

**ARTICLE 17: DISCIPLINARY ACTIONS AND PROCEDURES**

Section 17.1 – 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 faculty member’s duties and responsibilities to the College including, but not limited to, violations of College rules, procedures, policies, and this Agreement.

B. Employees are subject to discipline which shall be timely and for just cause. Disciplinary action shall include the following steps: verbal reprimand, written 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 procedures in **Article nn** of this Agreement. Anonymous complaints shall not be used as evidence in support of disciplinary actions(s).

D. Employee Rights. Employees shall be notified in writing of the subject matter of any meeting at which disciplinary action may be discussed or which may result in disciplinary action. Such notice shall be provided at the time the meeting is requested. Employees shall have the right to have Union representation present at such meeting, if the employee so desires. In the event union representation is not available, the meeting shall be rescheduled at a reasonable and mutually agreeable time.

E. In all disciplinary actions the Burden of Proof shall be on the administration.

Section 17.2 – Disciplinary Procedure

A. Discipline. Discipline shall begin at and proceed to the level of discipline appropriate to the action(s) under consideration.

1. Verbal Reprimand. A verbal reprimand notifies a faculty member that inappropriate behavior, or violation of a rule, policy, or procedure has occurred and outlines the specific steps which must be taken to correct the problem. It should include notice that more serious disciplinary action will take place if corrective action is not taken or repeat violations occur. A verbal reprimand shall be discussed with the faculty member and be documented with a non-detailed memorandum acknowledging that a verbal reprimand was issued. The faculty member shall have the opportunity to provide a written response to the written memorandum which shall be filed together in the limited access section of the employee’s personnel file.

44 2. **Written Warning.** A written warning is a formal notice that inappropriate behavior, or  
45 violation of a rule, policy, or procedure has occurred and outlines the specific steps which  
46 must be taken to correct the problem. It should include notice that more serious  
47 disciplinary action will take place if corrective action is not taken or repeat violations  
48 occur. Warnings shall be discussed with the faculty member in person. Documentation  
49 of each step in the disciplinary process shall be made by the initiating administrator. The  
50 faculty member shall have the opportunity to provide a written response to the warning  
51 which shall be filed with the warning in the limited access section of the employee's  
52 personnel file.

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54 3. **Suspension.** A full-time faculty member may be suspended with pay pending  
55 investigation of a possible infraction. If, after investigation, just cause for disciplinary  
56 action is determined, the President may suspend a faculty member without pay provided  
57 that notice of intent has been provided pursuant to Article 17.2, B below. A record of the  
58 suspension is placed in the limited access section of the employee's personnel file  
59 provided the requirements of the applicable exemption is met.

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61 4. **Dismissal or Return to Annual Contract.** A faculty member who is under continuing  
62 contract may be dismissed or may be returned to annual contract status only with just  
63 cause and upon written recommendation by the President to the Board to that effect, and  
64 approval by a majority of the Board.

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66 B. **Notice of Intent.** When the President or representative has reason to believe that a  
67 Suspension without pay, termination, or return to annual contract should be imposed, the  
68 President or representative shall provide the employee with a written notice of the proposed  
69 action and the reasons therefore.

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71 1. Such notice shall be sent certified mail, return receipt requested, or delivered in  
72 person with written documentation of receipt obtained.

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74 2. The employee shall be given ten (10) College business days in which to respond in  
75 writing to the President or representative before the proposed action is taken. The  
76 President or representative then may issue a notice of disciplinary action under  
77 Article 17.2, D below.

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79 3. The employee has a right to Union representation during investigatory questioning  
80 that may reasonably be expected to result in disciplinary action.

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82 4. If the President or representative does not issue a notice of disciplinary action, the  
83 notice of intent shall be retained only in the employee's limited access file.

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85 C. In the event dismissal or return to annual contract is recommended the faculty member shall  
86 | have the right to a hearing before the Board pursuant to Rule 6A.14.0411, F.A.C, or designated  
87 member of the BOT prior to the action in accordance with Section 120.57, Florida Statutes.

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89 D. Notice of Discipline. All notices of disciplinary action shall include a statement of the  
90 reasons therefore and a statement advising the employee that the action is subject to Article 16 –  
91 Grievance and Arbitration of this agreement. All such notices shall be sent certified mail, return  
92 receipt requested, or delivered in person to the employee with written documentation of receipt  
93 | obtained. A copy of the Notice shall also be delivered to the Union.  
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95 E. Nothing in this Article shall be deemed to give any faculty member not on continuing  
96 contract status any property interest in his or her employment.  
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98 F. During all disciplinary proceedings, a faculty member shall have the right to consult with, and  
99 be represented by, a representative of his or her choice.  
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101 G. The faculty member shall have the right to respond to disciplinary action in writing and have  
102 that response attached to the report of discipline. If any material is found, through mutual  
103 agreement, grievance process, or court proceeding, to be inaccurate or inappropriate, that finding  
104 shall be documented in the official personnel file of the faculty member and handled in  
105 accordance with applicable statutes.

Tentative Agreement			
Signed 9/16/2011		Signed 9/16/2011	
_____ Michael Moats United Faculty of Florida	_____ Date	_____ Michael Grogan Seminole State College	_____ Date