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4 **ARTICLE 10: RESPONSIBILITIES OF THE MEMBERS &**
5 **DISCIPLINARY PROCEDURES**
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7 **Section 1.** The obligations of the faculty members on an academic year contract shall begin
8 in September and end in June nine months thereafter.
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10 A. **Calendar.** Every day within the inclusive dates of the academic year contract, including all
11 days within term breaks, is a regular day of employment except for those for which there
12 is a legislative or employer authorization to be absent from University employment (viz.,
13 statutory holidays observed by the University, leave without pay, annual leave, sabbatical
14 leave, sick leave, and the weekends when not assigned or required for performance of the
15 regular employment obligation).
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17 B. **Responsibilities:**

18 a. The primary responsibilities of tenured/tenure-track faculty are teaching, scholarship
19 and service. Additional duties of tenured/tenure-track faculty typically include:

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- 21 • academic advising of students;
 - 22 • course and curriculum planning and improvement, to include assessment of learning;
 - 23 • service on committees;
 - 24 • scholarly activities;
 - 25 • assisting in the admission, orientation and registration of students;
 - 26 • professionally- related public service;
 - 27 • mentoring of students;
 - 28 • student support service activities include attendance at commencement;
 - 29 • and other normal duties of University faculty members.

30 b. The responsibilities of non-tenure track faculty typically include teaching and service,
31 the maintenance of regularly scheduled office hours, and assessment of learning.
32 However, non-tenure-track faculty requirements may be augmented by the terms of
individual employment contracts.

33 Upon mutual agreement of the member and WOU administration, non-tenure track faculty
34 may also engage in these activities, with compensation on a case-by-case basis, as approved
35 by the Dean of the College.
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38 c. Non-teaching employees shall be assigned work in accordance with the positions
39 for which they were hired. Their contract period may or may not coincide exactly with the academic
40 year.
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42 **Section 2.** A member may be subject to discipline for failure to carry out the responsibilities
43 and/or meet the obligations of a professional member of the Western Oregon University academic
44 community, including but not limited to the duties identified in Section 1 above. This also includes
45 the expectation that members refrain from conduct that is proscribed in Appendix F (Healthy
46 Workplace).

47
48 **Section 3. Member Discipline.** Member discipline will be given only for just cause.
49 Member discipline will be limited to the following sanctions: written reprimand; suspension with
50 pay; suspension without pay; denial of salary increase; temporary reduction of salary; and discharge.
51 Recognizing the importance of dialogue in effective corrective action, the parties agree that when
52 feasible and appropriate, dialogue between the member and the member's administrative supervisor
53 should, take place prior to the administration of discipline.

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56 When sanctions are imposed, they will normally follow principles of progressive discipline for
57 repeated performance problems, violations of the responsibilities and duties identified in Sections 1
58 and 2 above, and/or the policies of the University. However, at the University's discretion, sanctions
59 may be initiated at any of the disciplinary levels, including discharge, depending on the severity of
60 the infraction. Elements that inform the severity of the infraction may include but are
61 not limited to whether irreparable harm to the University's academic community might
62 have resulted and/or whether an established history of a member's disciplinary or
63 performance problems exists.

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66 **Section 4. Unexcused Absence.** Although the effect of an unexcused absence of teaching
67 and/or research faculty members is difficult to measure, unauthorized or unjustified absence from
68 class, research, advising/mentoring
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70 activities or other scheduled duties in excess of five (5) consecutive scheduled or regular work days
71 is sufficient basis for withholding salary for the work days absent pending investigation and/or
72 an acceptable explanation of the circumstances of the absence.
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74 **Section 6.** If the University believes that there is just cause for the imposition of sanctions,
75 the following procedures shall be followed.
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77 **A.** In situations involving written reprimand, the member's administrative supervisor shall issue the
78 reprimand as soon as practicable. The written reprimand will identify the behavior or
79 performance deficiency, the University policy or work rule that has been violated, and any
80 remedial activities or behaviors that the member should undertake. The written reprimand shall
81 become part of the member's relevant personnel file.

82 1. Provided that no further sanction has been given to the member due to a related
83 violation, the written reprimand shall have a limited life of twenty-four (24) months after which it
84 shall be removed from the file. All related written reprimands that have not been previously
85 removed from the file will remain in the member's relevant personnel file if less than twenty-four
86 (24) months has passed since the latest related infraction.
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88 **B.** In situations involving sanctions more severe than a written reprimand, a notice
89 of intent to impose severe sanction shall be served by the member's college
90 dean or similar administrator personally upon the member or by registered or
91 certified mail (return receipt requested) to the member's address of record. The notice shall
92 contain a description of the alleged act(s) or omission(s), as well as the date(s), time(s), and place(s)
93 if known and the proposed sanction. In addition, the notice must inform the individual of
94 the right to file a grievance at Step Two within fourteen (14) calendar days of the date the notice
95 is received. The Union will be concurrently sent a copy of the same notice given to the member
96 via email to the Union's designated Grievance Chair or other identified representative.. Except in
97 instances when irreparable harm may result from delay, severe sanctions will not be imposed until
98 a member (a) fails to file a grievance within the time allowed above or (b) the grievance is decided
99 in favor of the University prior to arbitration.

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101 1. The severe sanction shall become part of the member's employee personnel file.
102 Severe sanctions shall normally have a limited life of thirty-six (36) months after which it shall be
103 removed from the personnel file. However, if the faculty member receives an additional severe
104 sanction within that thirty-six (36) month period, the prior severe sanction and all others that had not
105 been removed under the terms of this this article will remain in the member's employee personnel file
106 for an additional thirty-six (36) months. Should thirty-six (36) months pass without an additional
107 severe sanction, all severe sanctions will be removed from the employee's personnel file.
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109 **C.** The University shall conduct all disciplinary meetings confidentially.
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111 **Section 7.** Complaints of member misconduct, violations of
112 University policy and/or violations of Sections 1 or 2 above,
113 made by WOU faculty, must be submitted in writing or in person
114 to the appropriate college dean or similar administrator.