

1 **ARTICLE 16**

2 **DISCIPLINE AND DISCHARGE**

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4 **Section 1.** For purposes of this Agreement, discipline will include written warning or reprimand,
5 reduction in duties, limitation of GE employment-based access to University owned or controlled
6 property or discharge. The term “discharge” shall be limited to mean the termination of an appointment
7 prior to the ending date of the appointment.

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

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15 **Section 3.** No GE shall be disciplined or discharged except for just and sufficient cause. Disciplinary
16 sanctions shall be imposed in accordance with the principles of progressive discipline where the
17 application of such principles is appropriate. Some conduct warrants a substantial sanction or discharge
18 on the first occurrence. A history of discipline, whether identical in nature or not, may have a cumulative
19 effect, resulting in a more severe sanction. Neither the type of conduct nor the severity of the discipline
20 alters the requirement of just and sufficient cause or the availability of the grievance procedures in this
21 Agreement. Nothing in this section shall constitute a change from standard interpretations of “just
22 cause” and “progressive discipline.”

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

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28 a) Meet with the GE to discuss the exact matter considered unacceptable;
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30 b) Express to the GE that a warning or reprimand is being given pursuant to this Article and
31 that such may be placed in the employee’s personnel file;
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33 c) Provide the GE with a written summary of the discussion within five (5) working days of
34 the discussion. The written summary of such shall include specific guidelines for
35 remediation of behavior/performance.

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- 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 GE 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 reduction in duties or discharge is imposed at the end of an appointment period, it may be applied retroactively with respect to that proportion of the total appointment obligation which has not been fulfilled.

Section 7. If a GE is absent without notifying their supervisor for five (5) consecutive working days during any academic term, the GE may be considered to have abandoned their position and voluntarily resigned from University employment retroactive to the first day of the absence.

70 Before the University deems the GE to have resigned employment, the University shall attempt to
71 contact the GE by phone, by their University email address, by their campus mailbox (if one exists), by
72 their personal email address if this address is on file in Banner or has been recently used by the
73 supervisor to correspond with the GE, and by letter mailed to the last address on file in Banner, and shall
74 provide the GE with at least three (3) working days to respond and present extenuating circumstances.
75 The University's attempt to contact the GE may occur within the 5-day absence, or after. The University
76 will provide the Union with notice of termination of the GE under this provision at least three (3)
77 working days before termination is processed. Such absence may be covered by the Dean of the
78 Graduate School or designee by a subsequent grant of leave with or without pay, when extenuating
79 circumstances are found to have existed. Nothing in this article shall prohibit the University from
80 reinstating a GE to their position.

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82 **Section 8.** Notwithstanding other sections of this Article, nothing shall limit the right of the University to
83 discharge a GE when:

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85 (1) the GE has made less than satisfactory progress toward their degree; or

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87 (2) the GE transfers to a new department or graduate major, unless (a) the appointment was
88 already in a unit outside of the GE's home department and (b) the transfer has no negative
89 impact on the operations, agreements, or budget of the employment unit.

90 If a GE is discharged on the basis of less than satisfactory progress toward the degree, the [head of the](#)
91 [department/unit in which the GE is enrolled as a student](#) must inform the student of this in writing,
92 citing the criteria for satisfactory academic progress that have not been met. This communication should
93 be documented and placed in the student's file in accordance with the provisions of Article 11. Graduate
94 students may grieve departmental decisions related to satisfactory progress through the graduate
95 student academic grievances procedure. [A GE's work performance shall not be considered relevant for](#)
96 [the purposes of determining satisfactory progress toward their degree.](#)

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98 **Section 9.** Each academic department shall have written criteria defining satisfactory progress filed with
99 the contract administrator. These criteria must be as specific as reasonably possible and must include
100 objective measures (e.g., GPA, limits on the number of incompletes, and deadlines and/or timelines for
101 passing qualifying exams or proposing one's thesis).

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103 a) Revisions of the criteria shall be filed with the contract administrator within fifteen (15) working
104 days of their enactment and will be forwarded to the Union within thirty (30) days of their
105 receipt by the contract administrator.

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

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

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

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121 **Section 10.** Notices of disciplinary action and reprimands are part of the supervisor's copy of the GE's
122 personnel file and, as such, are to be retained in accordance with the University's personnel records
123 retention schedule. If the University's personnel records retention schedule permits, the record of a
124 written warning or reprimand shall be removed from the GE's personnel file upon the awarding of the
125 graduate degree, or as soon thereafter as permitted by law. Materials so removed shall not be used with
126 respect to later disciplinary actions, decisions concerning reappointment or any other decisions which
127 would adversely affect the GE concerned.

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129 **Section 11.** A GE may have a Union representative present, to represent or accompany the GE, in any
130 discussion or meeting regarding discipline or discharge of the GE.

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