

**ARTICLE 17: DISCIPLINARY ACTIONS AND PROCEDURES**

17.1 – Pre-Disciplinary Actions

A. Counseling is an offer of assistance to correct behavior and/or warning that disciplinary action may follow if improvement is not noted. A non-detailed written record of the counseling session may be placed in the limited access section of the bargaining unit member's personnel file. Counseling shall be considered a corrective action rather than disciplinary.

B. Counseling shall precede disciplinary actions in all but the most serious of offenses.

D. Bargaining Unit Member Rights. Bargaining unit members shall be notified in writing of the subject matter of any meeting at which counseling or disciplinary action may be discussed. Such notice shall be provided at the time the meeting is requested and shall include a statement denoting the bargaining unit member's rights with regard to union representation at any such meeting. In the event union representation is not available, the meeting shall be rescheduled for a reasonable and mutually agreeable time.

E. A bargaining unit member who is not permitted to continue their normal work assignment during a pre-disciplinary investigation shall be placed on an alternative, paid, work assignment or placed on paid Administrative Leave.

E. In all counseling, warning, or disciplinary actions, the burden of proof shall be on the administration.

17.2 – Disciplinary Actions

A. Except as provided in applicable statutes or State Board of Education Rules, discipline of any type shall be based only on a bargaining unit member's duties and responsibilities to the College.

B. Bargaining unit members are subject to discipline which shall be timely and only for just cause. Disciplinary action shall be progressive and include the following steps: reprimand, warning, suspension with or without pay, return to annual contract, and dismissal. If the circumstances warrant, discipline may begin at a higher level than the first step or progress to a higher level than the next sequential step. Other unrelated actions subject to discipline are separate events and disciplinary action will begin at the appropriate level subject to overall work performance.

C. All discipline, as defined herein, is subject to challenge by the grievance and arbitration procedures in Article 11 of this Agreement. Anonymous complaints shall not be used as evidence in support of disciplinary actions(s).

42 Section 17.3 – Disciplinary Procedure

43 A. Progressive Discipline. Discipline shall begin at and proceed to the level of discipline  
44 appropriate to the action(s) under consideration. Normally, discipline will progress through the  
45 steps established below.

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47 1. Verbal Reprimand. A verbal reprimand notifies a bargaining unit member that  
48 inappropriate behavior, or violation of a rule, policy, or procedure has occurred and  
49 outlines the specific steps which must be taken to correct the problem. It should  
50 include notice that more serious disciplinary action will take place if corrective action  
51 is not taken or repeat violations occur. A verbal reprimand may be documented with  
52 a non-detailed memorandum at the discretion of the supervisor. The bargaining unit  
53 member shall have the opportunity to provide a written response to the written  
54 memorandum which shall be filed together in the limited access section of the  
55 bargaining unit member's personnel file.

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57 2. Written Warning. If necessary, a written warning would be the next step for  
58 inappropriate behavior, or violation of a rule, policy, or procedure and outlines the  
59 specific steps which must be taken to correct the problem. It should include notice  
60 that more serious disciplinary action will take place if corrective action is not taken or  
61 repeat violations occur. Warnings and reprimands shall be discussed with the faculty  
62 member in person. Documentation of each step in the disciplinary process shall be  
63 made by the initiating administrator. The bargaining unit member shall have the  
64 opportunity to provide a written response to the warning which shall be filed with the  
65 warning in the limited access section of the bargaining unit member's personnel file.

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67 3. Suspension. Upon recommendation of the President, the Board may suspend a  
68 bargaining unit member without pay provided that notice of intent has been provided  
69 pursuant to Article 17.2, B below and just cause for such action has been established.

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71 4. Termination or Return to Annual Contract. A bargaining unit member who is tenured  
72 (under continuing contract) may be dismissed or may be returned to annual contract  
73 status for not more than three (3) years only with just cause and upon written  
74 recommendation by the President to the Board to that effect, and approval by a  
75 majority of the Board.

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77 5. Administrative Leave With Pay. A bargaining unit member may be placed on  
78 Administrative Leave With Pay pending investigation of a possible infraction. This  
79 action is not disciplinary and full benefits shall continue to accrue while on such  
80 Administrative Leave.

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82 B. Notice of Intent. When the President or representative has reason to believe that a  
83 suspension, termination, or return to annual contract should be imposed, the President or  
84 representative shall provide the bargaining unit member with a written notice of the proposed  
85 action and the reasons therefore.

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1. Such notice shall be sent certified mail, return receipt requested, or delivered in person with written documentation of receipt obtained. And shall contain a statement that the bargaining unit member may be entitled to Union representation.
2. The bargaining unit member shall be given ten (10) College business days in which to respond in writing to the President or representative before the proposed action is taken. The President or representative then may issue a Notice of Disciplinary Action under Article 17.3, D below.
3. The bargaining unit member has a right to union representation during investigatory questioning that may reasonably be expected to result in disciplinary action.
4. If the President or representative does not issue a notice of disciplinary action, the notice of intent shall be retained only in the bargaining unit member's evaluation file and only until the end of the current evaluation period. A Notice of Intent cannot be used in the performance evaluation.

C. In the event a suspension, termination, or return to annual contract is recommended, the faculty member shall have the right to a hearing before the Board, or its designee, prior to the action.

D. Notice of Discipline. All notices of disciplinary action shall include a statement of the reasons therefore, a statement advising the bargaining unit member that the action is subject to Article 11 – Grievance and Arbitration of this Agreement and/or an Administrative Hearing, pursuant to Chapter 120 Florida Statutes, at the bargaining unit member’s discretion, and a statement that the bargaining unit member may be entitled to Union representation. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the bargaining unit member with written documentation of receipt obtained.

E. Nothing in this Article shall be deemed to give any bargaining unit member not on continuing contract status any property interest in his or her employment.

F. During all disciplinary proceedings, a bargaining unit member shall have the right to consult with, and be represented by a representative of his or her choice including legal counsel.

G. The bargaining unit member shall have the right to respond to disciplinary action in writing and have that response attached to the report of discipline. If any material is found through mutual agreement, grievance process, or court proceeding to be inaccurate or inappropriate, that finding shall be documented in the official personnel file of the bargaining unit member and the inaccurate or inappropriate material shall be removed from the personnel file.