

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.
- B. Employees are subject to discipline which shall be timely and for just cause. Disciplinary action shall include the following steps of progressive discipline: warning, reprimand, 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 procedure in Article 16 of this Agreement. Anonymous complaints shall not be used as evidence in support of disciplinary actions(s). Time frames given shall be in work days.

Section 17.2 – Disciplinary Procedure

- A. Discipline shall begin at and proceed to the level of discipline appropriate to the action(s) under consideration. Normally, discipline will progress through the steps established below.
1. Oral/Written Warning. A warning notifies a faculty member that work-related performance is below standards established by written policies or common professional practice and that more serious disciplinary action will take place if these standards are not achieved within reasonable time frames. A warning may be oral or written at the discretion of the supervisor. The faculty member shall have the opportunity to provide a written response to a written warning which shall be filed together.
 2. Reprimand. If necessary, a written reprimand would be the next step for continued below-standard performance. Warnings and reprimands shall be discussed with the faculty member in person. Documentation of each step in the disciplinary process shall be made by the initiating administrator and acknowledged by the faculty member in accordance with Appendix x of this contract. The faculty member shall have the opportunity to provide a written response to the reprimand which shall be filed with the reprimand.
 3. Suspension. A full-time faculty member may be suspended with pay pending investigation of a possible infraction. If, after investigation, just cause for disciplinary action is determined, upon recommendation of the President, the Board may suspend a faculty member without pay provided that notice of intent has been provided pursuant to Article 17.1, B below.

4. Termination or Return to Annual Contract. Any faculty member who is tenured (under continuing contract) may be dismissed or may be returned to annual contract status for up to another three (3) years only with just cause and when a written recommendation to that effect is submitted by the President to the Board giving sufficient just cause therefore, by the President and provided the President's recommendation is approved by a majority of the Board.

B. Notice of Intent. When the President or representative has reason to believe that a Suspension, termination, or return to annual contract should be imposed, the President or representative shall provide the employee with a written notice of the proposed action and the reasons therefore.

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

2. The employee shall be given ten (10) 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 17.1, D below.

3. The employee 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 employee's evaluation file.

C. In the event a suspension, termination, or return to annual contract is recommended, the faculty member shall have the right to an informal 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 and a statement advising the employee that the action is subject to Article 16 – Grievance and Arbitration of this agreement. All such notices shall be sent certified mail, return receipt requested, or delivered in person to the employee with written documentation of receipt obtained.

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

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

G. The faculty 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 faculty member and the inaccurate or inappropriate material shall be placed in the personnel file in a sealed envelope. The sealed material shall not be subject to examination or review except by written agreement between the faculty member and the Board, as part of a related formal grievance procedure, or as required by law.

Tentative Agreement Date: June 4, 2009

For BCC-BOT:

For UFF-BCC:

Date

Date