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Discipline and Termination

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6 Section 1. Cause.

7 The Employer recognizes the importance of the principle of just cause when considering the need to
8 discipline bargaining unit members. No bargaining unit member will be subject to discipline without just
9 cause. The Employer shall adhere to the principles of progressive discipline and sanctions, except when
10 the severity of the alleged offense warrants more severe action.

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

20 When warranted, the Employer may reassign a bargaining unit member during an investigation or while
21 imposition of discipline is being considered.

22 **Section 3. Progressive Discipline and Sanctions.** When sanctions are warranted, possible sanctions shall
23 include written reprimand, ~~reduction in pay~~, suspension with or without pay, demotion and
24 accompanying reduction in pay removal from an assigned post and demotion, and or termination. While
25 progressive discipline and sanctions are a core philosophy, the actions above need not be sequential.
26 The parties recognize that some offenses are so serious that suspension or termination may be
27 warranted on the first occurrence, even though the bargaining unit member has no prior record of
28 having been disciplined.

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

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34 **Formal Written Reprimand.** Written reprimand may be imposed as discipline when the Employer
35 believes a preponderance of the evidence supports the sanction. The written reprimand will outline the
36 behavior or performance that has been found to be unacceptable or unsatisfactory and will identify
37 corrective steps the bargaining unit member should take.

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39 **More Severe Formal Sanctions.** If the Employer believes that a sanction more severe than a written
40 reprimand is warranted, a notice of intent to impose severe sanction shall contain a description of the
41 alleged act(s) or omission(s), a summary of the investigatory findings, if any, and reference to the

1 specific university policy(ies) or Agreement provision(s) violated, if any. Prior to imposing discipline
2 involving suspension without pay or termination, the Employer will provide the bargaining unit member
3 with written notice and at least seven days to respond.
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5 **Opportunity to have a Representative.** A bargaining unit member has the right to be accompanied by a
6 union representative in a meeting that may result in discipline and will be advised of their right to
7 representation with a minimum of one day's notice prior to the meeting.
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9 **Section 4. Job Abandonment.** If a bargaining unit member abrogates their duties for twenty-one
10 consecutive days during the term of their appointment, the bargaining unit member may be considered
11 to have abandoned their position and voluntarily resigned from employment with Oregon State
12 University. Before terminating the bargaining unit member's employment, the Employer shall attempt
13 to contact the bargaining unit member by phone and at their university email address, and shall provide
14 the bargaining unit member with at least seven days to respond. The Employer's attempt to contact the
15 bargaining unit member may occur during or after the twenty-one day absence. Nothing in this Article
16 shall prohibit the Employer from reinstating a bargaining unit member to their position.