

**ARTICLE 16
DISCIPLINE AND DISCHARGE**

Section 1. For purposes of this Agreement, discipline will include written warning or reprimand, reduction in duties, limitation of GE 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 GE 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 GE is responsible to the department or unit and/or the supervisor in matters regarding employment performance. Should a GE be disciplined or sanctioned in accordance with Section 1, the department/unit must:

- a) Meet with the GE to discuss the exact matter considered unacceptable;
- b) Express to the GE that a warning or reprimand is being given pursuant to this Article and that such may be placed in the employee’s personnel file. **Written reprimands shall include a summary of the problem and the University’s expectations and guidelines for corrected behavior;**
- ~~c) Provide the GE 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.

- 47 a) Before a discharge or reduction of duties may take effect, within five (5) working days of
48 its recommendation, the department chairperson (or equivalent level of supervision in the
49 unit) shall review the complaint and the recommended disciplinary action.
50 b) In the event that the supervising professor is also a chairperson, the matter will be
51 reviewed by the Dean of the College or designee. (Pending definition of "supervisor")
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53 c) The reviewer shall conduct a thorough and fair investigation to determine if established
54 University or departmental policies have been violated.
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56 d) Should the reviewer agree with the supervising professor, the disciplinary action may
57 take place.
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59 e) The disciplinary action should be applied even-handedly, fairly and appropriately.
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61 f) All documents generated in compliance with Article 16, Section 5, should be placed in
62 the employee's personnel file in accordance with Article 11.
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64 **Section 6.** If reduction in duties or discharge is imposed, the GE who disagrees with the sanction
65 may seek redress through the grievance procedure provided in this Agreement. Action by the
66 University under this article is not stayed by the filing of a grievance or by arbitration, except by
67 mutual agreement. A grievance concerning discharge or reduction in duties may be held at Step 3
68 of the Grievance Procedure. If reduction in duties or discharge is imposed at the end of an
69 appointment period, it may be applied retroactively with respect to that proportion of the total
70 appointment obligation which has not been fulfilled.

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72 **Section 7.** If a GE is absent for five (5) consecutive scheduled working days during any
73 academic term without the consent of either their supervisor or unit head ~~notifying their~~
74 ~~supervisor~~ or is not on authorized leave, the GE may be considered to have abandoned their
75 position and voluntarily resigned from University employment retroactive to the first day of the
76 absence. A scheduled work day shall be defined as a day containing scheduled work
77 commitments including, but not limited to, lectures, recitations, labs, office hours, and staff
78 meetings. Before the University deems the GE to have resigned employment, the University
79 shall attempt to contact the GE by phone, by their University email address, by their campus
80 mailbox (if one exists), by their personal email address if this address is on file in Banner or has
81 been recently used by the supervisor to correspond with the GE, and by letter mailed to the last
82 address on file in Banner, and shall provide the GE with at least three (3) working days to
83 respond and present extenuating circumstances. The University's attempt to contact the GE may
84 occur within the 5-day absence, or after. The University will provide the Union with notice of
85 termination of the GE under this provision at least three (3) working days before termination is
86 processed. Such absence may be covered by the Dean of the Graduate School or designee by a
87 subsequent grant of leave with or without pay, when extenuating circumstances are found to
88 have existed. Nothing in this article shall prohibit the University from reinstating a GE to their
89 position.

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

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- (1) the GE has made less than satisfactory progress toward their degree; or
- (2) the GE transfers to a new department or graduate major, unless (a) the appointment was already in a unit outside of the GE’s home department and (b) the transfer has no negative impact on the operations, agreements, or budget of the employment unit.

If a GE is discharged on the basis of less than satisfactory progress toward the degree, the ~~head of the~~ department/unit ~~in which the GE is enrolled as a student~~ must inform the student of this in writing in accordance with the Graduate School satisfactory academic progress policy. If the department/unit in which the GE is enrolled as a student is the department/unit in which they are employed as a GE, this communication must also include notification that they are being discharged as a GE because of less than satisfactory academic progress. If the GE is employed in a different department/unit, the hiring unit must also inform the GE in writing that they are being discharged from their GE position due to less than satisfactory academic progress. ~~eking 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 graduate student academic grievances procedure. ~~A GE’s work performance shall not be considered relevant for the purposes of determining satisfactory progress toward their degree.~~

Section 9. Satisfactory academic progress is determined by Graduate School policy and individual hiring units’ GDRS documents. Each academic department shall outline criteria defining satisfactory progress in their GDRS, 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) GEs 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 GEs.
- d) GEs 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 GE or unilaterally reduce a GE’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 GE a written warning and a

138 reasonable time, generally not to exceed one academic quarter, to re-establish satisfactory
139 progress.

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

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149 **Section 11.** A GE may have a Union representative present, to represent or accompany the GE,
150 at any discussion or meeting relating to discipline or discharge of the GE, investigatory
151 interviews; or any similar meeting where *Weingarten* rights would apply.

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