

1 UNITED ACADEMICS PROPOSAL

2
3 DISCIPLINE and TERMINATION

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5 **Section 1. Cause.** The Employer recognizes the importance of the principle of just cause when
6 considering the need to discipline bargaining unit members. No bargaining unit member will be
7 subject to discipline without just cause. The Employer shall adhere to the principles of
8 progressive discipline and sanctions, except when the severity of the alleged offense warrants
9 more severe action.

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

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

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

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

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

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43 **More Severe Formal Sanctions.** If the Employer believes that a sanction more severe than a
44 written reprimand is warranted, a notice of intent to impose severe sanction shall contain a
45 description of the alleged act(s) or omission(s), a summary of the investigatory findings, if any,
46 and reference to the specific university policy(ies) or Agreement provision(s) violated, if any.

1 Prior to imposing discipline involving suspension without pay or termination, the Employer will
2 provide the bargaining unit member with written notice and at least seven days to respond.

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

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8 **Section 4. Job Abandonment.** If a bargaining unit member abrogates their duties for twenty-one
9 consecutive days during the term of their appointment, the bargaining unit member may be
10 considered to have abandoned their position and voluntarily resigned from employment with
11 Oregon State University. Before terminating the bargaining unit member's employment, the
12 Employer shall attempt to contact the bargaining unit member by phone and at their university
13 email address, and shall provide the bargaining unit member with at least seven days to respond.
14 The Employer's attempt to contact the bargaining unit member may occur during or after the
15 twenty-one day absence. Nothing in this Article shall prohibit the Employer from reinstating a
16 bargaining unit member to their position.