

ARTICLE 28
DISCIPLINARY PROCEDURES

28.1 Representation

A. Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. If the requested representative is not reasonably available, the employee will select another union designated representative who is available.

B. Employees seeking representation are responsible for contacting their union designated representative.

C. The role of the union designated representative is to provide assistance and counsel to the employee, rather than serve as an adversary to the investigator. The exercise of rights in this Article will not interfere with the Employer's right to conduct the investigation.

28.2 Discipline

A. Employers will not discipline any permanent employee without just cause.

B. Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions, and discharges. Oral reprimands will be identified as such and, if documented, such documentation will be placed in the supervisor's file only, subject to removal in accordance with [Section 33.8](#). When disciplining an employee, the Employer will take reasonable effort to protect the privacy of the employee.

C. All institution policies regarding investigatory procedures related to alleged employee misconduct, are superseded; however, federal laws and/or regulations related to Title IX will be followed by the institution, even if those laws and regulations conflict with this Agreement. The Employer has the authority to determine the method of conducting investigations.

1 D. The Employer has the authority to impose discipline, which is then subject
2 to the grievance procedure set forth in [Article 30](#), except where precluded
3 by federal laws and/or regulations related to Title IX. Oral reprimands,
4 however, may only be processed through Step 2 of the grievance procedure.

5 E. The Employer will provide an employee with fifteen (15) calendar days'
6 written notice prior to the effective date of a reduction in pay or demotion.

7 F. The Employer will normally provide an employee with seven (7) calendar
8 days written notice prior to the effective date of a discharge. If the Employer
9 fails to provide seven (7) calendar days' notice, the discharge will stand and
10 the employee will be entitled to payment of salary for time the employee
11 would otherwise have been scheduled to work had seven (7) calendar days'
12 notice been given.

13 However, the Employer may discharge an employee immediately without
14 pay in lieu of the seven (7) calendar days' notice period if, in the Employer's
15 determination, the continued employment of the employee during the notice
16 period would jeopardize the good of the college.

17 **28.3 Investigations**

18 A. Both parties agree that timely resolution of investigations of alleged
19 employee misconduct is critical to maintaining a positive and productive
20 work environment.

21 B. Unless exigent circumstances exist, the Employer will notify the employee
22 at least three (3) business days in advance of an investigatory interview.
23 The notification will include the general nature of the allegations. The three
24 (3) business day notification period may be waived upon mutual agreement
25 of the parties. The notification shall inform the employee of their right to
26 representation.

1 C.B. Employees are required to fully and truthfully answer all questions during
2 an investigation.

3 DE. Employees will not be prohibited from contacting their union
4 representative.

5 ED. If requested, the Employer will provide the employee under investigation
6 with a status update of the investigation progress every thirty (30) days until
7 the investigation is complete.

8 28.4 Off-Duty Conduct

9 The off-duty activities of an employee may be grounds for disciplinary action if
10 said activities are a conflict of interest as set forth in [RCW 42.52](#), are detrimental
11 to the employee's work performance or the program of the Employer, or otherwise
12 constitute just cause. Employees will report all arrests and any court-imposed
13 sanctions or conditions that affect their ability to perform assigned duties to the
14 Employer within forty-eight (48) hours or prior to their scheduled work shift,
15 whichever occurs first.

16 **28.5 Notice to Employees**

When the Employer is contemplating economic disciplinary action (reduction in pay, suspension, demotion, and/or discharge) against an employee, the Employer will notify the employee and the Union on the same day. Such notice will include the charges against the employee, an explanation of the evidence which forms the basis for the charge, and the action contemplated. The employee has the right to give reasons orally or in writing why the action should not be taken.

23 **28.6 Probationary Employees**

Nothing in this Article limits the Employer's right to separate a probationary employee during their probationary review period.

28.7 Removal of Documents

A. Written reprimands will be removed from an employee's personnel file after three (3) years if:

1. Circumstances do not warrant a longer retention period;
2. There has been no subsequent discipline; and
3. The employee, or a Union representative with written authorization from the employee, submits a written request for its removal. If the request is denied, the Employer will notify the employee in writing with the specific reasons for the denial.

B. Records of disciplinary actions involving reductions in pay, suspensions, demotions, and written reprimands not removed after three (3) years will be removed after five (5) years if:

1. Circumstances do not warrant a longer retention period;
2. There has been no subsequent discipline; and
3. The employee, or a Union representative with written authorization from the employee, submits a written request for its removal. If the request is denied, the Employer will notify the employee in writing with the specific reasons for the denial.

C. Nothing in this Section will prevent the Employer from agreeing to an earlier removal date, unless to do so would violate [RCW 41.06.450](#) or federal laws or regulations regarding Title IX.

D. References in a performance evaluation to a disciplinary document removed pursuant to Subsections 28.7 A or 28.7 B shall be redacted from the performance evaluation at the same time the disciplinary document is removed from the personnel file.

TENTATIVE AGREEMENT REACHED

An electronic signature to this Agreement shall be given effect as if it were an original signature.

For the Employer

For the Union

Date

Date

Inti Tapia, Labor Negotiator
OFM/SHR Labor Relations &
Compensation Policy Section

Steve Sloniker,
Executive Director, WPEA