

1398 department/unit. The performance of an employee during the entire term of employment at the institution
1399 shall be considered in determining whether to grant tenure. Recommendations regarding tenure shall
1400 include a copy of applicable tenure criteria, the employee's annual assignments and annual evaluations,
1401 and, if the employee chooses, the employee's tenure appraisals. The reviewers at any stage in the
1402 review may request to review the appraisals. Prior to the consideration of the employee's candidacy, the
1403 employee shall have the right to review the contents of the tenure file and may attach a brief and
1404 concise response to any materials therein. It shall be the responsibility of the employee to see that the
1405 file is complete. The provisions of Articles 11.2 through 11.8 of this Agreement shall apply to the
1406 contents of the tenure file.

1407 B. If any material is added to the file after the commencement of consideration, other than
1408 the completion of the evaluation sections (including the recording of votes) of the file by the reviewing
1409 bodies/individuals), a copy shall be sent to the employee within five (5) days (by personal delivery or by
1410 mail, return receipt requested). The employee may attach a brief response within five (5) days of his/her
1411 receipt of the added material. The file shall not be forwarded until either the employee submits a
1412 response or until the second five (5) day period expires, whichever occurs first. The employee shall have
1413 the right to review the file at each stage of review (i.e., department, college, campus) and attach a brief
1414 response to any materials, including the evaluation section(s), contained therein prior to the next stage
1415 of review. The only documents which may be considered in making a tenure recommendation are those
1416 contained or referenced in the tenure file.

1417 1418 15.6 Other Considerations

1419 A. During the period of tenure-earning service, the employee's employment shall be
1420 governed by the provisions of Article 12.

1421 B. Part-time service of an employee employed at least one semester in any twelve (12)
1422 month period shall be accumulated. For example, two (2) semesters of half-time service shall be
1423 considered one-half year of service toward the period of tenure-earning service.

1424 C. Where employees are credited with tenure-earning service at the time of initial
1425 appointment, all or a portion of such credit may be withdrawn once by the employee prior to formal
1426 application for tenure.

1427
1428 15.7 Tenure upon Appointment. The Board of Trustees may grant tenure to an employee at the time of
1429 initial appointment, upon recommendation of the appropriate administrator. The administrator shall
1430 consider the recommendation of the department or equivalent unit prior to making his/her final tenure
1431 recommendation.

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1433 15.8 Leave. Authorized leaves of absence may, under the provisions of the Article regarding Leaves,
1434 be credited toward the period of tenure-earning service.

1435 15.9 Termination/Layoff. Tenure guarantees annual reappointment for the academic year until
1436 voluntary resignation, retirement, removal for just cause in accordance with the provisions of the Article
1437 regarding Disciplinary Action and Job Abandonment, or layoff in accordance with the provisions of the
1438 Article regarding Layoff and Recall, but does not extend to administrative appointments.

1439 1440 **Article 16 - Disciplinary Action and Job Abandonment**

1441 1442 16.1 Just Cause.

1443 A. The purpose of this article is to provide a prompt and equitable procedure for disciplinary
1444 action taken with just cause. Just cause shall be defined as:

1445 (1). incompetence, or

1446 (2). misconduct.

1447 B. An employee's activities which fall outside the scope of employment shall constitute
1448 misconduct only if such activities adversely affect the legitimate interests of the University.

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1450 16.2 Progressive Discipline. Both parties endorse the principle of progressive discipline as applied to

1451 professionals.

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1453 16.3 Notice of Intent. When the President or representative has reason to believe that a suspension or
1454 termination should be imposed, the President or representative shall provide the employee with a written
1455 notice of the proposed action and the reasons therefor. Such notice shall be sent certified mail, return
1456 receipt requested, or delivered in person with written documentation of receipt obtained or via email sent
1457 by the University to the employee during a video meeting held for the purpose of delivery of such notice.
1458 The employee shall be given ten (10) days in which to respond in writing to the President or representative
1459 before the proposed action is taken. The President or representative then may issue a notice of
1460 disciplinary action under Article 16.4 below. The employee has a right to union representation during
1461 investigatory questioning that may reasonably be expected to result in disciplinary action. If the President
1462 or representative does not issue a notice of disciplinary action, the notice of proposed disciplinary action
1463 shall not be retained in the employee's evaluation file.

1464
1465 16.4 Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons
1466 therefor and a statement advising the employee that the action is subject to Article 20, Grievance
1467 Procedure and Arbitration. All such notices shall be sent certified mail, return receipt requested, or
1468 delivered in person to the employee with written documentation of receipt obtained or via email sent by the
1469 University to the employee during a video meeting held for the purpose of delivery of such notice.

1470
1471 16.5 Termination. A tenured appointment or any appointment of definite duration may be terminated
1472 during its term for just cause. An employee shall be given written notice of termination at least six (6)
1473 months in advance of the effective date of such termination, except that in cases where the President or
1474 representative determines that an employee's actions adversely affect the functioning of the University or
1475 jeopardize the safety or welfare of the employee, colleagues, or students, the President or representative
1476 may give less than six (6) months notice.

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1478 16.6 Disciplinary Action Other than Termination. The University retains its right to impose disciplinary
1479 action other than termination for just cause including, but not limited to, suspension with or without pay.
1480 Counseling, including recommendations for participation in an Employee Assistance Program, shall not
1481 be considered disciplinary action.

1482
1483 16.7 Job Abandonment
1484 A. If an employee is absent without authorized leave for twelve (12) or more consecutive
1485 days or a period of time that constitutes more than 15% of a term-length teaching assignment during a
1486 summer term, under the provisions of Article 17.1, the employee shall be considered to have abandoned the
1487 position and voluntarily resigned from the University. Under the provisions of Article 16.7 A, the employee
1488 who returns from an unauthorized leave and engages in another unauthorized leave of 3 days or more within
1489 a calendar year shall be subject to discipline, up to an including termination.

1490 B. Notwithstanding Article 16.7(A), above, if the employee's absence is for reasons beyond
1491 the control of the employee and the employee notifies the University as soon as practicable, the
1492 employee will not be considered to have abandoned the position.

1493
1494 16.8 Employee Assistance Program. Neither the fact of an employee's participation in an employee
1495 assistance program, nor information generated by participation in the program, shall be used as a reason
1496 for discipline under this Article, except for information relating to an employee's failure to participate in an
1497 employee assistance program consistent with the terms to which the employee and the University have
1498 agreed.

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1501 **Article 17 Leaves**

1502 17.1 Requests for a Leave or Extension of Leave of One (1) Semester or More.

1503 A. For a leave of one (1) semester or more, an employee shall make a written request not
1504 less than 120 days prior to the beginning of the proposed leave, if practicable.

1505 B. For an extension of a leave of one (1) semester or more, an employee shall make a