

through the eP&T portal, if applicable). The employee may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the employee submits a response or until the second five (5)-day period expires, whichever occurs first. The only documents which may be considered in making a tenure recommendation are those contained or referenced in the tenure file. If a document that is not part of the tenure file is considered, then, prior to the committee's decision, it shall be added to the tenure file and the procedures for notifying the employee described in this section shall be followed.

15.6 Other Considerations.

(a) During the period of tenure-earning service, the employee's employment shall be governed by the provisions of Article 12.

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

(c) An employee who is credited with tenure-earning service at the time of initial appointment may request, in writing, that the president or president's representative withdraw all or a portion of such credit. An employee may make such a request only one time, and the request must be received before the end of the spring semester prior to the fall semester of the employee's final year of eligibility.

15.7 Transfer of Tenure. When a tenured employee is transferred as a result of a reorganization or program curtailment within the University and is employed in the same or similar discipline in which tenure was granted, the employee's tenure shall be transferred to the new department.

15.8 Tenure upon Appointment. Tenure may be granted to an employee by the Board at the time of initial appointment, upon recommendation of the appropriate administrator. The administrator shall consider the recommendation of the department or equivalent unit prior to making his/her final tenure recommendation.

15.9 Leave. Authorized leaves of absence shall be credited or not credited toward the period of tenure-earning service according to the provisions of Section 17.4.

15.10 Termination/Layoff. Tenure/permanent status guarantees annual reappointment for the academic year until voluntary resignation, retirement, removal for just cause, or layoff.

Article 16 (TA 11/30/2012, no changes from white (handshake) book)

ARTICLE 16

DISCIPLINARY ACTION AND JOB ABANDONMENT

16.1 Just Cause.

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

- (1) incompetence, or
- (2) misconduct.

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

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

16.3 Notice of Intent.

(a) Suspension or Termination. When the president or president's representative has reason to believe that a suspension or termination should be imposed, the president or president's representative shall provide the employee with a written notice of the proposed action and the reasons therefore. Such notice shall be sent via certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. The employee shall be given ten (10) days to respond in writing to the president or president's representative before the proposed action is taken. The president or president's representative then may issue a notice of disciplinary action under Section 16.4.

The employee has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action. No notice of disciplinary action shall be retained in the employee's evaluation file if no disciplinary action is taken.

(b) Oral Reprimand and Written Reprimand. No notice of intent or employee response time is required when an employee receives an oral reprimand or written reprimand.

16.4 Notice of Disciplinary Action. Any notice of disciplinary action shall include a statement of the reasons therefore and a statement advising the employee that the action is subject to the Grievance Procedure in Article 20. All such notices shall be sent via certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

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

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

16.7 Job Abandonment.

(a) If an employee is absent without authorized leave for twelve (12) or more consecutive days under the provisions of Section 17.1, the employee shall be considered to have abandoned the position and voluntarily resigned from the University.

(b) Notwithstanding paragraph (a), above, if the employee's absence is for reasons beyond the control of the employee and the employee notifies the University as soon as practicable, the employee will not be considered to have abandoned the position.

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

Article 17 (TA 3/14/2013)

ARTICLE 17

LEAVES

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

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

(b) For an extension of a leave of one (1) semester or more, an employee shall make a written request not less than sixty (60) days before the end of the leave, if practicable.

(c) The University shall approve or deny such request in writing not later than thirty (30) days after receipt of the request.

(d) An absence without approved leave or extension of leave shall subject the employee to the provisions of Article 16.

(e) An employee's request for use of leave for an event covered by the provisions of the Family and Medical Leave Act (FMLA) of 1993 (Public Law 103-3) shall be submitted and responded to in accordance with the provisions of the FMLA and its implementing regulations as discussed in Section 17.6.

17.2 Return from Leave. An employee who returns from an approved leave of absence with or without pay shall be returned to the same classification, unless the University and the employee agree in writing to other terms and conditions. The return from FMLA leave shall be governed by the FMLA and its implementing regulations, as discussed in Section 17.6.

17.3 Accrual During Leave with Pay. An employee shall accrue normal leave credits while on compensated leave in full-pay status, or while participating in the sabbatical or professional development programs. If an employee is on compensated leave in less than full-pay status for other than sabbaticals or professional development programs, the employee shall accrue leave in proportion to the pay status.

17.4 Tenure Credit During Periods of Leave. Semester(s) during which an employee is on compensated or uncompensated leave shall be creditable for the purpose of determining eligibility for tenure except by mutual agreement of the employee and the University. Time spent on family and medical, parental, administrative, or military leave, whether paid or unpaid, shall not be tenure-earning unless otherwise mutually agreed to by the employee and the president or president's representative in writing at the time such leave begins. Upon return from military leave, an employee may request that the time spent on military leave be tenure-earning, which request must be granted by the president or president's representative. Time spent on paid or unpaid leave for any purpose not otherwise listed herein