

Memorandum of Understanding on Discipline, Removal and Student Complaints

The following procedures for discipline, temporary and permanent removal, and student complaints supersede the 1983 Memorandum, Procedure for Disciplinary Action Against a Faculty Member, Full or Part Time, issued on June 3, 1983. It also supersedes the Ax arbitration award of February 2, 2001 as it relates to student complaint procedures and it replaces the language of the collective bargaining agreement (Section 3.7 i). Adoption of the procedures contained in this document is subject to the approval of the President of the College and ratification by the members of the Union.

I. Discipline

No faculty member shall be disciplined except for just cause. It is understood that the just cause standard where appropriate assumes progressive discipline, that is, levels of sanctions commensurate with the conduct. Just cause may include, but is not limited to: neglect of contractual duties, violation of college policies and/or procedures, insubordination, conduct unbecoming a faculty member, criminal behavior, discrimination or misconduct. Non reappointment and denial of tenure shall not be considered disciplinary.

The reasons for the discipline shall be provided to the employee and to the Union within three business days from imposition of discipline. Notification shall be first in person if practical and then in writing by certified mail. The employee and/or the Union shall have ten working days to file a grievance¹. Failure to file shall be considered acceptance of the disciplinary action. The grievance shall commence at Step II of the collective bargaining agreement.

II. Temporary removal for other than disciplinary reasons

¹ Email is acceptable as written notification for the purposes of this agreement unless otherwise specified.

No faculty member may be removed from teaching, counseling, library, academic support, or testing services except for just cause. The employee shall be provided with the reasons for the removal in person at the time of removal and also by certified mail. The employee shall remain on full-pay status. The Union must be informed of the removal and the reasons for the removal in writing² within 24 hours.

Within two working days after notification of removal, the Union may file a grievance¹ which shall commence at the level of Step III, Arbitration. A hearing shall be held within five working days or the first available date of previously agreed-upon arbitrators, if not within five days. A decision shall be rendered in no more than five days after the arbitration hearing.

III. Permanent removal for other than disciplinary reasons

No faculty member shall be removed permanently except for just cause. The employee shall be given the reasons for removal in writing at the time of the removal and the Union shall be notified of the reasons for removal at the time of removal. Any grievance pursued by the Union relative to permanent removal must be filed¹ within five working days and shall be taken up at Step III, Arbitration.

² Email is acceptable as written notification for the purposes of this agreement unless otherwise specified.

IV. Student Complaints

Student complaints may take various forms and may be subject to more than one of the procedures described above. A student who brings a concern/complaint, other than a final grade appeal, against a faculty member about course management will be directed to take the concern/complaint to the faculty member who shall meet or communicate with the student within ten working days. No concern/complaint over course management shall be accepted after two weeks from the end of the semester. Matters of academic content must be resolved within the academic department. Disputes over final grades must be directed to the established Procedure for Appealing a Final Grade (formerly known as the Tripartite Committee). A student complaint which is determined by the Administration to merit discipline shall be covered by Section I of this agreement.

If the faculty member and the student are unable to resolve the matter of course management between them, the student may sign a written complaint and send it to the department chair. If the complaint is against the Department Chair acting in his/her capacity as a faculty member, the complaint will be handled by the Departmental Committee Chair. The Department or Departmental Committee chair shall make an effort to meet or communicate with the student and faculty member together but may meet or communicate with them separately within ten working days.

If the issue is not resolved at that level, the written and signed concern/complaint will be sent to the Division Dean who will meet or communicate with the parties whenever possible together within ten working days. If no resolution results from this meeting, a final decision will be rendered in writing by the Vice President for Academic Affairs.