

University Counter and Second Proposal on Discipline and Discharge – 8/2/24

*The University's second comprehensive contract proposal offered on March 15, 2024 remains on the table as a union contract settlement that the university will sign when and if the Union is interested.

*The university reserves the right to add to, modify or withdraw proposals as part of the negotiation process, and to offer additional proposals. No agreement applies to any single provision unless there is agreement on a final package.

ARTICLE - tbd DISCIPLINE AND DISCHARGE

Section 1. Decisions about academic standing or dismissal, and any other matter that concerns academics or academic assessment of bargaining unit members (including but not limited to failure to make adequate academic progress; performance in examinations; performance in projects or papers, or anything related to academic assessment for a course or other degree requirement; failure to meet academic milestones as expected; quality of research or teaching; academic dishonesty; violation of University rules of conduct unrelated to non-academic duties, etc.), shall be at the University's sole discretion, and shall not be subject to the grievance and arbitration process.

Section 2. Discipline as used in this Article shall refer to warnings, suspension or more severe discipline based upon misconduct related to non-academic duties for stipended graduate students (including but not limited to absenteeism; lateness pertaining to any aspect of non-academic duties; failure to adhere to stated course or research deadlines; failure or refusal to comply with instructions or directives from a supervisor; failure to aid in the preparation of a course or research materials; failure to hold lab sections, labs or office hours; failure to timely grade; failure to perform assigned lab duties, willful abandonment of teaching or research assignments; failure to comply with applicable policies or procedures, etc.), and shall be for just cause. Discipline does not include actions taken related to work performance, including but not limited to the quality of teaching or research. Progressive discipline is not warranted in every case and any form of discipline can apply depending on the circumstances.

Section 3. Discharge for purposes of this Agreement means termination of an appointment before it would otherwise have ended for non-academic reasons. Discharge does not include non-appointment or non-reappointment of an individual, termination at the conclusion of a research or teaching appointment, withdrawal as a student or termination resulting from loss, cessation of, or change in the source of funding; all such decisions shall be at the University's sole discretion, and shall not be subject to the grievance and arbitration process.

Section 4. Where possible, before a suspension or discharge for the reasons identified in Section 2, a conference will be held with the graduate student and their supervisor. Nothing in this section shall prohibit the University from placing a graduate student on administrative leave without prior notice in order to investigate allegations of misconduct.

Section 5. The Union shall give written notice of any desire to contest a suspension or discharge within ten (10) calendar days from the date the student is notified of the suspension or discharge. Following such notice, the dispute may be submitted and processed under the grievance and arbitration process.

Section 6. Individuals who cease to be a graduate student cannot continue in a stipended or hourly role as contemplated by this Agreement and shall have no rights under this Agreement.

Section 7. The University and the Union shall maintain the confidentiality of all disciplinary actions consistent with FERPA and the Union agrees that it will cooperate with any procedures by the University to comply with FERPA.

Section 8. Supervisors will, as a best practice in applicable circumstances, attempt to address concerns before those concerns result in discipline.

Section 9. Notice of discipline or discharge shall include the action being taken, the basis for the action taken, along with notification that the bargaining unit member has the right to seek advice of the Union related to the discipline or discharge. In cases of discharge, bargaining unit members shall have the right to an investigatory meeting prior to issuance of a discharge decision, and the right to have a Union representative or another bargaining unit member present for the meeting, provided the availability of a desired representative shall not delay the meeting. The notice of any investigatory meeting shall include the conduct at issue, that discharge is being considered, and the right to bring a representative to the meeting.

Section 10. The Union may file a grievance challenging a discharge determination at Step 2 of the grievance process consistent with this Article and the Agreement, provided that the grievance otherwise meets the requirements of Section 1 of the Grievance and Arbitration article, and is presented within twenty (20) days of the decision date.