

ARTICLE 25 DISCIPLINARY PROCEDURES

Disciplinary action may be imposed upon a faculty member for just cause. Disciplinary action or measure shall include only the following.

1. Written reprimand
2. Suspension
3. Dismissal

A faculty member who is to be disciplined has the right to request and have the MSCF president or designee on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to a faculty member.

Section 1. Written Reprimand. If a written reprimand is given to a faculty member it shall be done in a manner that will not embarrass the faculty member before the other faculty members, students, or the public. The faculty member shall be given the opportunity to respond to any written reprimand and the response shall be entered into the faculty member's personnel record along with the reprimand. The faculty member shall be given a copy of any entry in the faculty member's personnel file and shall be permitted to insert a response thereto. Only such material as is entered in the faculty member's personnel file shall be used as evidence in any subsequent disciplinary action or hearing. If it is determined through the grievance procedure that a written reprimand was issued without just cause, such reprimand shall be removed from the faculty member's personnel file. Upon the written request of a faculty member, the contents of the personnel file shall be disclosed to the faculty member and/or the MSCF representative and/or legal counsel.

Section 2. Suspension. A faculty member may be suspended for up to fifteen (15) work days with or without pay for just cause. The faculty member shall be notified in writing of a proposed suspension, specifying the reasons.

Section 3. Dismissal for Cause. An unlimited faculty member may be dismissed for just cause by the college president upon ten (10) calendar days advance written notice. The reason for dismissal must be stated in the notice to the faculty member.

Section 4. Grievability. Disciplinary actions for just cause shall be subject to the grievance procedure. A faculty member dismissed for cause may initiate the grievance at Step 2. If a faculty member fails to grieve a disciplinary action in a timely manner pursuant to Article 27, such faculty member is considered to have waived the right to appeal as provided in this Contract.

Section 5. Arbitration Hearing. At any arbitration hearing concerning disciplinary actions for just cause, both the faculty member and the Employer shall have the right to be represented by counsel, to be heard, to have witnesses testify, to see all evidence and to cross examine all witnesses. The Employer assumes the burden of substantiating the charges through presentation of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the mutual agreement of the parties.

Section 6. Temporary Part-time and Adjunct Faculty. A temporary part-time or adjunct faculty member may be terminated under the following conditions:

Subd. 1. Temporary Part-time or Adjunct Faculty with Less than 2.0 FTE Continuous Service. A temporary faculty member with less than 2.0 FTE continuous service may be terminated immediately. Such faculty member shall receive five (5) days of pay at his/her daily rate of pay.

Subd. 2. Temporary Part-time or Adjunct Faculty with 2.0 or more FTE Continuous Service. A temporary faculty member with 2.0 FTE or more continuous service may be terminated before the end of the stated period for just cause. Such faculty member shall receive a ten (10) day notice as provided in this Article.

Subd. 3. Continuous Service. Continuous service shall mean without a break in service. For purposes of this section a “break in service” is defined as no assignment for one (1) full academic year.