

## ARTICLE 22 - DISCIPLINE AND DISMISSAL

Preamble. The Federation and Management agree it is important to the establishment and maintenance of good working relationships that potential disciplinary problems first be addressed through informal discussions between the bargaining unit employee and the administrative supervisor.

- 22.1 Types of Discipline. Disciplinary actions shall be limited to written warning, disciplinary probation (does not apply to part-time Faculty), suspension without pay (does not apply to part-time Faculty without assignment rights), and dismissal.
- 22.2 Application of Just Cause Standard. Employees may be subject to discipline for just cause, except Management does not need to meet the just cause standard to discipline a first-year probationary, a first-year special probationary, or any temporary appointment. Any discipline requiring just cause shall be progressive, unless the nature and circumstances of the offense warrant a more severe sanction.
  - 22.21 Dismissal during first year of probation. During the first year of probation (including special probationary appointments) the employee may be dismissed at any time for performance, professional conduct or other problems which negatively affect the employee's effectiveness in his/her job. When it is appropriate to the situation, Management will initiate a probationary improvement plan which will include a concise statement of the problem, the corrective action to be taken, the amount of time to be on probationary improvement and the consequences of noncompliance which may include dismissal, whether or not a non-renewal notice was issued on March 31.
  - 22.22 A temporary appointment may be terminated at the discretion of Management without review under the terms of this Agreement.
- 22.3 Distinguishing Discipline from Non-Renewal or Reduction-in-Force. The following actions are not disciplinary actions:
  - 22.31 Eliminating a continuous or special continuous position in a reduction-in-force. (See Article 24.)
  - 22.32 Not renewing the contract of a probationary or special probationary appointment. (See Article 23.)
  - 22.33 Not extending the contract of a temporary employee. (See Article 23.)
  - 22.34 Not assigning a class to an assignment rights Instructor because no appropriate classes are available. (See Article 23.)
  - 22.35 Canceling the class or work assignment of a part-time Faculty. (See Article 23.)
  - 22.36 Failure to rehire a part-time Faculty member who does not have assignment rights. (See Article 23.)
- 22.4 Just Cause Defined. "Just Cause" for discipline and dismissal shall include, but not be limited to:
  - 22.41 Unprofessional conduct, which includes but is not limited to, conviction of a serious crime, persistent or flagrant disregard of the terms of this Agreement or College policies, or willful falsification of a College record.

- 22.42 Unsatisfactory Performance. Unsatisfactory performance problems will be dealt with through disciplinary procedures in this Article whether separate from or as a result of the assessment process.
- 22.43 For other just cause not defined in 22.41 and 22.42.
- 22.5 Discipline to be Private. Management shall conduct disciplinary sessions in an area away from other employees, students or the public.
- 22.6 Federation Representation. An employee has a right to request and obtain a Federation representative at any meeting under this Article, as well as at any investigatory interview when the employee has a reasonable belief that the investigation might lead to disciplinary action against them.
- 22.7 Administrative Leave With Pay. At the discretion of Management, administrative leave with pay may be granted to an employee so Management can conduct an investigation. This leave will normally not exceed 5 days. Such leave shall not be grieved.
- 22.8 Contents of Discipline Notice. A disciplinary action should be written, should be clearly labeled as such and should include:
- 22.81 the reasons for the discipline,
  - 22.82 the beginning and end dates of any probationary period or suspension, or the effective date of a dismissal,
  - 22.83 a statement of the corrective actions to be taken, with a performance improvement plan where appropriate,
  - 22.84 the deadline for providing any response to any suspension or dismissal, and
  - 22.85 the consequence of a failure to comply with the corrective actions.
- 22.9 Delivery of Discipline Notice. Disciplinary actions shall, whenever possible, be personally delivered to the employee, who shall initial a copy to acknowledge receipt prior to placement of the notice in the employee's official Employee File. Management shall have the option of delivering the discipline notice instead by certified mail to the employee's address of record. Copies of any suspension or dismissal will be delivered to the Federation.
- 22.10 Process for Responding to Discipline. An employee may submit a written response to any disciplinary action to their official Employee File. In addition, discipline may be challenged under the grievance procedures in Article 25, subject to the following limitations and modifications:
- 22.101 The following disciplinary actions cannot be grieved beyond Step 4, the level of the appropriate Executive Officer, whose decision will be final and binding:
    - a. Written warnings;
    - b. Any discipline of a first-year probationary or first-year special probationary employee;
    - c. Suspension of a part-time Faculty for a period shorter than one payroll reporting period.

- 22.102 Grievances of dismissals begin at Step 3, and must be submitted within 15 days of receipt of the discipline.
- 22.11 Removal of Discipline Notice from official Employee File. The notice of discipline shall be removed from the official Employee File upon the request of the employee to their supervisor after the following time periods:
  - 22.111 Twelve calendar months for a written warning, provided that no other written sanctions have been imposed during that period, except for a part-time Faculty who does not have assignments rights. For those Faculty, written warnings may be removed only twelve months after the Faculty obtains assignment rights, provided that no other written sanctions have been imposed during that period.
  - 22.112 Eighteen calendar months from the end of the disciplinary probationary period provided the employee satisfactorily completes the terms of the probation.
  - 22.113 Twenty-four calendar months after suspension is imposed, provided no other discipline has been imposed during that period.