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2 **UNITED ACADEMICS PROPOSAL**

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4 **DISCIPLINE AND TERMINATION**

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6 **Section 1. Cause.**

7 a. ~~Oregon State University~~ **The Employer** recognizes the importance of the principle of just  
8 cause when considering the need to discipline ~~faculty~~ bargaining unit members. **No bargaining**  
9 **unit member will be subject to discipline without just cause.** The ~~University~~ **Employer** shall  
10 adhere to the principles of progressive discipline and sanctions, except when the severity of the  
11 alleged offense warrants more severe action. ~~The parties recognize that some offenses are so~~  
12 ~~serious that suspension or dismissal may be warranted on the first occurrence even though the~~  
13 ~~bargaining unit member has no prior record of having been disciplined. Any discipline, which is~~  
14 ~~defined as a written reprimand, reduction in pay, suspension, removal and demotion, or~~  
15 ~~termination prior to the end of their appointment term, shall be for just cause.~~

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17 b. ~~For just cause related to a bargaining unit member's misconduct involving a student, the~~  
18 ~~parties acknowledge that specific legal rights of confidentiality for students must be honored.~~

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20 **Section 2. Exceptions.** ~~This Article shall apply to all situations which may require disciplinary~~  
21 ~~action or sanctions except to the extent there is a conflict with applicable law. For discipline due~~  
22 ~~to a bargaining unit member's misconduct involving a student, the Parties acknowledge that~~  
23 ~~specific legal rights of confidentiality for students must be honored.~~ Some allegations against  
24 bargaining unit members must be investigated in accordance with applicable laws and  
25 guidelines, and in those cases, the procedures of this Article will be preempted by those laws.  
26 These include but are not limited to discrimination and harassment as proscribed by Title VII of  
27 the Civil Rights Act of 1964, sexual assault, sexual discrimination or harassment as proscribed in  
28 Title IX of Education Amendments of 1972, and mandatory reporting of abuse of minors (ORS  
29 419 B.010). ~~This Article shall apply to all situations which may require disciplinary action or~~  
30 ~~sanctions except to the extent there is a conflict with applicable law.~~

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33 ~~Nothing in this Article shall prevent the University~~ **When warranted, the Employer** ~~from~~  
34 ~~reassigning~~ **may reassign** a bargaining unit member during an investigation or while imposition  
35 of discipline is being considered.

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37 **Section 3. Progressive Discipline and Sanctions.** When sanctions are warranted, ~~possible~~  
38 ~~sanctions shall include~~ **be either** written reprimand, ~~reduction in pay,~~ suspension with or without  
39 pay, ~~removal from an assigned post and demotion,~~ and **or** termination. While progressive  
40 discipline and sanctions are a core philosophy ~~of the University,~~ the actions above need not be  
41 sequential. **The Parties recognize that some offenses are so serious that suspension or termination**  
42 **may be warranted on the first occurrence even though the bargaining unit member has no prior**  
43 **record of having been disciplined.** ~~Normally, corrective action will be progressive; however,~~  
44 ~~sanctions may be initiated at any step in the process, depending on the performance problem, the~~  
45 ~~type of conduct, or the nature of the offense involved.~~

- 1       **a. Informal.** Verbal counseling, verbal reprimands, remediation training, ~~or coaching, or~~  
2       evaluations ~~may be imposed and shall not be considered disciplinary. However, failure by~~  
3       the bargaining unit member to address concerns raised by the informal efforts or any  
4       follow-up letter of instruction ~~may form the basis of a subsequent sanction.~~  
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- 6       **b. Formal Written Reprimand.** Written reprimand may be imposed as discipline when the  
7       Employer believes a preponderance of the evidence supports the sanction. The written  
8       reprimand will outline the behavior or performance that has been found to be  
9       unacceptable or unsatisfactory **and will identify corrective steps the bargaining unit**  
10      **member should take.**  
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- 12      **c. More Severe Formal Severe Sanctions.** If the Employer believes that a sanction more  
13      severe than a written reprimand is ~~called for~~ **warranted**, a notice of intent to impose  
14      severe sanction shall contain a description of the alleged act(s) or omission(s), **a summary**  
15      **of the investigatory findings, and reference to the specific university policies or**  
16      **Agreement provisions violated.** Prior to imposing discipline involving ~~the loss of pay or~~  
17      ~~benefits or terminating a bargaining unit member~~ **suspension without pay or termination**,  
18      the Employer will provide the bargaining unit member with written notice and at least  
19      seven days to respond.  
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21      **Section 4. Opportunity to have a Representative.** A bargaining unit member has the right to be  
22      accompanied by a union representative in a meeting that may result in discipline and will be  
23      advised of their right to representation with a minimum of one day's notice prior to the meeting.  
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25      **Section 4 5. Job Abandonment.** If a bargaining unit member ~~is absent without leave authorized~~  
26      ~~under this Agreement~~ **abrogates their duties** for ~~fourteen~~ **twenty-one** consecutive days during an  
27      ~~academic or fiscal year~~ **the term of their appointment**, the bargaining unit member may be  
28      considered to have abandoned their position and voluntarily resigned from employment with ~~the~~  
29      **Oregon State** University. Before terminating the bargaining unit member's employment, the  
30      ~~University~~ **Employer** shall attempt to contact the bargaining unit member by phone, ~~or~~ **and** at  
31      their ~~University~~ email address, and shall provide the bargaining unit member with at least seven  
32      days to respond. The ~~University's~~ **Employer's** attempt to contact the bargaining unit member  
33      may occur during ~~the fourteen-day absence~~, or after **the twenty-one day absence**. Nothing in this  
34      Article shall prohibit the ~~University~~ **Employer** from reinstating a bargaining unit member to their  
35      position.