

ARTICLE 9 - Discipline and Dismissal

- 9.1 No regular employee shall be disciplined, reduced in rank or compensation for disciplinary reasons, or dismissed without just cause. For the purpose of this contract, just cause includes, but is not limited to:
- (a) The employee has been adequately warned of the consequences of their conduct;
 - (b) A thorough investigation was completed by the ESD prior to administrating the discipline;
 - (c) The investigation will be fair and objective;
 - (d) The investigation produced substantial evidence or proof of guilt prior to discipline;
 - (e) Policies, rules, and discipline will be applied evenhandedly and without discrimination. Lack of enforcement by the ESD in the past of its policies or rules will not be suddenly reversed without first warning employees of its intent.
- 9.2 Progressive discipline shall be used, except when more serious discipline is warranted, or when immediate action is deemed necessary by the Superintendent/designee. Progressive discipline should be corrective in nature and the ESD shall impose the least corrective action reasonably calculated to bring about the desired change in behavior, taking into account the totality of the circumstances.
- (a) The right to union representation shall be in force at any stage in this process, and employees shall be notified of their right to representation prior to investigatory meetings. Where possible, the Union shall receive forty eight (48) hours notice prior to disciplinary meetings.
 - (b) The Association shall determine the number and identity of its representatives attending any investigatory or disciplinary meeting. The Employer shall not limit the number of Association representatives unless their presence creates a demonstrable operational hardship. Such limitation shall not be arbitrary or capricious.
 - (c) Discipline shall be memorialized in writing, and clearly identified as disciplinary in nature.
 - (d) When the subject employee utilizes union representation, the Union Chapter President is copied on formal disciplinary action in accordance with subsection B of this provision.

- 9.3 The District may instruct employees about performance concerns through a non-disciplinary letter of expectation or other instruction. A letter of expectation will be issued when the ESD determines that a concern does not warrant discipline at the time but might in the future. Such letters of expectation may be placed in a working file for no longer than one (1) year and copies shall be sent to the Union Chapter President. In any grievance concerning this article, a letter of expectation will not be considered prior discipline. ~~A letter of expectation itself may not be grieved or form the basis for a grievance.~~ Employees receiving a letter of expectation may attach a written statement.

Employees shall be informed of their right to representation during the development and implementation of the letters of expectation.

- ~~9.4 — Should Oregon law regarding discipline and dismissal for probationary status classified employees be modified to no longer require just cause for discipline and dismissal, the parties shall begin immediate limited scope bargaining over probationary status dismissal and discipline.~~
- 9.5 Discipline shall be considered stale and shall not be used for any purpose after twelve (12) months have elapsed from the date the discipline was issued, provided there has been no intervening discipline for similar conduct.