

ARTICLE [x]. PROGRESSIVE DISCIPLINE AND TERMINATION FOR CAUSE

The Association and the Employer affirm their commitment to the fair and equitable treatment of all faculty under the provisions of this Agreement. It is the purpose of this article to establish the conditions under which the Employer may discipline a faculty member for cause.

Section 1. General Provisions.

No bargaining unit faculty member shall be subject to discipline without just cause. Discipline will be administered in a progressive manner. Penalties shall be appropriate to the circumstances and proportionate to the seriousness of the offense. Some conduct, including but not limited to conduct in violation of the Employer’s non-discrimination policies, warrants a substantial sanction or

_____ years.

Section 2. Definitions.

As used in this Agreement, “discipline” shall be limited to the following:

- Oral reprimand with note to file
- Written letters of reprimand
- Loss of or reduction in benefits
- Suspension for the length of an investigation of misconduct, with or without pay
- ~~Suspension with or without pay of various lengths~~
- Loss of perquisites (an incidental payment, benefit, privilege, or advantage over and above regular income, salary, wages or benefits)
- Restitution
- Limitation on access to university owned or controlled property
- Reduction in salary or contract period
- ~~Loss of tenure~~
- Termination

In order to be considered disciplinary in nature, an

Disciplinary actions identified above shall be based on a finding of

Association agree that, in accordance with former OAR 580-021-0325 that transferred to Oregon Tech as an institutional policy by operation of law on July 1, 2015, is defined as:

*OT-AAUP reserves the right to add to, modify, or amend proposals during the course of negotiations.

138 time frame described in the notice to the faculty member shall only be made by mutual agreement
139 between the Employer and OT-AAUP.
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141 Section 98. Employer Action.