

ARTICLE 17 – DISCIPLINE AND DISCHARGE

Section 1

The parties recognize the authority of the employer to impose discipline, up to and including dismissal, for just cause. Discipline may take the form of written reprimands, reduction in duties, reassignment, suspension without pay, and dismissal. Disciplinary action shall **must** be conducted in private and imposed in accordance with the principles of progressive discipline.

Section 2

Prior to imposing a disciplinary action, the University will advise the ~~employee~~ **Graduate Employee** of the charges and complaints that potentially give rise to such action. The ~~employee~~ **Graduate Employee** will be provided an opportunity to refute the charges or to present extenuating circumstances. An ~~employee~~ **Graduate Employee** is entitled to representation by a Union representative at investigatory meetings which may result in discipline, if they so choose. The Union will make a representative available to attend an investigatory meeting within two (2) business days.

Section 3

All forms of discipline will be issued to the ~~employee~~ **Graduate Employee** in writing. Such written notice will state the level of discipline being imposed and the charges and complaints which give rise to the disciplinary action. All such written notices will include the following disclaimer: "Employee's signature indicates only that the supervisor has discussed this material with the employee, and they have received a copy. The employee's signature does not indicate agreement or disagreement with its content." ~~Employees~~ **Graduate Employees** will be required to sign disciplinary notices containing this disclaimer.

Section 4

Within thirty (30) days of receiving a notice of discipline, the ~~employee~~ **Graduate Employee** may provide a written rebuttal to be placed in their file with the notice of discipline.

Section 5

Upon written request from the ~~employee~~ **Graduate Employee**, warnings and disciplinary notices shall **must** be removed from their file after two (2) years. Disciplinary notices may be removed sooner if, in the judgment of the head of the ~~administrative~~ **employing** unit in which the Graduate Employee works, or the Assistant Vice President of Human Resources, or their designee, if the Graduate Employee is appointed to a different department, the ~~employee's~~ **Graduate Employee's** performance and conduct warrants such removal. In the event that the head of the ~~administrative~~ **employing** unit is the Graduate Employee's supervisor, the Graduate Employee may forward the request to the Assistant Vice President of Human Resources, or their designee.

Section 6

An ~~employee~~ **Graduate Employee** who alleges that disciplinary action was without just cause may file a grievance under the provisions of Article 18. It is understood that an ~~employee's~~ **Graduate Employee's** right under this Agreement to grieve disciplinary action applies only to the ~~employee's~~ **Graduate Employee's** performance and conduct as an employee.

Section 7

~~Employees~~ Graduate Employees who voluntarily or involuntarily lose student status shall have no right to continued employment and shall be considered to have resigned from their appointment. Graduate Employees who lose student status through unavoidable circumstances (e.g. medical leave, visa issues) must be reinstated to any previous appointments upon reestablishment of student status. Or, should a Graduate Employee invoke this option, the remainder of the Graduate Employee's contract will be honored through moving them to an Instructor, Fixed-term Assistant Professor, or Faculty Research Assistant appointment.

Section 8

The parties agree to a zero-tolerance policy regarding retaliation by supervisors and employing units against Graduate Employees. Any Graduate Employees who have previously filed a grievance and are subject to later "disciplinary action" will have an automatic external board review of their "disciplinary action" to protect Graduate Employees from potential retaliation. This board will consist of members of both CGE and the University.