

ARTICLE XVI – JUST CAUSE AND DUE PROCESS

- A. The intent of this Article is twofold:
 - 1. To supplement, and for the purpose of disciplinary suspensions without pay to replace, the provisions of Section 44944 of the California Education Code. However, it is not the intent of this Article to replace Sections 44939, 44940, and 44942 of that code.
 - 2. To establish procedures for the administration of constructive and progressive discipline, in accordance with the unit member's right to due process.
- B. The District has the right to discipline unit members for just cause.
- C. A unit member has the right to representation on request.
- D. The District shall follow constructive and progressive discipline principles outlined in E and F, unless the District determines that the degree and severity of the action warrants higher intervention.
- E. Normally, a unit member will not be given a verbal warning letter unless he/she has first been counseled orally about his/her misconduct and expressly told what is expected of him/her.
- F. Normally, the District will implement the following principles of constructive and progressive discipline prior to implementing suspension:
 - 1. Oral counseling, including stated expectations, directions, recommendations, and offers of assistance.
 - 2. Warning letter(s), including stated expectations, directions, recommendations, and offers of assistance.
 - 3. Written reprimand(s), including stated expectations, directions, recommendations, and offers of assistance.
 - 4. Suspension.
- G. A building principal or site administrator who orally counsels a unit member for his/her alleged misconduct may make a calendar/daybook record of such disciplinary action. The unit member shall be informed of such notation.
- H. A bargaining unit member who receives a written reprimand shall acknowledge receipt of it by signing a copy.
- I. No suspension shall be imposed without just cause.
- J. Written notice of the suspension, specifically stating the reasons for the suspension shall be signed by the Superintendent and given to the unit member prior to implementing the suspension.
- K. The suspension shall not reduce or deprive the unit member of seniority, health benefits, and the right to reimburse the District for any payroll deduction from the unit member's paycheck including, but not limited to, organizational dues, credit union payments, charitable contributions, tax sheltered annuities, or insurance premiums.
- L. Suspension shall not be carried over from one school year to another.
- M. Disciplinary suspensions under this Article shall not exceed ten (10) days.

N. Relationship of this Article to Article XII

1. No oral counseling or warning letter is subject to the grievance and arbitration procedures provided for in Article XII.
2. Written reprimands and suspensions are subject to the grievance and arbitration procedures provided for in Article XII.
3. A grievance concerning a suspension without pay must be filed by the unit member at the District Superintendent's level within ten (10) calendar days after the unit member receives written notice from the Superintendent of his/her suspension.

Suspensions submitted to arbitration will address the following questions:

Is the proposed suspension of unit member for just cause?

If not, what if any, is the appropriate discipline?

Were the principles of progressive discipline followed?