

1                   **Tentative Agreement between Portland State University (PSU) and**  
2                                   **Graduate Employees Union (GEU)**  
3                                   **August 1, 2022**

4    **Article 9 - Discipline and Discharge**

5    **Section 9.1 - Process**

6           **9.1.1** - The Parties recognize the authority of the University to impose discipline up to  
7           and including discharge. No GA will be disciplined or discharged without just cause.

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9           **9.1.2** - Disciplinary sanctions will generally be imposed consistent with the principles of  
10           progressive discipline. With progressive discipline, the level or severity of a sanction  
11           imposed increases where the conduct or performance fails to improve or is repeated and  
12           where the initial emphasis is to correct conduct problems or resolve performance issues  
13           in the earliest stages. Sanctions, however, need not begin at the lowest level where the  
14           nature and severity of the behavior calls for the imposition of discipline at an advanced  
15           step, including but not limited to where behavior constitutes gross misconduct and/or  
16           includes harm to others, dishonesty or falsification, or violence. Disciplinary sanctions  
17           will be administered in private

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19           **9.1.3** - Verbal or written warnings, letters of caution, or plans of improvement are not  
20           disciplinary in nature. Nonetheless, these matters will be addressed in private.

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22           **9.1.4** - Disciplinary sanctions may include written reprimands, suspension without pay,  
23           and discharge.

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25           **9.1.5** - The University will notify the employee at least 2 business days in advance of any  
26           investigatory meeting. The 2 business-day notification period shall be waived if the  
27           situation is urgent. These notices will include information on the member's right to have  
28           their GEU representative present, including sharing the Grievance Officer email:  
29           [grievances@pdxgeu.org](mailto:grievances@pdxgeu.org) The University will send the GEU Grievance Officer a notice via  
30           email that a member, who will not be identified, may contact the GEU to request  
31           assistance with an investigatory meeting.

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33           The employee may be represented by a GEU representative at any investigatory  
34           meeting.

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36           **9.1.6** - In any meeting scheduled for the purpose of delivering a disciplinary sanction, the  
37           employee may be required to acknowledge receipt of the sanction but is not required to  
38           engage in further discussions about the circumstance leading to the sanction. The GA  
39           shall have the right to union representation in any meetings scheduled for the purpose of  
40           delivering a disciplinary sanction.  
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1 **9.1.7** - In the event the University places an employee on administrative leave during an  
2 investigation, that employee's compensation will continue uninterrupted. Administrative  
3 leave during an investigation is not considered to be a disciplinary sanction and is not an  
4 academic suspension, nor does placement of a GA on paid administrative leave during  
5 an investigation itself change the GA's rights as a student to participate in their academic  
6 program.


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8 **9.1.8** - A record of any disciplinary sanction will be placed in the employee's personnel  
9 file. In keeping with Personnel Records Article 12, an employee will have the right to  
10 submit a written statement regarding the disciplinary sanction and have that statement  
11 attached to the record and placed in their personnel file

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13 **9.1.9** - A GA who is disciplined at the level of written reprimand shall have that  
14 reprimand removed from their official personnel file in HR one year after the date the  
15 discipline was imposed unless there is a recurrence of the behavior or related problem in  
16 that time. A reprimand removed from the official personnel file in HR will not generally be  
17 considered in subsequent discipline unless the behavior giving rise to subsequent  
18 discipline is of a similar type or kind as the behavior that gave rise to the prior discipline.

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20 **9.1.10:** In the event a GA who is the subject of an investigation conducted by the  
21 University is required to attend an investigatory interview that could result in a sanction  
22 or to participate in any similar meeting where Weingarten rights would apply, before the  
23 interview or meeting begins, the University will provide the GA with information about  
24 what the interview or meeting pertains to. The University will also provide the GA with  
25 contact information for the person conducting the interview or meeting. When  
26 appropriate and reasonably practicable, the University will notify the GA when its  
27 investigation has concluded.

28 This Tentative Agreement will replace Article 9 in the successor Collective Bargaining  
29 Agreement and will become effective upon ratification of the parties Successor Agreement.

| <b><u>For the University</u></b>  | <b><u>For the Association</u></b>  |
|---|--|
| <p data-bbox="228 1486 423 1528"><br/><small>Shelly Chabon (Sep 5, 2022 14:51 PDT)</small></p> <hr data-bbox="228 1528 792 1533"/> <p data-bbox="228 1539 792 1608">Shelly Chabon, Vice Provost for Academic<br/>Personnel</p> <hr data-bbox="378 1654 639 1659"/> <p data-bbox="477 1677 540 1707">Date</p> | <p data-bbox="857 1486 1052 1528"><br/><small>Cassandra Croft (Sep 5, 2022 12:11 PDT)</small></p> <hr data-bbox="857 1528 1421 1533"/> <p data-bbox="857 1539 1421 1608">Cassandra Croft, Vice President Collective<br/>Bargaining</p> <hr data-bbox="1006 1654 1268 1659"/> <p data-bbox="1105 1677 1169 1707">Date</p> |

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Debra M. ... (Sep 2, 2022 15:44 PDT)











# Article 9 TA Final for signature

Final Audit Report

2022-09-05

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