

ARTICLE XX
DISCIPLINE AND DISMISSAL

New University language in blue

Section A. The ~~Employer~~ University shall not discipline or dismiss an Employee except for just cause. Discipline shall ~~shall consist of~~ **may** ~~include but not be limited to verbal warnings,~~ written warnings, ~~reduction in duties,~~ reduction in pay, suspension with or without pay, ~~non-reappointment,~~ and dismissal taken by the ~~Employer~~ University based on an Employee's misconduct or poor/non-performance.

~~Discipline shall not be used to restrain Employees in the exercise of academic freedom.~~

Dismissal for purposes of this Agreement shall mean the termination of an employee's appointment prior to the expiration of that appointment.

Dismissal does not include the non-reappointment of an employee, a reduction in the employee's FTE or the failure to offer an appointment to an employee. Dismissal as used in this Article also does not include layoff of an employee or termination of an appointment due to lack of funding or institutional need. ~~Such nonreappointments are subject to the provisions in Article XX (Appointments and Reappointments) or course/section cancellation.~~

Discipline for purposes of this Article shall not include performance reviews. A performance review that indicates performance deficiencies shall not be considered a disciplinary action by the University.

Section B. ~~Prior to the issuance of discipline, the Employer shall conduct an investigation that includes an opportunity for the Employee to respond to the alleged job misconduct or performance issue. The Employer shall notify any Employee facing disciplinary action of the right to Union representation. The Employer shall notify any Employee facing disciplinary action of the right to Union representation.~~ An ~~e~~Employee may request that a Union representative be present at **any disciplinary meeting or at** any investigatory meeting that the ~~e~~Employee reasonably believes may lead to discipline.

Section C. The ~~Employer~~ University ~~Employer~~ shall notify the ~~Employee and the~~ **Employee and** Union in writing, **with a copy to the Employee,** within ~~three (3)~~ **two (2)** business days ~~one (1)~~ day of the issuance of discipline to the Employee. This notification must include a description of

the alleged job-related misconduct or job performance issue; a summary of the evidence; and the level of disciplinary action.

Section D. Employees who are disciplined or dismissed shall be entitled to have the Union file a grievance in response to the disciplinary action. Grievances over disciplinary suspensions without pay or dismissal actions ~~Employees who are dismissed or suspended~~ shall be permitted to file ~~their grievance~~ at the Step 2-last step of the grievance procedure prior to arbitration as established in Article XX (Grievance and Arbitration) under the same time limits for filing other initial grievances.

Section E. Discipline which is rescinded through the grievance procedure shall be removed from the Employee's file and shall not be the basis for further disciplinary action.

Section F. Any person against whom charges have been made may, at any time during the pendency of the charges, be placed on paid administrative leave while the ~~Employer~~ University investigates ~~investigating~~ potential or alleged misconduct that may result in discipline or considers ~~ing~~ what actions to take in a given case. The manner of any investigation shall be at the University's Employer's discretion. ~~Being placed on~~ Paid administrative leave is not itself a disciplinary action.

~~**Section G.** Harvard shall maintain the confidentiality of an Employee's disciplinary actions imposed and shall not share an Employee's disciplinary actions except with appropriate Harvard personnel as necessary to perform their duties or as required by law.~~