2025 OT/OTAAUP Negotiations
OT-AAUP Proposal
Presented Feb 27, 2025

Black text – original
Orange text – OTAAUP suggested additions
~~Orange strikethrough – OTAAUP suggested deletions~~

Article 15~~XV~~: Disciplinary Procedures

Section 1(A). No bargaining unit member shall be disciplined without ~~a finding of~~ just cause.

(B). Oregon Tech and the Association agree that, in accordance with former OAR 580-021-0325 which transferred to Oregon Tech as an institutional policy by operation of law on July 1, 2015, just cause is defined as, but is not limited to:

1. Conviction of a felony or of a crime involving moral turpitude during the period of employment by Oregon Tech (or prior thereto if the conviction was willfully concealed in applying to Oregon Tech for employment);

0. Conduct proscribed by former OAR 580-022-0045, which is identified and modified below as:

    a. Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other Oregon Tech activities, including Oregon Tech's public service functions or other authorized activities on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;

    b. Obstruction or disruption that interferes with the freedom of movement, either pedestrian or vehicular, on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;

    c. Possession or use of explosives, dangerous chemicals, or other dangerous weapons or instrumentalities on Oregon Tech owned or controlled property, unless authorized by law, Board, or Oregon Tech rules or policies;

    d. Detention or physical or verbal abuse of any person or conduct intended to threaten imminent bodily harm or endanger the health of any person on any Oregon Tech owned or controlled property or at Oregon Tech related activities and events;

    e. Malicious damage, misuse or theft of Oregon Tech property, or the property of any other person where such property is located on Oregon Tech owned or controlled property, or, regardless of location, is in the care, custody or control of Oregon Tech;

    f. Refusal by any person while on Oregon Tech property to comply with an order of the President or appropriate authorized official to leave such premises because of

conduct proscribed by this rule when such conduct constitutes a danger to personal safety, property, educational, or other appropriate Oregon Tech activities on such premises;

g. Unauthorized entry to or use of Oregon Tech facilities, including buildings and grounds;

h. Illegal use, possession, or distribution of controlled substances, or unauthorized use, possession, or distribution of alcohol on Oregon Tech owned or controlled property or at Oregon Tech related activities and events;

i. Inciting others to engage in any of the conduct or to perform any of the acts prohibited herein. Inciting means that advocacy of proscribed conduct that calls on the person or persons addressed for imminent action, and is coupled with a reasonable apprehension of imminent danger to the functions and purposes of Oregon Tech, including the safety of persons, and the protection of its property;

j. Violating the Board's Policy for Intercollegiate Athletics as described in Section 8 of the Internal Management Directives, specifically including the subsection thereof entitled Code of Ethics.

0. Failure to perform the responsibilities of an academic staff member, arising out of a particular assignment, toward students, toward the faculty member's academic discipline, toward colleagues or toward Oregon Tech in its primary educational and scholarly functions and secondary administrative functions of maintaining property, disbursing funds, keeping records, providing living accommodations and other services, sponsoring activities and protecting the health and safety of persons in the Oregon Tech community.

(C). Some allegations against bargaining unit members must be investigated in accordance with applicable laws and associated guidelines (e.g. Title VII, Title IX and Mandatory Reporting of Abuse of Minors). Those laws and guidelines anticipate employees may have protections under collective bargaining agreements, and accordingly, the provisions of this Article shall continue to apply in those cases unless they violate those laws. ~~, and in those cases, the procedures and standards relating to the investigation and disciplinary action, if any, of this Article shall be preempted by those laws and associated guidelines. This Article shall apply to all other situations which may require disciplinary action of a bargaining unit member.~~

Section 2. Progressive Disciplinary Actions. ~~In order to be considered disciplinary in nature and grievable under Article XVI: Grievances, Oregon Tech must expressly identify the action as disciplinary.~~ Annual Performance Evaluations, Promotion and Tenure determinations, and compensation decisions are not considered disciplinary.

Discipline shall be appropriate to the circumstances and proportionate to the seriousness of the offense.

Oregon Tech is committed to the use of progressive discipline, except when the severity of the alleged offense or bargaining unit member's history of discipline warrants such a deviation.

Normally, disciplinary actions are intended to proceed in the following progressive manner, often using actions including: oral reprimand with notation to file, written reprimand, and actions more severe than written reprimand (such as temporary suspension from the assignment for which they are failing to meet professional obligations, suspensions with or without pay, and discharge).

In determining whether to administer a disciplinary action and the severity of such discipline, Oregon Tech shall consider the egregiousness of the conduct in addition to the bargaining unit member's prior conduct and disciplinary record. A bargaining member's disciplinary record, whether identical in nature or not, may have a cumulative effect, resulting in a deviation from the progressive manner or a more severe disciplinary action including discharge.

