

This proposal has been prepared for purposes of collective bargaining only and does not represent the final form of the Article. The University reserves the right to amend or withdraw this proposal as bargaining requires.

Proposal: UNV0001  
Date: February 6, 2020

## ARTICLE 10: RESPONSIBILITIES OF THE MEMBERS & DISCIPLINARY PROCEDURES

**Section 1.** The obligations of the faculty members on an academic year contract shall begin in September and end in June nine months thereafter.

**A. Calendar.** Every day within the inclusive dates of the academic year contract, including all days within term breaks, is a regular day of employment except for those for which there is a legislative or employer authorization to be absent from University employment (viz., statutory holidays observed by the University, leave without pay, annual leave, sabbatical leave, sick leave, and the weekends when not assigned or required for performance of the regular employment obligation).

**Commented [CC1]:** Added for clarity of already existing expectation/requirement.

**B. Responsibilities:**

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

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

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

Upon mutual agreement of the member and WOU administration, non-tenure track faculty may also engage in these activities, with compensation on a case-by-case basis, as approved by the Dean of the College.

~~Duties may include teaching and independent study; academic advising of students; provision for regularly scheduled office hours; scholarly activities; professionally-related public service; assisting in the admission, orientation and registration of students; being available as needed during pre-registration, registration and term breaks during the academic year; service on committees; student support service activities including attendance at commencement; course and curriculum planning; and other normal duties of University faculty members.~~

**Commented [CC2]:** Separation necessary for clarity of responsibilities and expectations.

This proposal has been prepared for purposes of collective bargaining only and does not represent the final form of the Article. The University reserves the right to amend or withdraw this proposal as bargaining requires.

43 c. Non-teaching employees shall be assigned work in accordance with the positions  
44 for which they were hired. Their contract period may or may not coincide exactly with the academic  
45 year.  
46

47 **Section 2.** A member may be subject to ~~corrective~~ discipline for failure to carry out the  
48 responsibilities and/or meet the obligations of a professional member of the Western Oregon  
49 University academic community, including but not limited to the duties identified in Section 1 above.  
50 This also includes the expectation that members refrain from conduct that is proscribed in Appendix  
51 F (Healthy Workplace).  
52

53 **Section 3. Member Discipline Counseling.** Member discipline will be given only for just  
54 cause. Member discipline sanctions will shall be limited to the following sanctions: written  
55 reprimand; suspension with pay; suspension without pay; denial of salary increase; temporary  
56 reduction of salary; and discharge. Recognizing the importance of counseling in effective corrective  
57 discipline, the parties agree that counseling will take place before sanctions are imposed. Further,  
58 the parties agree that Recognizing the importance of dialogue in effective corrective action, the  
59 parties agree that when feasible and appropriate, dialogue between the member and the member's  
60 administrative supervisor should, take place prior to the administration of discipline.  
61  
62

63 When sanctions are, when imposed, they will normally follow principles of progressive  
64 discipline for repeated performance problems, violations of the responsibilities and duties identified  
65 in Sections 1 and 2 above, and/or the policies of the University. However, at the University's  
66 discretion, sanctions may be initiated at any of the disciplinary levels, including discharge, depending  
67 on the severity of the infraction. Elements that inform the severity of the infraction may  
68 include but are not limited to whether irreparable harm to the University's academic  
69 community might have resulted and/or whether an established history of a member's  
70 disciplinary or performance problems exists. from minor to severe for repeated failure to  
71 meet professional obligations. However, in some circumstances, actions or omissions, which have  
72 resulted or will result in irreparable harm to the academic community or members thereof,  
73 may require imposition of severe sanctions in the first instance.  
74  
75  
76

77 **Section 4. Disciplinary Sanctions.** Sanctions shall be limited to written reprimand, suspension  
78 with pay, suspension without pay, denial of salary increase, temporary reduction of salary and  
79 discharge.  
80

81 **Section 4.5. Unexcused Absence.** Although the effect of an unexcused absence of teaching  
82 and/or research faculty members is difficult to measure, unauthorized or unjustified absence from  
83 class, research, advising/mentoring/counseling |  
84

**Commented [CC3]:** The intention is to be clear about how discipline may occur and how it is considered.

**Commented [CC4]:** Moved up to Section 3.

**Commented [CC5]:** Clarifying "counseling".

This proposal has been prepared for purposes of collective bargaining only and does not represent the final form of the Article. The University reserves the right to amend or withdraw this proposal as bargaining requires.

