

ARTICLE __ Discipline and Discharge

~~SECTION 1. Scope~~

~~Discipline as used in this Article refers to action taken by the University related to a bargaining unit member's appointment-related misconduct or appointment-related performance.~~

~~Discipline does not include actions taken by the University for operational, academic or non-appointment related reasons including discipline or discharge due to academic performance, academic misconduct, research misconduct or violations of student conduct policies. Moreover, the Union recognizes that appointments cease at the end of a designated period. The University's decision not to offer another appointment or reappointment to a bargaining unit member is not subject to the just cause standard. Non-reappointment or the decision not to offer an appointment shall not be considered the same as discharge and shall not be subject to Article [X] (Grievance Procedure).~~

~~The Union acknowledges that it has no right to interfere with or grieve non-disciplinary decisions.~~

SECTION __.21 – Just Cause

Employees shall not be disciplined, suspended, or discharged, ~~other than academic performance discipline,~~ ~~for matters arising out of their appointment~~ without just cause.

For matters concerning loss of good academic standing, ~~academic performance discipline will follow~~ the procedure outlined in Article [X] Section 3 Appointment Security shall be followed.

For matters concerning research misconduct, University procedures shall apply and be implemented fairly and equitably. Research misconduct is defined as fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results.

SECTION __.32 – Union Representation

Employees shall be entitled, ~~upon their request,~~ to the presence of a Union Representative at an investigatory interview if they have reasonable grounds to believe that the interview may be used to support disciplinary action against them, ~~including but not limited to, interviews conducted by OSCCS, Title IX, and the Graduate School.~~ Employees shall be granted reprieve from their appointments without retaliation or loss of pay to attend ~~said meetings,~~ investigatory interviews. The availability of a select union

The Union reserves the right to add to, modify, or withdraw its proposals at any time.

Blue text indicates new language proposed by the Union.

Green text indicates language reasserted by the Union from a prior proposal.

Red struck text indicates language proposed by Management that the Union has rejected.

Black struck / highlighted text indicates language rejected / added by Management that the Union has accepted.

representative shall not delay the holding of the investigatory interview beyond five (5) working days. ~~two (2) business days.~~

The University has the affirmative duty to inform the Employee of their right to Union representation.

Blue = New language proposed by Cornell

Green = Language reasserted by Cornell from a prior proposal

Red = Language proposed by the union that Cornell has rejected

Black Strikethroughs/Underline = Language rejected and/or added by the Union that Cornell has accepted