

**ARTICLE 13**  
**STANDARD PERFORMANCE REQUIREMENTS**

**13.1 Employee Responsibilities**

In the performance of their duties, all Employees will conduct themselves in a manner that is professional, courteous and conducive to a professional atmosphere in their class/laboratory, employing unit and the University. At a minimum, Employees will adhere to the following requirements:

**13.1.1.** Employees are responsible for following University policies and procedures regarding instruction and all other matters.

**13.1.2.** Employees are responsible for carrying out their duties under the direction, and according to the requirements, of department chairs and/or department committees.

**13.1.3.** Employees shall be responsible, under direction of the department chair and/or Employer, for maintaining the integrity of scholarship, grades and professional standards in instruction.

**13.1.4.** Employees who are assigned responsibility for determining course/laboratory content will ensure that such content is consistent with course descriptions approved through the University Curriculum Review Process.

**13.1.5.** Where applicable, Employees are responsible for clearly stating course objectives, methods of determining final course grades and any special attendance requirements that differ from the unit's attendance requirements at the beginning of the semester/session, and for specifying the above in course syllabi. Course syllabi must be available to students no later than the start of the first scheduled class meeting; or, if the Employee was hired immediately before or after the start of the semester/session, within 7 calendar days of the start of the first scheduled class meeting.

**13.1.6.** Assignments and examinations are expected to be returned to students with reasonable promptness. Final exams and grading records shall be retained for at least one semester to permit review by students. Upon written request, the academic unit will assist the Employee with records retention.

**13.1.7.** Employees are expected to meet their classes at the regularly scheduled times. In the event of illness or injury, Employees will, when possible, notify the department chair in advance if they are to be absent. In other cases, absences from class must be approved in advance by the employing unit. Employees are encouraged to assist the employing unit in finding appropriate coverage for the missed classes.

**13.1.8.** Within reason, Employees will make themselves available for consultation with students outside of direct classroom instruction.

**13.1.9.** Grades shall be assigned based on the methods described in the course syllabus and turned in to meet University employing unit deadlines.

**13.2. General Disciplinary Provisions**

**13.2.1.** The parties recognize the authority of the Employer to suspend, terminate appointment, or take other appropriate disciplinary action against Employees for just cause.

**13.2.2.** Discipline and/or termination of appointment may result from unsatisfactory employment performance (subject to the procedure described below) or for Employee misconduct. Either may result from an accumulation of multiple, lesser infractions or from a single serious infraction.

**13.2.3.** Whenever possible, the Employer shall give the Employee advance notice of its intent to hold an investigatory interview. An Employee shall be entitled to the presence of a Union Representative at an investigatory interview if the Employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the Employee, and if the Employee requests one.

**13.2.4.** If any disciplinary action is taken against an Employee, the Employee will receive a written notice of such action. A copy of the notice will also be provided to the Union.

### **13.3. Procedure for Unsatisfactory Performance**

**13.3.1.** In cases of unsatisfactory employment performance, the matter will be discussed with the Employee prior to any action being taken. A written summary of such a discussion will be available at the written request of the Employee provided the Employee's request is received within forty-eight (48) hours of the discussion; whenever the Employee requests such a summary, a copy of the document will also be provided to the Union.

**13.3.2.** If the Employer determines that the existing situation can be corrected by the Employee and is of such a nature that correction is appropriate, the Employee will be given not less than one calendar week from date of discussion to make the correction.

**13.3.3.** When appropriate, employment duties may be reduced and employment fraction and pay may be reduced correspondingly, or appointment may be terminated. An Employee whose appointment is terminated for unsatisfactory performance in one academic unit will not automatically have his/her appointments terminated in other academic units.

### **13.4. Appeals**

**13.4.1.** Grievances regarding suspension, termination, or reduction in fraction of employment and pay may be submitted following the process delineated in the article on grievance procedure.

**13.4.2.** If, in the event of arbitration, the Arbitrator does not find for the Employer, the Arbitrator may make only a finding of fact and award pay but not reinstatement. Such pay shall not exceed an amount that the Employee would have earned from the date of termination to the end of the term of employment.