ARTICLE I - RECOGNITION AND DEFINITIONS

# D. Definitions

As used in this Agreement, the following words and phrases shall have the following meanings:

## Discipline.  Discipline shall include, but not be limited to, a letter of reprimand; suspension, with or without pay; dismissal/termination of a unit member’s employment and removal of tenure. Discipline shall be regarded as “Official Personnel Correspondence,” but is not required to be labeled as such to be included in a unit member’s Official Personnel File.

[Re-number remainder of definitions]

**ARTICLE II - RELATIONSHIP BETWEEN THE BOARD AND THE ASSOCIATION**

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# Filling of Vacancies

The President of each University shall post for the information of unit members written notice of all vacancies for professional positions at each University. In respect of each such vacancy, such notice shall be posted not later than the date on which such vacancy is advertised elsewhere. Copies of all such notices shall be sent to the Association President and the Chapter President within fifteen (15) days of the posting.

ARTICLE IX - TENURE

# Removal of a Tenured Member of the Bargaining Unit

## A tenured member of the bargaining unit, without regard to the means by which he/she attained tenure, shall not be removed from his/her position except upon a finding by the Board that just cause exists, which finding shall be made in accordance with the provisions of this Article and shall not be arbitrary or capricious. Just cause for the purposes of removal of a tenured member of the bargaining unit shall be deemed to be the following:

### substantial and manifest neglect of professional duty;

### demonstrated incompetence in the performance of duties assigned pursuant to the provisions of this Agreement;

### dishonesty in research;

### conviction of a felony;

### violation of the University’s Equal Opportunity, Nondiscrimination and Title IX Plan (or the most recent version thereof), with the exception of failing to comply with reporting obligations; or

### misrepresentation of academic, professional or other relevant credentials.

Disciplinary action, when issued to a tenured faculty member, shall be ordinarily implemented in progressive stages and shall generally begin with the issuance of less severe discipline before utilizing the tenure removal process set forth in this Article IX, Section E. However, in some circumstances, the acts or omissions of a tenured unit member may warrant the imposition of a severe sanction, including the removal of tenure, without the imposition of progressive discipline.

Activities protected by the principles of academic freedom incorporated in Article V of this Agreement shall not constitute cause for removal.

ARTICLE XVI - OFFICIAL PERSONNEL FILES

The administration of each University shall maintain an Official Personnel File for each member of the bargaining unit, which shall be kept in a secure place in the custody of the President. Such file shall contain a continuous record of the bargaining unit member’s status as an employee in the bargaining unit at the University and shall be separate from any such record of his/her employment in the University’s Division of Graduate and Continuing Education. The Official Personnel File shall contain the following:

## copies of Official Personnel Correspondence and personnel actions, including any written communication pertaining to discipline (as defined in Article I, D), concerning the member of the bargaining unit;

## except as is hereinafter provided, all evaluations of the performance of the member of the bargaining unit made prior to the effective date of this Agreement and made thereafter pursuant to the provisions of Articles VIII, VIII-A or VIII-C hereof; provided only that the record of any student evaluations may be kept in the form of summaries thereof;

## all recommendations of retention, merit, promotion and tenure made prior to the effective date of this Agreement and all such recommendations made thereafter pursuant to the provisions of Articles VIII, VIII-A or VIII-C hereof;

## an updated official transcript submitted pursuant to the provisions of Article VIII, VIII-A or VIII-C hereof;

## a copy of the Salary Data Form (Appendix O-1 or O-2); and

## an updated comprehensive resume.

Except as is hereinafter provided, no other materials shall be included therein.

## 1. All such materials placed in the Official Personnel File of a member of the bargaining unit shall be dated when received, numbered sequentially and, with effect from and after September 1, 1981, all materials contained in each Official Personnel File shall be logged sequentially.

## 2 The unit member shall have the right without undue delay to examine his/her Official Personnel File. Under no circumstances shall the Official Personnel File be removed from its place of safekeeping by the unit member and access to the Official Personnel File shall, where feasible, be only in the presence of someone in authority.

## 3. The unit member shall have the right to place in his/her Official Personnel File a written statement made in response to materials contained in his/her Official Personnel File or which he/she believes may affect his/her employment status.

## Upon written request of the individual member of the bargaining unit the University administration shall reproduce without undue delay one (1) copy of such materials.

## Copies of Official Personnel Correspondence or any written communication pertaining to discipline (as defined in Article I, D), electronic or otherwise, shall be filed at the time they are sent to the member of the bargaining unit.