

ARTICLE 19 DISCIPLINE AND DISCHARGE

Section 1. SWs shall not be disciplined, suspended, or discharged from employment without just cause. Discharge, for purposes of this Agreement, shall mean the termination of a SW's employment appointment prior to the expiration of that appointment.

Discipline shall consist of written warnings, suspension without pay, and dismissal taken by the University based on a SW's job-related misconduct and/or job-related poor/non-performance and does not include determinations by the University to dismiss a SW from the University or take an adverse action against a SW for academic reasons, including but not limited to grades, academic assessments, and authorship decisions or for non-job-related disciplinary reasons. The Union acknowledges that an individual who ceases to be a student cannot continue to serve as a SW.

Section 2. Neither Discipline nor Discharge includes the non-reappointment of a SW or the failure to offer an employment appointment to a SW, nor does it include performance evaluations or performance feedback. Discipline and discharge also do not include cases where the SW resigns from, or becomes ineligible to hold, their position.

Section 3. A SW may request that a Union representative be present at any work-related disciplinary meeting or any work-related investigatory meeting that the SW reasonably believes may lead to discipline pursuant to this CBA.

Section 4. Before discipline is issued, the SW facing potential discipline will be provided an opportunity to meet to offer their account and an explanation of the alleged misconduct and/or poor/non-performance that forms the basis of the potential discipline. Consistent with Section 3, above, the SW may request a union representative be present at this meeting.

Section 5. If the University decides to issue discipline, it will notify the SW in writing. This written notification will include a description of the alleged misconduct and/or poor/non-performance that forms the basis of the decision to discipline and the level of disciplinary action.

Section 6. If discipline is issued to a SW, a grievance may be filed in accordance with the process and procedures set forth in Article 6 (Grievance and Arbitration). Grievances of disciplinary suspensions or dismissal actions may be filed in the first instance at Step 2 of the process. Grievances of discipline of a level lower than suspension must be filed at Step 1 of the process. Grievances over discipline or dismissal are subject to the same time limits for filing initial grievances.

Discipline which is rescinded through the grievance procedure shall be removed from the SW's employee records and shall not be the basis for further disciplinary action. If the rescinded discipline resulted in loss of pay, the University shall compensate the SW for any lost wages.

Section 7. The University may place a SW on paid administrative leave without prior notice, in order to investigate allegations of misconduct or dereliction of duty which, in the judgment of the University, warrant immediately relieving the SW from all work duties and/or require removing the SW from the premises.

A. The SW (and Union pursuant to Section 10 of this Article) will be notified, as soon as practicable, in writing when a SW is being placed on paid administrative leave. The written notice shall state the reason the SW was placed on paid administrative leave. The notice shall also contain a statement indicating that as a member of the bargaining unit, the SW has the right to contact their Union and to have Union representation, along with contact information to reach a Union representative.

B. Paid administrative leave is neither discipline nor discharge.

C. At the conclusion of an investigation of an SW placed on administrative leave, where the University elects not to take disciplinary action, the SW (and Union pursuant to Section 10 of this Article) will be provided with a notification that the investigation is completed and that no discipline will be imposed.

D. The University will place a record of administrative leave in the SW's employment record only if disciplinary action is taken. The University will transfer records of such administrative leave to a third party only if required by law or regulation.

Section 8. As an alternative or in addition to issuing disciplinary action, the University may recommend reasonable remedial measures when appropriate. Such remedial measures must be rehabilitative rather than punitive and at no cost to the SW.

Section 9. The University and the Union shall maintain the confidentiality of all disciplinary actions except on a need-to-know basis or consistent with FERPA to the extent it applies.

Section 10. Notification to the Union. If the SW has consented to disclosure of non-directory information as provided in Article 18, Union Access and Rights, the University shall copy the Union on written notification to the SW regarding disciplinary matters outlined in this Article. If the SW has not previously consented to such disclosure, the University shall supply a waiver form, accompanying any disciplinary notification, for the SW's consideration that, if signed, would allow written notice to be provided to the Union.