

## ARTICLE [x]. PROGRESSIVE DISCIPLINE AND TERMINATION FOR CAUSE

The Association and the Employer affirm their commitment to the fair and equitable treatment of all faculty under the provisions of this Agreement. It is the purpose of this article to establish the conditions under which the Employer may discipline a faculty member for cause.

### Section 1. General Provisions.

No bargaining unit faculty member shall be subject to discipline without just cause. Discipline will be administered in a progressive manner. Penalties shall be appropriate to the circumstances and proportionate to the seriousness of the offense. Some conduct, including but not limited to conduct in violation of the Employer's non-discrimination policies, warrants a substantial sanction or dismissal 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. The period for considering a previous letter of reprimand in determining the level of discipline shall be limited to two years.

### Section 2. Definitions.

As used in this Agreement, "discipline" shall be limited to the following:

- Written letters of reprimand
- Loss of or reduction in benefits
- Suspension with or without pay of various lengths
- Loss of perquisites (an incidental payment, benefit, privilege, or advantage over and above regular income, salary, wages or benefits)
- Restitution
- Limitation on access to university owned or controlled property
- Reduction in salary or contract period
- Loss of tenure
- Termination

In order to be considered disciplinary in nature, an action must be expressly identified as disciplinary by the Employer. Oral counseling, oral reprimands, remediation for a specific period of time, Annual Performance Evaluations (APEs), and promotion and compensation decisions are not discipline.

### Section 3. Termination without Cause

Termination of a bargaining unit faculty member prior to the expiration of his or her appointment, termination of a tenured bargaining unit member, or other action, taken for financial, programmatic or other administrative considerations shall not be covered by this Article.

### Section 4. Union Representation.

A bargaining unit faculty member has the right to have an OT-AAUP representative present, to represent or accompany the member, in any meeting regarding discipline.

### Section 5. Grievance Article Applies.

46 All disciplinary actions covered by this Article are grievable under Article [x], Grievances.  
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### 48 **Section 6. Written Notice.**

49 Prior to imposing discipline involving the loss of pay or benefits or terminating a bargaining unit  
50 faculty member, the Employer shall provide the bargaining unit faculty member with written notice  
51 and at least five business days to respond.  
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53 The notice shall contain a description of the alleged act(s) or omission(s), date(s), time(s), place(s)  
54 and proposed sanction. In addition, the notice must inform the individual of the right to file a  
55 grievance under Article [x] on Grievances, within (14) calendar days of the date the notice is  
56 received. The Association shall concurrently receive notice of intent to impose a disciplinary action  
57 on a member.  
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### 59 **Section 7. Administrative Leave during Investigations of Misconduct.**

60 The Employer may place a bargaining unit faculty member on administrative leave with pay and  
61 impose other conditions on a bargaining unit faculty member that do not involve the loss of  
62 compensation while the Employer conducts an investigation or considers the imposition of  
63 discipline. Administrative leave and any additional conditions imposed pursuant to this section shall  
64 generally be limited to 75 days; however, the 75 day period may be extended for good cause,  
65 including but not limited to situations where the complexity of the investigation, the number of  
66 witnesses identified, or the volume of information which needs to be gathered and reviewed  
67 necessitates more time. The Employer shall provide written notification indicating how much  
68 additional time is necessary and reasons for the extension of the investigation to the faculty member  
69 in advance of implementing any such extension. Any additional extension of the leave beyond the  
70 time frame described in the notice to the faculty member shall only be made by mutual agreement  
71 between the Employer and OT-AAUP.  
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### 73 **Section 8. Employer Action.**

74 Action by the Employer under this Article is not stayed by the filing of a grievance or by arbitration,  
75 except by mutual agreement.  
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### 77 **Section 9. Absence without Leave.**

78 If a bargaining unit faculty member is absent without leave authorized under this Agreement for 21  
79 consecutive days during any academic or fiscal year, the bargaining unit faculty member may be  
80 considered to have abandoned his or her position and voluntarily resigned from employment with  
81 Oregon Tech. Before terminating the bargaining unit faculty member's employment, the Employer  
82 shall attempt to contact the bargaining unit faculty member by phone, at his or her work email  
83 address, at his or her personal email address if on file with the Office of Human Resources (OHR),  
84 and by letter mailed to the last address on file with OHR, and shall provide the bargaining unit  
85 member with at least seven days to respond. The Employer's attempt to contact the bargaining unit  
86 faculty member may occur during the 21-day absence, or after. The Employer shall provide OT-  
87 AAUP with written notice of the termination of a bargaining unit faculty member under this  
88 provision.

89 Nothing in this Article shall prohibit Oregon Tech from reinstating a bargaining unit faculty  
90 member to his or her position.