

**Tentative Agreement on Article 19 between VEA and VCUSD
2/8/18**

**ARTICLE 19
JUST CAUSE / DUE PROCESS**

19.1 Just Cause/Due Process

19.1.1 The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspensions without pay for less than ten (10) working days. Nothing in this Article shall apply to procedures set forth in the Education Code, including but not limited to Education Code Sections 44932, 44938, 44939, and/or the non-reelection of temporary or probationary unit members.

19.1.2 The following just cause guidelines shall be recognized:

- a. The unit member should be informed of the consequences of his/her conduct.
- b. Contract stipulations, VCUSD regulations, Education Code, and state law shall be the basis for disciplinary action.
- c. A thorough investigation should reveal the necessity for disciplinary action.
- d. A fair investigation should include an opportunity for the unit member to state their point of view.
- e. Rules, orders, and penalties should be applied fairly and equitably.
- f. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

19.2 Right to Representation

19.2.1 Each unit member is guaranteed his/her right to representation through the Association.

19.2.2 A unit member is entitled to have present an Association representative when being formally reprimanded. When request for such representation is made, the formal reprimand shall not be discussed until the unit member has the opportunity to have an Association representative present.

19.2.3 A unit member shall also be entitled to have present at meetings an Association Representative when the unit member has specific reason based on prior communications to believe that the meeting is intended for verbal reprimand.

19.2.4 Where the member during the course of the conference has a reasonable belief that discipline may arise from the discussion, he/she may request to have an Association Representative present and the request will be accommodated.

19.2.5 In circumstances where rights to representation exist, an employee does not commit insubordination by refusing to participate in a meeting without a representative present.

19.2.6 A unit member may attach his/her own statement to any documentation in the Progressive Disciplinary Process.

19.3 Progressive Discipline

The following progressive discipline procedures will be applied by the immediate supervisor at the site or department level except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay.

19.3.1 Verbal Counseling/Warning

The District shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum will not be placed in the unit member's Personnel File, but may be attached to a subsequent Letter or Warning and/or Letter of Reprimand and included in the Personnel File.

19.3.2 Written Warning

Subject to 19.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last three (3) years. A Written Warning will not be placed in the unit member's Personnel File at the time of delivery, but may be attached to a subsequent Letter of Reprimand and included in the Personnel File.

19.3.3 Written Reprimand

Subject to 19.2.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last three (3) years. The unit member will be provided with a copy of the reprimand and a copy will be placed in the unit member's Personnel File. The unit member may attach a written response in a timely manner. Written Reprimands shall be grievable when not brought to the attention of the unit member in a timely manner and/or violates section 19.1. Written reprimands shall be based upon verified data.

19.3.4 Suspension Without Pay

19.3.4.1 Subject to 19.2.1 above, suspensions will not be used unless the unit member has received a written reprimand about similar and separate actions within the last three (3) years. No unit member will be suspended more than ten (10) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

19.4 Notice

Notice of suspension will be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee no less than three (3) days prior to the imposition of suspension. A copy will be concurrently provided to the Association president. The notice of suspension will contain:

19.4.1 A statement of the specific acts or omissions upon which the action is based.

19.4.2 A statement of the cause(s) for which action is recommended;

19.4.3 Where applicable, the Education Code section, policy, rule regulation, or directive violated;

19.4.4 Penalty proposed and effective date;

19.4.5 Copies of the documentary evidence upon which the recommendation is based;

19.4.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article 17: Grievance procedure of this Agreement subject to 19.6 below.

19.5 Administrative Leave

In the event a unit member is placed on administrative leave without advance notice, a notice providing the reason for the District's action will be sent to the unit member's last known address within three (3) days of the unit member's removal from the position, with a copy concurrently provided to the Association president.

19.6 Arbitration

Only suspension without pay (Article 19.3.4) and the exception cited in Article 19.3.3 above may be appealed to arbitration under the grievance procedure in Article 17: (Grievance Procedure) of the Agreement commencing with Section 17 (Grievance Panel). If timely appealed, the penalty will not be applied until the grievance panel and arbitrator's decision (if subsequently appealed to arbitration) is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At arbitration, the just cause for earlier discipline may be determined by the arbitrator.

19.7 Confidentiality

The District shall notify the Association concurrently with notification to the unit member of any disciplinary action taken beyond Verbal or Written Warning. Otherwise, all information and/or proceedings regarding any actions or proposed actions shall be kept confidential by the District.



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