employee performance problems. Such interactions shall not be considered disciplinary or used as a factor in future hiring decisions unless accompanied or followed by a written statement, which shall be included in the employee's personnel file consistent with the terms of this agreement.

**Section 3.** No GTF shall be disciplined or discharged except for just and sufficient cause. Disciplinary sanctions shall be imposed in accordance with the principles of progressive discipline where the application of such principles is appropriate. Some conduct warrants a substantial sanction or discharge 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. Neither the type of conduct nor the severity of the discipline alters the requirement of just and sufficient cause or the availability of the grievance procedures in this Agreement. Nothing in this section shall constitute a change from standard interpretations of "just cause" and "progressive discipline."

**Section 4.** A GTF is responsible to the department or unit and/or the supervisor in matters regarding employment performance. Should a GTF be disciplined or sanctioned in accordance with Section 1, the department/unit must:

- a) Meet with the GTF to discuss the exact matter considered unacceptable;
- b) Express to the GTF that a warning or reprimand is being given pursuant to this Article and that such may be placed in the employee's personnel file;

c) Provide the GTF with a written summary of the discussion within five (5) working days of the discussion. The written summary of such shall include specific guidelines for remediation of behavior/performance.

d) Comply with the provisions of Article 11 in placing any reference to the meeting in the employee's personnel file.

**Section 5.** If the unsatisfactory performance is not corrected, or if it recurs within the term(s) of appointment, discharge or reduction of duties may be recommended by the supervisor in writing.

a) Before a discharge or reduction of duties may take effect, within five (5) working days of its recommendation, the department chairperson (or equivalent level of supervision in the unit) shall review the complaint and the recommended disciplinary action.

b) In the event that the supervising professor is also a chairperson, the matter will be reviewed by the Dean of the College or designee.

c) The reviewer shall conduct a thorough and fair investigation to determine if established University or departmental policies have been violated.

d) Should the reviewer agree with the supervising professor, the disciplinary action may take place.

e) The disciplinary action should be applied even-handedly, fairly and appropriately.

f) All documents generated in compliance with Article 16, Section 5, should be placed in the employee's personnel file in accordance with Article 11.

**Section 6.** If reduction in duties or discharge is imposed, the GTF who disagrees with the sanction may seek redress through the grievance procedure provided in this Agreement. Action by the University under this article is not stayed by the filing of a grievance or by arbitration, except by mutual agreement. A grievance concerning discharge or reduction in duties may be

held at Step 3 of the Grievance Procedure if mutually agreed to. If reduction in duties or discharge is imposed at the end of an appointment ~~contract~~ period, it may be applied retroactively with respect to that proportion of the total ~~contract~~ appointment obligation which has not been fulfilled.

**Section 7.** If a GTF is absent without notifying his/her supervisor for ten (10) consecutive working days during any academic term, the GTF may be considered to have abandoned his or her position and voluntarily resigned from University employment retroactive to the first day of the absence. Before terminating the GTFs' employment, the University shall attempt to contact the GTF by phone, by his or her University email address, by his or her campus mailbox (if one exists), by his or her personal email address if this address is on file in Banner or has been recently used by the supervisor to correspond with the GTF, and by letter mailed to the last address on file in Banner, and shall provide the GTF with at least five (5) working days to respond. The University's attempt to contact the GTF may occur within the 10-day absence, or after. The University will provide the Union with notice of termination of the GTF under this provision at least three (3) working days before termination is processed. Nothing in this article shall prohibit the University from reinstating a GTF to his or her position.

**Section 8.** Notwithstanding other sections of this Article, nothing shall limit the right of the University to discharge a GTF for less than satisfactory progress toward a degree. If a GTF is discharged on the basis of less than satisfactory progress toward the degree, the department/unit must inform the student of this in writing, citing the criteria for satisfactory academic progress that have not been met. This communication should be documented and placed in the student's file in accordance with the provisions of Article 11. Graduate students may grieve departmental decisions related to satisfactory progress through the University's ~~Ggraduate Sstudent Aacademic Ggrievances procedure outlined in the Oregon Administrative Rule, 571-003-1020.~~

**Section 89.** Each academic department shall have written criteria defining satisfactory progress filed with the contract administrator. These criteria must be as specific as reasonably possible and must include objective measures (e.g., GPA, limits on the number of incompletes, and deadlines and/or timelines for passing qualifying exams or proposing one's thesis).

- a) Revisions of the criteria shall be filed with the contract administrator within fifteen

(15) working days of their enactment and will be forwarded to the Union within thirty (30) days of their receipt by the contract administrator.

b) When no revisions are received by the contract administrator, the existing criteria are assumed to be current and in force.

c) GTFs appointed in their own academic departments are to receive the criteria with their letters of appointment. Subsequent changes in criteria will be distributed to all currently employed GTFs.

d) GTFs appointed in academic departments other than their own or non-academic units are subject to the satisfactory progress criteria of their own departments and should obtain them from their departments, where they will be made available. A department shall not discharge a GTF or unilaterally reduce a GTF's FTE during the period of an appointment for failure to maintain satisfactory progress toward a degree if such status is related to thesis or dissertation requirements without having given the GTF a written warning and a reasonable time, generally not to exceed one academic quarter, to re-establish satisfactory progress.

**Section 910.** Notices of disciplinary action and reprimands are part of the supervisor's copy of the GTF personnel file and, as such, are to be retained in accordance with the University's personnel records retention schedule. If the University's personnel records retention schedule permits, ~~Upon written request of a GTF,~~ the record of a written warning or reprimand shall be removed from the GTF's personnel file upon the awarding of the graduate degree, or as soon thereafter as permitted by law. ~~the earliest occurrence of one of the following: (1) award of the graduate degree; (2) the end of a period of continuous appointment as a GTF (summer terms excluded); or (3) one year from the date of the warning or reprimand if no other written warnings or reprimands have been issued.~~ Materials so removed shall not be used with respect to later disciplinary actions, decisions concerning reappointment or any other decisions which would adversely affect the GTF concerned.

**Section 1140.** A GTF may have a Union representative present, to represent or accompany the GTF, in any discussion or meeting regarding discipline or discharge of the GTF.