

ARTICLE VIII

Disciplinary Provision

Section 1.

The parties to this Agreement recognize that effective performance and development of each FTNTT Faculty member is a mutual concern and responsibility of the FTNTT Faculty and of the University. The parties have a mutual interest in an initial disciplinary process that is corrective and educational rather than punitive. The parties to this Agreement also agree that, when warranted, the University has and retains the right to discipline FTNTT Faculty members in accordance with applicable University policy and expectations of employment, up to and including the termination of the employment relationship prior to the expiration date of the employment contract.

- A. The parties to this Agreement mutually recognize that, in many instances, the need to impose formal discipline as a matter of record or in a form that would occasion economic or material detriment to the faculty member can best be avoided by efforts at informal resolution of the matter of concern between the affected member of the bargaining unit and the responsible administrative officer. If an administrative officer raises the possibility of imposing a sanction, the administrative officer will immediately notify the affected Faculty member in writing of their due process rights as provided in this Agreement as well as a description of the matter of administration's concern. The administrative officer will inform the affected faculty member that they may be assisted by a designated representative of the Association in any further meetings with the administrative officer concerning the matter. The Association will be notified in writing of the outcome of any attempts at the informal resolution of possible discipline.
- B. The parties to this Agreement agree that the University will not impose formal discipline except for just cause.
- C. The parties further agree that in any matter concerning the possible imposition of formal discipline, the administrative officer will meet with the FTNTT Faculty member and if requested by the Faculty member, a designated representative from the Association. Prior to this meeting the discipline will be reduced to writing, including a reasonable statement of the reasons for and background leading to the imposition of discipline. A copy of said writing will be given to the FTNTT Faculty member and to the Association even if representation is not requested. normally, The responsible administrative officer will notify the affected FTNTT Faculty member and the Association no less than ~~five (5)~~ **ten (10)** working days before any discipline is imposed. In unusual instances where circumstances present a situation wherein the delaying of action could result in immediate harm to the University, the FTNTT Faculty member or a member of the University community, the Provost may take immediate action by way of suspension with full salary and employee benefits provided the FTNTT Faculty member and the Association are first given notice of the impending action and an opportunity to respond.

- D. In all situations involving disciplinary action, whether immediate or in the normal course of this process, the affected FTNTT Faculty member may elect to consult with and/or be represented by an individual designated by the Unit President. Prior to the imposition of discipline, the affected FTNTT Faculty member and their designated representative from the Association, if elected, will be given the opportunity to present their position or case, to counter or correct the pertinence or accuracy of any evidence or testimony supporting the disciplinary action

Section 2.

The parties to this Agreement mutually recognize that routine reviews of performance, informal suggestions on how to improve performance, the Full Performance Reviews and other performance reviews referenced in Article X, and annual decisions as to renewal or non-renewal of appointment are not normally disciplinary in nature and, therefore, are not subject to the provisions of this Article. Otherwise, performance reviews that are extraneous to Article X or University Policy are considered disciplinary.

Section 3.

The parties to this Agreement also agree that, for a period of six (6) months from the effective date of the first appointment as a member of the bargaining unit, both the University and the FTNTT Faculty member have the right, at their respective sole discretion, to terminate the employment relationship prior to the expiration date of the employment contract by providing thirty (30) calendar days' advance notice of the intended action to the other party.

Section 4.

The parties to this Agreement agree that, if the University decides that formal disciplinary action is necessary, the questions of just cause and of the appropriateness of the imposed discipline may be tested under the appropriate section(s) of the *Grievance Procedure* described in Article VII of this Agreement.