

TENTATIVELY AGREED
ARTICLE XX – WORKPLACE INVESTIGATIONS, COUNSELLING, DISCIPLINE,
AND DISCHARGE

The Parties tentatively agree to include the following Article in a collective agreement. It is understood that final agreement is subject to ratification of the Parties' respective principals following tentative agreement on all matters. Article numbering, including any Article cross-referencing, is subject to change following agreement on all matters. The Parties reserve the right to amend or withdraw any proposal herein prior to reaching a complete tentative agreement with CUPE, or to correct an error or omission.

XX.01 Workplace Investigations

- (a) The Employer and the Union acknowledge that investigations must be treated as confidential by all parties. Information shared with affected parties during the course of an investigation shall not constitute a breach of confidentiality for the purposes of this Article.
- (b) Subject to the express provisions of any applicable University policy, a Union Representative may be present in the role of Advisor in any meeting in which an Employee is subject to a workplace investigation.

XX.02 Immediate Administrative Leave Pending Investigation

- (a) In cases where it is necessary to remove an Employee from the workplace and relieve them of their duties pending further investigation, an Employee may be immediately placed on Administrative Leave without loss of pay (or benefits) and Articles XX.03 and XX.04 shall not then apply with respect to the Leave. The Employer shall notify the Union of an Administrative Leave and the general nature of the concerns as soon as reasonably practicable.
- (b) The Employer will inform the Employee being placed on Administrative Leave of their Union Representative's contact information.
- (c) If, following the investigation, the Employer intends to discipline the Employee, the disciplinary process set out in Articles XX.03 and XX.04 shall then apply.

XX.03 Pre-Disciplinary Process

- (a) Prior to disciplining an Employee, the Employer will have a pre-disciplinary meeting with the Employee and a Union Representative.
- (b) Prior to this meeting, the Employer will advise the Employee of the general reason for the meeting and at this meeting will provide the Employee with the details and an opportunity to respond.

- (c) Within ten (10) Business Days of this meeting or within ten (10) Business Days of any additional meeting(s) the Employer may require to follow-up on the details of the Employee's response, the Employer will impose discipline, if any.

XX.04 Disciplinary Decision

- (a) Normally, a disciplinary decision will be communicated orally and in writing at a meeting with the Employee and a Union Representative. The Union will be copied on the written disciplinary decision.
- (b) Disciplinary action and discharge will be issued only in cases where there is just cause.
- (c) The Employer accepts and will adhere to the principles of progressive discipline. The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Where appropriate, discipline will be preceded by coaching. Progressive discipline will typically involve:
 - i. a verbal warning first,
 - ii. followed by a written warning,
 - iii. followed by suspension prior to discharge.
- (d) Subject to the Union's right to grieve the Employer's decision to do so, the Employer may skip one (1) or more steps in the progressive disciplinary process, having regard for the severity of the conduct in question and the relevant mitigating and aggravating factors, if any.
- (e) The Employer will remove warnings or suspensions on an Employee's record after a period of twelve (12) months, unless the Employee has been issued subsequent discipline during that period of time.
- (f) If any disciplinary action is rescinded, the discipline will be removed from the Employee's record.
- (g) The Parties recognize the importance of confidentiality and agree that an Employee's disciplinary record will be discussed, disseminated or otherwise shared by each of them on a need to know basis.

For the Union:

Mitchell Lupa President, CUPE Local 3906	Date
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Caleb Smolenaars Lead Steward, CUPE Local 3906	Date
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For the University:

Maggie Pooran Lead Spokesperson, Executive Director, Health, Safety, Wellbeing & Labour Relations	Date
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Chris Eley Acting Director, Housing & Conference Services & Chair, University Bargaining Team	Date
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