

Discipline and Discharge

| Roosevelt University | Elgin Community College | NEIU | City Colleges | Columbia College |
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| <p>ARTICLE 4 H. Discipline</p> <p>Disciplinary actions are subject to applicable just cause standards, as those standards are defined under arbitral law. The University endorses the concepts of corrective, progressive discipline. Progressive discipline does not preclude the University from disciplining an adjunct faculty member in a manner commensurate with the infraction, consistent with principles of just cause. Except for instances of serious infractions of law or University rules or policy, an adjunct faculty member will be provided with the opportunity to correct his or her behavior.</p> <p>When the University conducts an interview or holds a meeting with an adjunct faculty member either to impose discipline or to determine if discipline is warranted, the adjunct faculty member shall have the right to have a Union representative present at such interview or meeting.</p> | <p>4.24 II. Disciplinary Action</p> <p>Prior to any disciplinary action being initiated by the College arising from the results of an investigation pursuant to Administrative Procedure 3.403:</p> <p>A. The faculty member shall receive notification of the proposed discipline.</p> <p>B. the faculty member shall be provided the opportunity to reply in writing, or in person within thirty (30) days of notification.</p> <p>C. After an administrative review, the President or the President’s designee shall within thirty (30) days of the reply referred in subsection II(B) above notify the faculty member of any disciplinary action to be imposed</p> <p>D. should the President or President’s designee (or other decision maker as referenced in any applicable provision of the Illinois Public Community College Act) decide to impose disciplinary action, the faculty member has the right to challenge that action through the grievance procedure set forth in Article III of this Agreement within thirty (30) days after being notified of the disciplinary action.</p> <p>e. should the faculty member decide not to pursue a grievance, the decision of the President or President’s designee should be final.</p> <p>4.25 Discipline.</p> <p>Disciplinary actions are made subject to the grievance procedure. the College agrees that disciplinary action shall be in a timely fashion with progressive and</p> | <p>Article 30 30.01 Sanctions</p> <p>B. Prior to any sanction being imposed on an Employee, the University President or her/his designees shall hold at least one meeting with the Employee to notify the Employee that a sanction is being considered, to present the alleged violation and all related documentation from the personnel file, and to discuss possible resolution of the matter.</p> <p>Each party shall have the opportunity to prepare a written summary of the meeting and must deliver a copy to the other party and the University President within 2 Days.</p> <p>C.</p> <p>1. In cases of non-egregious misconduct, pre-sanction meeting(s) shall not be scheduled unless the behavior that might be subject to sanction has been discussed previously with the Employee.</p> <p>2. If the suspected conduct is egregious, the matter will be brought immediately to a pre-sanction meeting.</p> <p>D. If the matter is not resolved by the meeting, the University President shall send the Employee written notice of sanction, including a statement of the reasons for the sanction.</p> <p>E. If the proposed sanction is other than a written reprimand, or if it is for a penalty equal to more than two days’ pay, the Employee shall have the right, at her/his</p> | <p>VIII. JOB SECURITY C. Discipline and Termination for Just Cause</p> <p>Non-probationary part-time faculty members shall be disciplined or terminated by the Board for just cause in accordance with the following provisions:</p> <p>1. Types of discipline:</p> <p>a. Oral (verbal) reprimands or warnings; b. Written reprimands or warnings; c. Suspension without pay; and d. Termination of employment.</p> <p>2. Progressive Discipline. The Board endorses the concept of corrective, progressive discipline.</p> <p>3. Disciplinary Procedures. Except in cases of oral (verbal) reprimands or warnings, the Board will follow the procedures set forth in Board Rules 3.20</p> | <p>Article X</p> <p>1. The College may suspend, with or without pay, discharge, or take other appropriate disciplinary action against a Unit member only for just cause. Disciplinary action may be taken only for misconduct, i.e., an alleged act, omission, or failure to act during a semester in which the Unit member is teaching, including summer.</p> <p>2. Except in an emergency situation, prior to the implementation of a disciplinary action suspension or discharge against a Unit member, a meeting shall be arranged with the Unit member, an Association Representative of his or her choosing, and the College to inform him or her of the contemplated disciplinary action and the reason for it. The Unit member shall be given an opportunity to rebut the charge.</p> <p>3. Except in an emergency situation, a written statement as to the reason for the disciplinary action shall be provided to the Unit member prior to the implementation of discipline.</p> <p>4. The Unit member will have up to twenty (20) Working Days from receipt of the document to submit a written response to the reprimand or warning.</p> <p>5. Within thirty-five (35) Working Days of the day the Unit member learned that he or she would be suspended or discharged, the Unit member may grieve this decision in writing</p> |

