

ARTICLE 16. DISCIPLINE AND DISCHARGE

GTFF Proposed Language | ~~GTFF-deletion~~ | UO Proposed Language | ~~UO-deletion~~ |
Agreed Upon Language | Status Quo

Section 1. For purposes of this Agreement, discipline will include, ~~but not be limited to~~ written warning or reprimands, reduction in duties, limitation of GE employment-based access to University owned or controlled property or discharge. Any verbal communication regarding disciplinary action shall be issued formally in written statements thereafter within five (5) working days. Failure to do so is grievable. 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 may have a Union representative present at investigatory interviews, disciplinary meetings, or any similar meeting where Weingarten rights would apply. Departments/units should inform the GE of their rights as a unionized employee to have union representation (e.g. a department steward) ~~in such meetings to represent or accompany the GE during any disciplinary meetings with their supervisor or any similar meeting where Weingarten rights would apply.~~ Notice should be given to the GE about this right when scheduling the meeting. Failure to do so is not grievable ~~and in no way negates associated discipline.~~

Section 5. 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) Comply with the provisions of ARTICLE 11 in placing any reference to the meeting in the employee's personnel file.

Section 6. 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 supervisor 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 supervisor, 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 6, should be placed in the employee's personnel file in accordance with ARTICLE 11.

Section 7. 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 8. If a GE is absent for five (5) consecutive scheduled working days during any academic term without the consent of either their supervisor or unit head or is not on authorized leave, the GE may be considered to have abandoned their position and voluntarily resigned from University employment retroactive to the first day of the absence. A scheduled work day shall be defined as a day containing scheduled work commitments including, but not limited to, lectures, recitations, labs, office hours, and staff meetings. Before the University deems the GE to have resigned employment, the University shall attempt to contact the GE by phone, by their

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

Section 9. Notwithstanding other sections of this Article, nothing shall limit the right of the University to discharge a GE when:

- 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 department/unit must inform the student of this in writing in accordance with the Division of Graduate Studies 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. 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.

Section 10. 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 reasonable time, generally not to exceed one academic quarter, to re-establish satisfactory progress.

Section 11. Notices of disciplinary action and reprimands are part of the supervisor's copy of the GE's 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, the record of a written warning or reprimand shall be removed from the GE's personnel file upon the awarding of the graduate degree, or as soon thereafter as permitted by law. 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 GE concerned.

~~**Section 12. A GE may have a Union representative present, to represent or accompany the GE, at investigatory interviews, or any similar meeting where Weingarten rights would apply.**~~

[Moved to Article 27 Section 9]

~~**Section 13. In cases where a GE is unable to enter the United States because of their immigration status or for reasons outside of their reasonable control (e.g., administrative processing), the University agrees to meet remotely with the graduate student and, at their request, a Union representative(s) or other support person, to discuss their situation and options for potential reemployment to their prior position or another position if their previous position is unavailable.**~~

[End of moved section]