

ARTICLE XXVI

TERMINATION FOR CAUSE

AAUP-BHSNJ unit members who are tenured or under a term contract shall not be terminated except for the reasons and pursuant to the procedures in this Article.

1. **Grounds**

The following may constitute grounds for termination:

1. failure to perform the duties of the position effectively;
2. misconduct;
3. conduct unbecoming a member of the faculty of the University;
4. physical or mental incapacity to perform the duties of the position; and
5. serious violation of School or University policies and procedures or other codifications governing faculty conduct.

2. **Initiation**

The Dean, or the Dean's designee, shall initiate a proceeding by providing notice to the unit member setting forth all the charges pending against the unit member. The Vice President for Academic Affairs and Administration, or the Vice President's designee, shall meet with the unit member to ascertain the validity of the charges and shall provide the unit member the opportunity to respond to the charges. The unit member shall be entitled to representation by the Association at such meeting. If the discipline is initiated by the Vice President, the President shall conduct the meeting to ascertain the validity of the charges. Within ten days of the meeting, the Vice President, any designee or the President shall notify the unit member, with a copy to the Association, both to be sent by express and certified mail, of the disposition of the charges and the intended discipline.

C. **Appeal**

Within thirty (30) calendar days of receipt of the notice of intended discipline, the unit member or Association may seek binding arbitration in accordance with the Public Employment Relations Commission's (PERC's) rules by giving notice to that effect to the Vice President and to PERC, with a copy to Academic Labor Relations. The arbitrator will be from a panel agreed upon by the parties or designated through PERC's procedures. If such notice is not filed within thirty (30) calendar days of receipt of the notice of intended discipline, the unit member shall have waived the right to arbitration, and the intended discipline shall be final and binding.

D. Hearing

At the hearing, the unit member may be represented by the Association or a legal representative of his/her own choosing. A representative of the Association may attend the hearing. The burden of proving all charges by a preponderance of the credible evidence shall be on the University. The arbitrator shall determine whether the charges are valid and constitute just cause for discipline, and, if so, shall prescribe a penalty. The arbitrator's decision shall be final and binding on the University, the Association and the unit member. The parties shall request that the arbitrator render a decision within thirty (30) days after the close of the hearing, unless the parties agree to request a longer time.

In no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the Agreement, the University's Bylaws, or any other University policies or procedures.

Any costs resulting from the arbitration shall be shared equally by the parties to the arbitration.

AGREED: 9/21/15