

Article ____

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 as used in this Article refers to adverse employment actions taken based on job-related misconduct or job-related poor/non-performance, and not to 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 graduate 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.

Section 3. Prior to invoking suspension or discharge under this Article, the University shall:

- A. Notify the SW (and Union pursuant to Section 12 of this Article) in writing about the proposed suspension or discharge. Such notice of intent shall state the reasons for the proposed suspension or discharge, including the nature of the alleged violation, level of intended discipline, and notice of the right to a hearing. 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. Hold a disciplinary hearing with the SW, and the SW's supervisor or designee no sooner than seven (7) business days after the written notification is received by the SW.
- C. During the hearing, the SW shall be provided the opportunity to respond to the alleged violations.
- D. The SW shall have a right to a union representative, who shall be afforded the opportunity to represent and speak on behalf of the SW at the hearing.

A decision on suspension or discharge will be made within a reasonable time following the conclusion of the hearing. The Union will receive a copy of the final disciplinary action in accordance with Section 12 of this Article.

Section 4. Prior to invoking discipline of a lower level than suspension or discharge, the University shall notify the SW (and Union pursuant to Section 12 of this Article) in writing. The written notice shall state the reasons for the proposed discipline, including the nature of the alleged misconduct or poor/non-performance; a brief statement of relevant facts; the level of intended discipline.

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.

The Union may request additional information regarding the proposed discipline in accordance with the relevant case law under the National Labor Relations Act.

The University shall take any response by the SW into account before issuing any final disciplinary action. The Union will receive a copy of the final disciplinary action in accordance with Section 12 of this Article.

Section 5. There shall be no increase in the assigned level of discipline from the written notice of intent.

Section 6. 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 12 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 12 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 7. In the event that a SW is discharged, the SW shall be notified in writing as soon as practicable. In accordance with Section 12 of this Article, the Union shall also receive a copy of such written notice within three (3) business days of the discharge.

Section 8. SWs who are disciplined or discharged shall be entitled to file a grievance against the disciplinary action at Step 2 of the Grievance Procedure within twenty (20) business days of the action. If the Union subsequently files for arbitration, the parties agree to use best efforts to secure an arbitration date as expeditiously as possible.

Section 9. If during the disciplinary hearing referred to in Section 3, the charges are dismissed, any material concerning the dismissed charges shall be removed from the SW's employment record. If any subsequent grievance results in a favorable decision for the grievant, then any material concerning the discipline shall not be considered part of the SW's employment record nor shall it be transferred to any third party unless required by law or regulation.

Section 10. 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 11. 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 12. Notification to the Union. If the SW has consented to disclosure of non-directory information as provided in Article ____ [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.