

2023-10-05 Tentative Agreement

ARTICLE _ – EMPLOYMENT DISCIPLINE AND DISCHARGE

Section 1. General

No GSE shall be disciplined or discharged for matters arising out of their employment with the University, except for just cause.

A GSE shall have the right to have a union steward or representative present whenever they are being interviewed regarding events or behavior related to their employment and which may lead to discipline. This right to union representation does not extend to meetings exclusively concerning a GSE's academic conduct or performance as a graduate student. In the event no Union steward is immediately available, the University shall wait a reasonable period of time given the circumstances, but not longer than two (2) business days until a steward is available before proceeding with any interview. In an emergency situation, the University may take immediate action pending further investigation. The University shall notify the Union within twenty-four (24) hours after it notifies the GSE that they will be suspended or discharged from a bargaining unit position, provided the GSE has signed a FERPA consent form to release such information. GSEs may also request to have a Union steward present when the University is meeting with the GSE to issue discipline related to their employment. The parties recognize that such meetings are not the correct venue to dispute discipline.

Discipline may include written warnings, unpaid removal from employment duties, last chance agreements or discharge from employment. Discharge shall mean the termination of a GSE's assignment for reasons relating to the GSE's performance or misconduct. In general, progressive discipline shall be considered in all disciplinary cases. However, the University may implement discipline or discharge without progression, including immediate discharge, depending on the nature or seriousness of the GSE's actions and surrounding circumstances.

Just cause shall not apply to cancellation or termination of assignments for operational, academic, or other non-employment related reasons. It is further recognized that assignments cease at the end of a designated period. The cessation of an assignment by its terms, is not subject to the just cause standard.

Section 2. Scope

Discipline as used in this Article refers to employment actions taken involving job-related misconduct or job-related poor performance. Discipline does not include actions taken by the University due to academic performance or academic misconduct, such as failure to make adequate academic progress, subpar performance in examinations and academic milestones, academic dishonesty, or other non-employment related disciplinary actions. Provided the GSE has signed a FERPA release, the University shall notify the Union in writing of changes to a GSE's academic standing if such changes affect employment in a bargaining unit position.

Section 3. Paid Investigative Absence

The University may require that a GSE be absent 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 GSE from some or all work duties and/or removing the GSE from the premises. Being on a paid investigative absence is not itself a disciplinary action.

Section 4. Remedial Measures

In addition to issuing disciplinary action, the University may also include with such discipline reasonable remedial measures and performance or conduct improvement plans, when appropriate. The GSE must comply with all such remedial measures and improvement plans.