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## Discipline and Termination

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### 6 Section 1. Cause.

7 a. Oregon State University recognizes the importance of the principle of just cause when  
8 considering the need to discipline faculty bargaining unit members. The University shall adhere to the  
9 principles of progressive discipline and sanctions except when the severity of the alleged offense warrants  
10 more severe action. The parties recognize that some offenses are so serious that suspension or dismissal  
11 may be warranted on the first occurrence even though the bargaining unit member has no prior record  
12 of having been disciplined. Any discipline, which is defined as a written reprimand, reduction in pay,  
13 suspension, removal and demotion, or termination prior to the end of their appointment term, shall be  
14 for just cause.

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

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18 **Section 2. Exceptions.** Some allegations against bargaining unit members must be investigated in  
19 accordance with applicable laws and guidelines, and in those cases, the procedures of this Article will be  
20 preempted by those laws. These include but are not limited to discrimination and harassment as  
21 proscribed by Title VII of the Civil Rights Act of 1964, sexual assault, sexual discrimination or harassment  
22 as proscribed in Title IX of Education Amendments of 1972, and mandatory reporting of abuse of minors  
23 (ORS 419 B.010). This Article shall apply to all situations which may require disciplinary action or sanctions  
24 except to the extent there is a conflict with applicable law. Nothing in this Article shall prevent the  
25 University from reassigning a bargaining unit member during an investigation or while imposition of  
26 discipline is being considered.

27 **Section 3. Progressive Discipline and Sanctions.** When sanctions are warranted, possible sanctions shall  
28 include written reprimand, reduction in pay, suspension with or without pay, removal from an assigned  
29 post and demotion, and termination. While progressive discipline and sanctions are a core philosophy of  
30 the University, the actions above need not be sequential. Normally, corrective action will be progressive;  
31 however, sanctions may be initiated at any step in the process, depending on the performance problem,  
32 the type of conduct, or the nature of the offense involved.

33 **Informal.** Verbal counseling, verbal reprimands, remediation training, or coaching evaluations may be  
34 imposed and shall not be considered disciplinary. However, failure by the bargaining unit member to  
35 address concerns raised by the informal efforts or any follow-up letter of instruction may form the basis  
36 of a subsequent sanction.

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38 **Formal Written Reprimand.** Written reprimand may be imposed as discipline when the Employer believes  
39 a preponderance of the evidence supports the sanction. The written reprimand will outline the behavior  
40 or performance that has been found to be unacceptable or unsatisfactory.

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1 **More Formal Severe Sanctions.** If the Employer believes that a sanction more severe than a written  
2 reprimand is called for, a notice of intent to impose severe sanction shall contain a description of the  
3 alleged act(s) or omission(s). Prior to imposing discipline involving the loss of pay or benefits or  
4 terminating a bargaining unit member, the Employer will provide the bargaining unit member with written  
5 notice and at least seven days to respond.

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7 **Opportunity to have a Representative.** A bargaining unit member has the right to be accompanied by a  
8 union representative in a meeting that may result in discipline and will be advised of their right to  
9 representation with a minimum of one day's notice prior to the meeting.

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11 **Section 4. Job Abandonment.** If a bargaining unit member is absent without leave authorized under this  
12 Agreement for fourteen consecutive days during an academic or fiscal year, the bargaining unit member  
13 may be considered to have abandoned their position and voluntarily resigned from employment with the  
14 University. Before terminating the bargaining unit member's employment, the University shall attempt to  
15 contact the bargaining unit member by phone, or at their University email address, and shall provide the  
16 bargaining unit member with at least seven days to respond. The University's attempt to contact the  
17 bargaining unit member may occur during the fourteen day absence, or after. Nothing in this Article shall  
18 prohibit the University from reinstating a bargaining unit member to their position.