

Bargaining Session 11 – 1:25 PM
6/4/09

Administration in Attendance: Cathy Cobb, Beverly Slaughter, Darla Ferguson (alternate), Marian Shelpman, Linda Miedema, Chief negotiator: Mark Levitt, Ona Kim

Faculty in attendance: Norma Rudmik, Holly Kahler, Kerry Markey, Laura Earle, Lynn Spencer, Chief Negotiator Michael Moats, Judi Schatte (alternate)

Caucus reconvened 3:30 PM

Article 17

Michael – 17.2B oral/written warning, changed “oral warning” to “a warning”, “warning may be oral or written at the discretion of the supervisor”. The faculty will have “a chance to respond to a written warning...”. Reprimand is now ite 2, reprimand is 3, discipline is 5. 3 – faculty member may be suspended with pay pending investigation...upon recommendation of the president, the suspension may be without pay”. 4 – termination or return to annual contract, we took out the last sentence “employee shall be given...”. On B2 – changed reference to Article 17.2D. Court order is now “as required by law”. B4 – if the president or representative does not issue a notice of intent, the notice of proposed disciplinary action shall be retained only in the employee evaluation file. C – “in event...the faculty member shall have the right to an informal hearing before the Board or its designee...”. This could be an issue that came throught the grievance process so should have already be presented to the President.

Mark – if we discipline, then they will grieve, so prior to grievance, the President should hear it.

Michael – the Board could choose to have the President as the designee. The statute says it’s the Board’s authority.

Back to 17.1B – problem with your language is that employees are subject to discipline up to and including discharge due to violation of policy. May be too broad.

Mark – progressive discipline precludes that

Michael – that’s what the wording says in your proposal

Mark – it just could be a warning, there is still progressive discipline. This will protect you because it is only for procedural violations or just cause. Not on a whim.

Michael – we did not change that section because we want to talk about it further.

Mark – anything in particular?

Michael – will not agree to “policies, procedures and cause” want “just cause”. There are dozens of policies and procedures that faculty may not be aware of because they are chimerical in nature.

Mark – procedures implement policies.

Michael – many procedures are different. What about discipline of any type shall be based only on a faculty member's work-related performance? You didn't have any problem with that?

Mark – by the way, I did. Anything college related is work-related. That would be insubordination.

Michael – there are many policies and procedures.

Mark – anything the college requires you to do is work related.

Michael – what if I come to a Board meeting and speak out of turn, is that subject to discipline? That does not qualify as a work related problem.

Mark – If you are insubordinate and rude then you are subject to insubordination.

Michael – unless you are paid to be at the Board meeting you can't discipline.

Mark – you can be disciplined for non-college related issues, murder, etc.

Judi – there is no mechanism in place to speak to the Board other than as a private citizen.

Michael – if I murder someone on my time off then yes, it's a discipline issue

Mark – if you are stealing in society and work in the Finance office is that actionable?

Lynn – staying up all night drinking caffeine affects work too...

Mark – can you be fired for saying someone is not doing a good job on your own? Yes. Poor performance, inefficiency etc.

Michael – if I murdered someone that would violate a Florida Statute, so that's against the State Board Rules.

Mark – seven deadly sins are not in State Board anymore. It's all cause. You don't need 17.1A because that goes to cause

Michael – in many cases faculty are disciplined for non-work-related items.

Mark – we are not unfettered here. We still have a reason and a method.

Judi – what if Laura is picketing for animal rights and she gets arrested, can she be terminated?

Mark – it is not work related, that is probably not cause. In union context, would not matter.

Michael – if an administrator thought it was not related to her work, we couldn't do it.

Judi – if you take a stand against something you could get fired for taking a stance. Sometimes you can teach something that you do not believe in even though in practice, it is.

Mark – it will be either work related or not. The administration does the discipline, the union or faculty member responds and the arbitrator decides. We can't envision every reason for firing people. Can't be going down three different tracks, we need to streamline this.

Michael – because we are on a three year evaluation cycle, you could have something languishing in their file for 2 years, then have an unrelated event occurring then you don't need to start at square one?

Mark – we are not giving you 5 reprimands if you keep screwing up different things. We are just going to fire you. We need language about overall performance then.

Michael – how about “if the circumstances warrant...”

Mark – we are going to do the right thing. If we don't do the right thing, you grieve it.

Michael – we are trying to help the administration. There is no current language on discipline.

Mark – so , this is good, but you are putting in things that don't need to be there. You are making it needlessly confusing.

Michael – I will take out the last sentence in 17.1B, but we will keep the unrelated actions. This will be good for both of us and will not be limiting to the administration.

Mark – you are limiting us

Michael – unrelated actions subject to discipline shall be treated as separate acts, but the disciplinary action will begin at the appropriate level. If we always agreed, we wouldn't need a contract

Mark – you have a mechanism to challenge any decisions.

Michael – just cause is not enough protection. You can still terminate someone without pay

Mark – this is not the answer to that. You are trying to define some cause but not other cause and you have the opportunity to challenge this. I am having a problem with 17.1A as well (work-related performance), we are just looking at A and B, everything else has been fixed.

Caucus 4:17 PM ended 4:40 PM

Michael – we will forget about the discipline article completely. You don't have to have an article on discipline.

Mark – then you won't have any way to arbitrate. If the contract nowhere says requires qcause, then we can fire for any reason.

Judi – we would like to have discipline in here, because it will let the college get rid of dead wood.

Michael – we have given enough latitude in b for you to determine the circumstances and level of disciplinary action, whether or not things are separate or linked events, etc. There are broader realities. Most of the time the disciplinary problems are from annual contract people who haven't been around long enough to understand anything. With this language, you have a way to get rid of people even under tenure. The current administration could leave tomorrow.

Mark – instead of work-related performance put based on faculty member's duties and responsibilities to the college. B – “employees are subject to discipline for just cause” instead of the first sentence. “The parties recognize the principles of progressive discipline. If the circumstances warrant, discipline may begin at a higher level, subject to overall work performance”. In C – you still have not agreed to arbitration of a written warning

Michael – while arbitrating less than a suspension is rare, if the BCC-UFF felt that it was important, it should be able to be arbitrated at any level. I will not give up the right to arbitrate. Even termination may not go to arbitration. That's under the union.

Mark – what about 17.2A3 Appendix X?

Michael – that is going to be a form for reprimand that will be in the Appendices so that everything is on one piece of paper.

Mark – if you agree to all of that and the changes in A and B, then I will sign it as a tentative TA.

Michael – no problem with the change in A although it is too broad.

Mark – professional comportment is important.

Michael – on 17.1B no problem except that “timely and fair” is not part of just cause.

Mark – fair is inherent to just cause. Timely is another thing.

Michael – “employees are subject to timely discipline only for just cause.”

Mark – take out “only”.

Michael – “employees are subject to discipline which shall be timely and for just cause.”
“Disciplinary action shall include the following steps:...” “If the circumstances warrant the ...”

Mark – Return to annual contract may not be granted, more probably will be dismissal.
Is not part of the progression.

Michael – discipline will progress through the steps in 17.2. There may be no annual contract granted. There is statutory language that grants annual contract. You will grant them 3 years probation before re-granting tenure.

Tentative TA Article 17

Next meeting June 8th 12:30 PM – Article 9 – Faculty Evaluation