

ARTICLE 19 – DISCIPLINE, SUSPENSION, DISCHARGE

19.1 General

- 19.1.1 While any disciplinary process may lead to disciplinary action, the intent of the Parties is that the Employer is to work with the Employee to ensure that there is an acceptable level of improvement in conduct/performance.
- 19.1.2 In all cases of discipline, suspension, and dismissal, the burden of proof shall be on the Employer.
- 19.1.3 All aspects of the disciplinary process shall be conducted in a fair, reasonable, timely and objective manner.
- 19.1.4 An Employee shall have a representative of the Union present at any meeting called by the Employer under the provisions of Article 19.
- 19.1.5 Colleagues have a duty to respond to requests for information by the appropriate Manager where they have relevant knowledge and information concerning the work-related performance of the Employee, except where the colleague is currently involved in a developmental review process with that Employee. Employees responding to such requests for information shall be indemnified pursuant to Article 7.6.

19.2 Correspondence

- 19.2.1 All correspondence arising under Article 19 shall be copied to the Union and the Labour Relations Department.

19.3 Procedures

- 19.3.1 Except when invoking the provisions of Article 19.4, disciplinary matters shall be conducted according to the procedure below.
- 19.3.2 Where the appropriate Manager believes there is sufficient evidence to warrant a disciplinary meeting, the Employee and the Union shall receive written notice of the time, date and location of the meeting as well as a statement as to the reasons for the meeting. A copy of this letter shall be delivered to the Employee and the Union at least one (1) working day in advance of the meeting.
- 19.3.3 At the meeting, the Manager shall allow the Employee to present any mitigating circumstances the Employee cares to advance.
- 19.3.4 If the Employer requires the attendance of the Employee at any further meetings, the Employer and the Union shall receive reasonable advance written notice of this. Where there exists reasons beyond the Employee's control which prevent the Employee from responding to questions raised by the Employer, the Employer will reschedule the meeting.
- 19.3.5 The Employer shall make every reasonable effort to conclude its investigation and render a decision in a timely manner.
- 19.3.6 Where in the opinion of the Employer discipline is warranted, the Employee and Union shall be informed of this in writing. This written notice shall specify the type of discipline to be imposed and, where appropriate, will set out the expected standards of performance and the time period, if any, the Employee will be allowed to meet those standards.

19.4 Emergency Procedures

19.4.1 Where the matter giving rise to the concern involves immediate danger to life and safety that the Employer decides the Employee must be removed from the workplace, the Employer may suspend the Employee from active duty immediately, pending the outcome of the disciplinary procedure. While under suspension, the Employee shall continue to receive their normal pay, benefits and seniority.

19.4.2 Where the Employer suspends an Employee pursuant to Article 19.4.1, it shall provide the Employee and the Union with written notice of this together with the reasons for suspending the Employee.

19.4.3 Upon suspending an Employee pursuant to Article 19.4.1, the Employer shall immediately proceed to the process set out in Article 19.3.

19.5 Right to Grieve

19.5.1 The Employee, or the Union on the Employee's behalf, shall have the right to grieve any discipline imposed, or a breach of the procedures. Such grievances shall be filed at the level of the Vice-President, within 20 days of the written notice of discipline provided under Article 19.3.6.

19.6 Conclusion

19.6.1 When an allegation has been made against an Employee, or when an Employee has been disciplined, suspended or dismissed, and as a result of a subsequent investigation, hearing, or grievance procedure the suspension or termination is found to be unjustified, the Employee shall be reinstated immediately and no record of the matter shall remain in the personnel file unless requested by the Employee, nor shall any record of the matter be relied upon as proof of discipline by the Employer.

19.6.2 In any reinstatement arising from this Article there shall be full reinstatement of all back pay, benefits, and seniority unless otherwise decided by the Employer and Employee, or by a mutually-agreed arbitrator who shall provide a decision with reasons in writing.