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| | corrective discipline, as appropriate. | <p>request, to a hearing before a panel of three tenured Employees.</p> <p>F. The panel shall review the reasons for the proposed sanction and related documentation.</p> <p>G. The panel shall make a good faith effort to hold full day hearing sessions, five days per week, on days when the University is in session. If the panel concludes that the University has met its burden of proof for a sanction and that the proposed sanction is appropriate, it will so report, with supporting reasons, to the University President. If the panel reaches an alternate conclusion, it will report its conclusion to the University President, with supporting reasons, and with recommendations for disposing of the matter.</p> <p>30.02 Termination Termination of a tenure appointment at any time or of a probationary appointment before the end of the specified term may be effected for adequate cause.</p> | | |

Discipline and Discharge (Cont'd)

| American University | Georgetown University | George Washington University | Tufts University |
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| <p>Section 5.1 – Scope. Discipline and discharge of employees will be for just cause. Employees will generally be progressively disciplined, but Management may warn, reprimand, demote, suspend, or discharge employees without first providing progressive discipline if the circumstances so warrant.</p> <p>Section 5.3 – Failure to Offer Assignment. Each assignment ceases at the end of the designated assignment period. The expiration of an assignment or Management's failure to offer an assignment will not be considered discipline or discharge and will not be subject to the just cause standard, but instead will be subject to the provisions of Article 6 of this Agreement.</p> | <p>Article 15</p> <p>(A) - The University reserves the right to discipline or discharge an adjunct faculty member during the term of an appointment for reasons of just cause. The adjunct faculty member may grieve such discipline or discharge through the provisions of Article 16 (Grievance and Arbitration). Just cause shall mean that there is a reasonable basis for the University's action, supported by substantial evidence, which the University reasonably believes to be true, and which is not based on arbitrary, capricious or illegal reasoning, and the discipline is commensurate with the seriousness of the alleged infraction and other surrounding circumstances.</p> <p>(B) - The University may place an adjunct faculty member on a paid administrative leave pending an investigation concerning an allegation of misconduct by the adjunct faculty member. Such a paid administrative leave shall not be considered to be disciplinary action that is subject to the just cause standard.</p> <p>(C) - Each appointment ceases at the end of the designated appointment period. The expiration of an appointment or the University's failure to offer re-appointment shall not be considered to be disciplinary action that is subject to the just cause standard, but instead shall be subject to the provisions of Article 4 (Appointment and Re-Appointment).</p> | <p>Article XVII</p> <p>(A) - The University reserves the right to take corrective action, including but not limited to oral or written counseling, reprimand, and paid suspension, for reasons of just cause only. Further, the University may place a Faculty member on unpaid suspension and/or discharge a Faculty member during the term of an appointment for reasons of just cause only. A Faculty member may grieve such corrective action, suspension or discharge through the provisions of Article XXI (Grievance and Arbitration Procedure). Just cause shall mean that there is a reasonable basis for the University's action, supported by substantial evidence, which the University reasonably believes to be true, and which is not based on arbitrary, capricious or illegal reasoning, and when the corrective action and/or discipline is commensurate with the seriousness of the alleged infraction and other surrounding circumstances.</p> <p>(B) - Each appointment ceases at the end of the designated appointment period. The expiration of an appointment or failure to offer re-appointment shall not be considered as disciplinary or corrective action or subject to the just cause standard, but shall instead be subject to Article V (Appointment and Re-Appointment), unless the basis for denial of re-appointment was discipline or discharge as set forth in Article V, paragraph C, subparagraph 6.</p> | <p>Article 13</p> <p>Section 1 – Discipline may include written warnings, unpaid suspensions or discharge. A faculty member will not be disciplined, suspended or discharged without just cause.</p> <p>Section 2 -- Discharge for purposes of this Agreement shall mean the termination of a faculty member's appointment prior to the expiration of that appointment. Discharge does not include the non-reappointment of a faculty member nor does it mean the failure to offer an appointment to a faculty member.</p> <p>Section 3 -- It is understood that the University, in addition to issuing disciplinary action, may also include with such discipline reasonable remedial measures, when appropriate, with which the faculty member must comply, provided the remedial measures are rehabilitative rather than punitive.</p> <p>Section 4 – Discipline for purposes of this Article shall not include performance reviews.</p> <p>Section 5 – At the discretion of the Dean of the School, a faculty member may be placed on paid administrative leave to permit the University to investigate potential or alleged misconduct that may result in discipline. Being placed on paid administrative leave is not itself a disciplinary action.</p> |