Within sixty (60) calendar days of the appropriate administrative supervisor's knowledge of a condition upon which a disciplinary action may issue, the appropriate administrative supervisor shall identify in writing: 1.) the conduct that failed to adhere to the expected standards; 2.) the (potential) discipline that is being imposed or proposed; 3.) expectations for future behavior or performance; ~~4~~3.) any suggested or required remedial activities that the bargaining unit member must undertake; ~~5~~4.) a notation that a failure by the bargaining unit member to address concerns raised by the disciplinary action may form the basis of a subsequent disciplinary action; and, ~~6~~5.) inform the bargaining unit member of the right to file a grievance under Article 16~~XVI~~: Grievances.

Disciplinary actions more severe than a written reprimand (i.e., suspension with or without pay, removal from the assignment for which the bargaining unit member is failing to meet professional obligations, or termination) shall, in addition to including the information in the preceding paragraph, set a date, time, and place for a meeting to occur between the appropriate administrative supervisor and bargaining unit member in which the bargaining unit member may present evidence that rebuts or mitigates the conduct upon which the notice is based.

~~If the bargaining unit member wishes to have such a meeting, they shall request such by submitting in writing their evidence that rebuts or mitigates no later than five (5) business days before the meeting.~~ ~~The~~ ~~appropriate~~ After the evidentiary meeting, the administrative supervisor shall issue a written response to the meeting within fifteen (15) business days of the meeting that either withdraws, modifies, or adheres to the disciplinary action proposed in the notice. If modified or adhered to, the disciplinary action shall include the effective date of the disciplinary action, proposed expectations for future behavior or performance, any suggested or required remedial activities that the bargaining unit member must undertake, and a notation that a failure by the bargaining unit member to address concerns raised by the notice may form the basis of a subsequent disciplinary action.

The decision to impose a disciplinary action is not stayed pending the outcome of a grievance or arbitration.

Section 4. Rights of the Bargaining Unit Member ~~Union Representation~~. A bargaining unit member who reasonably believes that an investigatory interview may result in disciplinary action ~~may~~ has a right to request that a union representative be present during such interview. Oregon Tech shall inform bargaining unit members if an interview is potentially investigatory when scheduling the meeting so they may secure representation in a timely fashion.

Bargaining unit members who are under investigation of or have been determined to have committed conduct that warrants discipline maintain federal and state rights, as do their union representatives. These include, but are not limited to:

- A right to information around the investigation, which the university must provide
- A PECBA-protected right to discuss complaints or charges against them
- A right to contact potential witnesses, including but not limited to students, and discussing the complaints or charges against them with such potential witnesses

Section 5. Administrative Leave during Investigations of Misconduct. A bargaining unit member may be placed on administrative leave, with pay, during the investigation of alleged misconduct based on the severity of the allegation(s). Notice of this action shall be provided by the appropriate administrative supervisor to the bargaining unit member in writing prior to the start of the administrative leave outlining the reasons for the leave, and anticipated length of leave, and a date by which the bargaining unit member may present written evidence that rebuts or mitigates the proposed type and length of leave. A decision on any evidence presented shall issue within ten (10) business days.

The administrative leave shall generally be limited to seventy-five (75) calendar days, but may be extended where the complexity of the investigation, the number of witnesses identified, or the volume of information which needs to be gathered and reviewed necessitates more time. In advance of implementing any such extension, Oregon Tech shall provide written notification to the bargaining unit member indicating how much additional time is necessary and reasons for the extension of the investigation.

No notice is required for administrative leave when, in the judgment of the President, or designee, the presence of a bargaining unit member on Oregon Tech property presents a threat to the health, safety, or welfare of the Oregon Tech community, or represents a threat of substantial disruption or substantial interference with the normal and lawful activities of any member of the Oregon Tech community. In such circumstances, the administrative leave shall be with pay and the bargaining unit member will be removed and barred from Oregon Tech property pending further direction from Oregon Tech.

Section 6. Absence Without Authorized Leave. If a bargaining unit member is absent for ten (10) consecutive business days without leave authorized under this Agreement or the law during the term of their appointment, the bargaining unit member may be considered to have abandoned their position and voluntarily resigned from employment with Oregon Tech. Before terminating the bargaining unit member's employment, Oregon Tech shall notify the Association and shall attempt to contact the bargaining unit member by U.S. first class mail to their last known address on file with the Office of Human Resources, and by email to their work email address, and provide the bargaining unit member with at least five (5) business days to respond. If the bargaining unit member fails to respond, Oregon Tech will deem them to have resigned and that action is not subject to Article 16~~XVI~~: Grievances. If the bargaining unit member timely responds, Oregon Tech shall consider that response in determining what, if any, employment action to issue.

Section 7. Termination without Cause. Termination of a bargaining unit member prior to the expiration of their appointment, termination of a tenured bargaining unit member, or other action,

taken for financial or programmatic; retrenchment or exigency~~or other administrative considerations~~ shall not be covered by this Article.