

## THE DISTRICT'S POSITION

The District contends that the CBA authorized management to terminate Grievant's employment.

The arbitrator's authority is limited by the contract.

The District's discretion is broad.

That the District had good cause to discipline Grievant under Article 6 of the CBA. The District cites the first paragraph of Article 6 as the applicable standard to be used in reviewing a decision of the District to dismiss an employee.

That the Grievant's dismissal was appropriate under the progressive discipline requirements of that Article.

The District argues that the misconduct engaged in by the Grievant is a classic example of insubordination.

That the Grievant committed flagrant misconduct. Under Article 6A (3) of the CBA, the District is not required to provide progressive discipline or other rights in cases of flagrant misconduct. The District argues that summary discharge was an appropriate response to Grievant's gross insubordination.

In addition, the District asserts that the sheer volume of administrative work devoted to the Grievant in this case is further evidence of the hindering impact of his actions.

The District argues that it complied with the progressive discipline requirement in Article 6 and that contrary to the Association's assertion, this case does not involve a single incident - the August 4, 2007 act of insubordination by the Grievant - but rather a series of related events in which the Grievant demonstrated a pattern of unacceptable interpersonal conduct toward fellow staff members. The District concludes that it provided ample progressive discipline to Grievant.