

FAM, AAUP-AFT Counter to Miami University

May 22, 2024

DISCIPLINE AND DISCHARGE

- A. The University has ~~and retains~~ the right to discipline bargaining unit faculty members according to the terms of this Agreement for violations of~~in accordance with~~ applicable written University, divisional and departmental policies, rules, and regulations, ~~directives, orders, or expectations not expressly addressed in this Agreement~~, up to and including termination of the employment relationship prior to the expiration date of the employment contract.
- B. The University shall not discipline or discharge any bargaining unit faculty member without just cause. Suspension or discharge of a bargaining unit faculty member must be for reasons directly and substantially related to the professional fitness of the faculty member.
- C. The University is committed to the use of progressive discipline. Disciplinary action shall be proportional to the nature and severity of the offense, noting that when the severity of the alleged offense or bargaining unit faculty member's history of discipline warrants a deviation, it is in the University's sole discretion to do so. Under certain circumstances, s~~Suspension without pay or termination may be an appropriate initial disciplinary action in cases of egregious conduct. Disciplinary actions include oral or written warnings (not placed in the personnel file), written reprimands, suspension with pay, suspension without pay, and termination. Other disciplinary sanctions may be imposed only by mutual consent in lieu of suspension without pay or termination, and only after following the process described in section K.~~
- D. ~~Absent emergency circumstances, d~~Disciplinary action or proceedings shall be initiated within one hundred twenty (120) thirty (30) calendar days after the University first knew, or should have known through reasonable diligence, became aware of the allegations forming the basis of the charges, excluding days which the University is closed, and/or the bargaining unit faculty member is not on contract.
- E. A bargaining unit faculty member may not be disciplined or discharged on the basis of anonymous or confidential allegations.
- F. A bargaining unit faculty member may not be disciplined or discharged for exercising their First Amendment rights, or for exercising their academic freedom as described in Article [Academic Freedom].
- G. Disciplinary action against a bargaining unit faculty member may be proposed, initiated, or imposed only by the bargaining unit faculty member's department chair or dean, or by the Provost.
- H. Any suspension shall include continuation of benefits paid by the University.
- I. Suspension without pay may not exceed one semester.

The Union reserves the right to add to, delete from, alter or amend this proposal. This proposal is made without precedent or prejudice to existing rights and entitlements, regardless of the character or source of same. Any tentative agreements reached between the parties on any proposals shall not become final until (1) the parties have reached final agreement on a full collective bargaining agreement, and (2) the Union membership has ratified the full collective bargaining agreement.

~~C.J.~~ ~~Bargaining unit faculty members are required to cooperate and provide truthful information in the University's investigation of any allegations of misconduct.~~

~~D.K.~~ Prior to implementation of any suspension without pay or termination, bargaining unit faculty members will be provided with a predisciplinary meeting attended by the Provost or their designee.

1. The purpose of the predisciplinary meeting is to provide the bargaining unit faculty member an opportunity to respond to the allegations against them. ~~The predisciplinary meeting is not an evidentiary hearing.~~
2. ~~Written~~ notice signed by the Provost or their designee of the allegations against the bargaining unit faculty member, including the specific charges, the basis for those charges, and who brought the charges, will be provided to the bargaining unit faculty member no later than five (5) calendar days prior to the predisciplinary meeting. The faculty member or the Union may request a postponement of the predisciplinary meeting of up to fifteen (15) calendar days, which shall be granted at the University's discretion. Postponements shall normally be for no more than five (5) calendar days.
3. Bargaining unit faculty members have the right, upon request, to be accompanied by a Union representative during the predisciplinary meeting, ~~provided that the unavailability of a Union representative shall not delay the predisciplinary meeting.~~ The notice of allegations shall inform the bargaining unit faculty member of this right.
4. ~~No more than four (4) calendar days~~ following the predisciplinary meeting, the bargaining unit faculty member and the Union will be given written notice of any disciplinary action to be imposed. ~~A copy of the discipline shall be provided to the Union within seven (7) calendar days of the issuance of the discipline.~~
5. ~~After consulting with a representative of the Union,~~ bargaining unit faculty members may agree to waive this predisciplinary meeting and such waiver must be in writing.

L. During the pendency of an investigation, based on reasonable suspicion, into misconduct by a bargaining unit faculty member, the University may suspend the bargaining unit faculty member and place them on administrative leave with pay, ~~or~~ relieve them of a portion of their responsibilities, or exclude them from campus or contact with students, only if necessary to avoid immediate harm to a member or members of the University community in its discretion. When such action is taken, the Employer will hold the predisciplinary meeting referenced in Section ~~KD~~ as expeditiously as possible following the suspension, and in any case no more than thirty (30) days following the suspension unless an extension is agreed to by the parties in writing, or requested by the faculty

member or Union as in Section K.2. The University will provide notice to the Union within 48 hours of a bargaining unit faculty member's suspension pursuant to this Section.

M. Grievances relating to suspension or termination may be initiated at Step Three of the grievance procedure of Article [Grievance and Arbitration].

N. In the case of a grievance relating to suspension without pay or termination, if the Union so chooses, the parties shall engage in mediation as provided in Article [Grievance and Arbitration] to explore the possibility of a mutually agreeable resolution.

E.O. Disciplinary records shall be maintained in a bargaining unit faculty member's personnel file unless and until such discipline is vacated through the grievance and arbitration procedure, including any subsequent appeals therefrom.