

WAWU'S PROPOSAL RE DISCIPLINE AND DISMISSAL

3/11/24

Article 17 - Discipline or Dismissal

- 19.1. Just Cause. All disciplinary actions for ESEs who have successfully completed their probation period shall be for just cause. *[Note: WWU's willingness to extend just cause protections through this CBA is connected to its expectation that each employee will serve a reasonable probation period.]*
- 19.2. Rehire, Renewal and Academic Performance. The cessation of an appointment at the end of its designated period is not subject to the just cause requirement. Discipline or dismissal as used in this Article refers to actions taken involving job-related misconduct or job-related poor/non-performance and does not include appointment cessation, decisions regarding rehire or renewal, or any action based on academic performance. No decisions made by the University concerning academic discipline or dismissal of a student are subject to this Agreement.
- 19.3. Allegations of Misconduct. For disciplinary matters arising out of an allegation of misconduct by an ESE, the ESE will be given an opportunity to respond to the allegations before a final disciplinary determination is made.
- 19.4. Disciplinary Actions. For disciplinary actions that will not result in a suspension or dismissal, the ESE and the Union shall be provided with a copy of the disciplinary action. The ESE may request a conference with a Union representative and the supervisor to discuss the discipline prior to the disciplinary action being placed in the ESE's file, but not later than fourteen (14) days from the receipt of the copy of the disciplinary action.
- 19.5. Pre-Disciplinary Procedure for Serious Discipline. If the University contemplates suspension or dismissal as a disciplinary consequence, the University shall:
- 19.5.1. Notify the ESE and the Union in writing of the contemplated disciplinary action. The notice shall include a statement of reasons for the contemplated action, which shall include the nature of the alleged violation, the level of discipline contemplated, notice of a right to a pre-disciplinary meeting, and notice of the right to Union representation. Upon request, the ESE shall be entitled to any relevant materials (such as an investigative report), although confidential information and witness statements may be withheld; and
 - 19.5.2. Offer a pre-disciplinary meeting to be held with the supervisor making the disciplinary decision (or designee) at least three (3) business days after the

written notice. In any such meeting the ESE will be notified of the charges and given an opportunity to respond.

19.5.3. A pre-disciplinary meeting with the Employer will be considered time worked.

19.5.4. The ESE and the Union will be provided with a copy of the final disciplinary decision.

19.6. Union Representation.

19.6.1. Upon request, an ESE has the right to a Union representative during any investigatory interview conducted by the University that the ESE reasonably believes could result in discipline of the ESE. During any investigatory interview, a participating Union representative will have the opportunity to ask questions, offer additional information and counsel the ESE but may not interfere with the University's right to conduct the investigation.

19.6.2. An ESE shall also be entitled to Union representation at a pre-disciplinary meeting, at which the Union representative may speak on behalf of the employee and shall otherwise be entitled to represent the employee.

19.7. Grievance Process. Discipline at the oral reprimand level is not subject to the grievance procedure. For ESEs who have completed their probation period:

19.7.1. Written reprimands may be grieved through the internal steps of the grievance procedure but may not be submitted to arbitration.

19.7.2. Suspensions or discharges may be grieved through the grievance procedure and may be submitted to arbitration.

19.8. Administrative Leave. The University may place an ESE on paid administrative leave without prior notice during a University investigation if, in the judgment of the University, the circumstances warrant promptly relieving the ESE from all work duties and/or require removing the ESE from the premises.

19.8.1. The Union will be promptly notified when an ESE is placed on paid administrative leave.

19.8.2. Paid administrative leave is not discipline.

19.8.3. While on paid administrative leave, ESE's are expected to remain available, with reasonable notice, to respond to University requests or participate in investigatory processes as required during their normal working hours.

At the conclusion of an investigation, if no disciplinary action is taken, no record of administrative leave will be placed in the ESE's personnel file. *[Note: paid administrative leave is a time code that will remain in the University's system.]*