85 activities or other scheduled duties in excess of five (5) consecutive scheduled or regular work days  
86 is sufficient basis for withholding salary for the work days absent pending investigation and/or  
87 an acceptable explanation of the circumstances of the absence.  
88

89 **Section 6.** If the University believes that there is just cause for the imposition of sanctions,  
90 the following procedures shall be followed.  
91

92 **A.** In situations involving written reprimand, ~~the member's administrative supervisor shall issue the~~  
93 ~~reprimand as soon as practicable. The written reprimand will identify the behavior or~~  
94 ~~performance deficiency, the University policy or work rule that has been violated, and any~~  
95 ~~remedial activities or behaviors that the member should undertake. The written reprimand shall~~  
96 ~~become part of the member's relevant personnel file.~~

97 1. ~~Provided that no further sanction has been given to the member due to a related~~  
98 ~~violation, the written reprimand~~~~the document~~ shall have a limited life of ~~twenty-four~~  
99 ~~(24+2)~~ months after which it shall be removed from the file. ~~All related written reprimands~~  
100 ~~that have not been previously removed from the file will remain in the member's relevant~~  
101 ~~personnel file if less than twenty-four (24) months has passed since the latest related~~  
102 ~~infraction.~~  
103

**Commented [CC6]:** Clarity on process and distinction between written reprimand and "severe sanctions."

104 **B.** ~~In~~ situations involving sanctions more severe than a ~~written~~ reprimand, a notice  
105 of intent to impose severe sanction shall be served ~~by the member's college~~  
106 ~~dean or similar administrator~~ personally upon the member or by registered or  
107 certified mail (return receipt requested) to the member's address of record. The notice shall  
108 contain a description of the alleged act(s) or omission(s), ~~as well as the date(s), time(s), and place(s)~~  
109 ~~if known~~ and ~~the~~ proposed sanction. In addition, the notice must inform the individual of  
110 the right to file a grievance at Step Two within fourteen (14) calendar days of the date the notice  
111 is received. The Union ~~will be~~ ~~shall~~ concurrently ~~sent~~ ~~receive a copy of the same notice given to~~  
112 ~~the member via email to the Union's designated Grievance Chair or other identified~~  
113 ~~representative.~~ ~~timely notice of intent to impose severe sanction on a member.~~ Except in instances  
114 when irreparable harm may result from delay, severe sanctions will not be imposed until a  
115 member (a) fails to file a grievance within the time allowed above or (b) the grievance is decided in  
116 favor of the University ~~prior to arbitration.~~  
117

**Commented [CC7]:** Procedural clarity.

118 1. ~~The severe sanction shall become part of the member's employee personnel file. Severe~~  
119 ~~sanctions shall normally have a limited life of thirty-six (36) months after which it shall be removed~~  
120 ~~from the personnel file. However, if the faculty member receives an additional severe sanction within~~  
121 ~~that thirty-six (36) month period, the prior severe sanction and all others that had not been removed~~  
122 ~~under the terms of this this articles will remain in the member's employee personnel file for an~~  
123 ~~additional thirty-six (36) months. Should thirty-six (36) months pass without an additional severe~~  
124 ~~sanction, all severe sanctions will be removed from the employee's personnel file.~~ ~~has passed since the~~  
125 ~~latest related infraction. If no other severe sanctions are administered within thirty (30) calendar~~  
126 ~~months after severe sanctions are imposed, all references to the sanctions shall be removed~~  
127 ~~from the personnel file folder at the end of that period.~~  
128

**Commented [CC8]:** The University is seeking an improvement to the work environment and the ab

129 **C.** The University shall conduct ~~all disciplinary~~ ~~meetings confidentially~~ ~~sessions in an area~~  
130 ~~away from other employees, students or the public.~~  
131

**Commented [CC9]:** Simplicity.

*This proposal has been prepared for purposes of collective bargaining only and does not represent the final form of the Article. The University reserves the right to amend or withdraw this proposal as bargaining requires.*

132 **Section 7.** Complaints of member misconduct, violations of  
133 University policy and/or violations of Sections 1 or 2 above,  
134 made by WOU faculty, must be submitted in writing or in person  
135 to the appropriate college dean or similar administrator.

**Commented [CC10]:** Clarity on how faculty may make a complaint.