

1 **ARTICLE 16**

2 *LETTERS OF COUNSEL, DISCIPLINARY ACTION AND JOB ABANDONMENT*

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4 **16.1 Letters of Counseling/Instruction.**

5 Letters of Counseling or Instruction may be given to employees for just cause to provide information
6 regarding university policies, ~~rules~~regulations, or provisions of the Collective Bargaining Agreement.
7 Such letters, ~~that~~which may include recommendations for participation in an Employee Assistance
8 Program, are not considered discipline and are not placed in the employee's Evaluation File unless
9 requested by the employee. Letters of Counseling or Instruction ~~They~~ may be used only as evidence to
10 demonstrate the employee's awareness of University expectations. ~~Since Letters of Counseling or~~
11 ~~Instruction do not constitute discipline, they are not subject to the grievance procedures of Article 20.~~

12 ~~Letters of Counseling or Instruction may be provided to employees to provide guidance for~~
13 ~~bringing conduct or performance into compliance with university policies, rules, or provisions of~~
14 ~~the Collective Bargaining Agreement. Such letters, which may include recommendations for~~
15 ~~participation in an Employee Assistance Program, are not considered discipline and may be used~~
16 ~~only as evidence to demonstrate the employee's awareness of University expectations.~~

17

18 **16.2 Discipline.** Discipline shall be defined as the process of correcting and improving behavior
19 found to be violation of policies, regulations, or the Collective Bargaining Agreement. All
20 discipline shall be progressive with the goal of preventing future violations and discipline.

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22 **16. 3 Just Cause.**

23 (a) The purpose of this ~~article-section~~ is to provide a prompt and equitable procedure for
24 disciplinary action taken with just cause. Just cause shall be defined as legally sufficient reason
25 to take action concerning alleged:

- 26 (1) incompetence, or
27 (2) misconduct.

28 ~~(b) An employee's activities which fall outside the scope of employment shall constitute~~
29 ~~misconduct only if such activities adversely affect the legitimate interests of the University.~~~~(b)~~
30 Demonstrating just cause requires satisfying seven tests:

31 (1) The university regulation, policy, or provision of the Collective Bargaining
32 Agreement must be stated in straightforward language that is easy to understand, and the
33 university must be consistent and unbiased in applying such regulation, policy, or provision of
34 the Collective Bargaining Agreement.

35 (2) The university regulation, policy or provision of the Collective Bargaining
36 Agreement must be published in a conspicuous location and the employee must be aware of or
37 informed of such regulation, policy, or provision of the Collective Bargaining Agreement.

38 (3) The university must conduct a fair and thorough investigation of the alleged
39 offense, including compiling written documentation, interviewing all witnesses, clarifying
40 inconsistencies, reconciling conflicting information, and allowing the employee to explain their
41 actions.

42 (4) Those conducting the investigation must be impartial; they cannot be the
43 employee's immediate supervisor or dean, or have any other conflicts of interest. Being
44 the relative, spouse, business associate, or subordinate of the employee's immediate
45 supervisor or dean shall constitute a conflict of interest.

46 (5) The results of the investigation must yield clear and convincing evidence that
 47 the alleged violation occurred, and that the employee was aware of and understood the university
 48 regulation, policy, or provision of the Collective Bargaining Agreement.

49 (6) The regulation, policy, or provision of the Collective Bargaining Agreement
 50 must be applied consistently, employees must be held accountable, and similar employees must
 51 have received the same discipline for similar violations.

52 (7) The discipline must be appropriate for the violation.

53 (c) Any investigation of an employee shall be completed within forty-five days of the
 54 receipt of notice. This timeline may be extended under exceptional circumstances, by agreement
 55 with the UCF Chapter of the United Faculty of Florida.

56 (d) An employee's activities that fall outside the scope of employment shall constitute
 57 misconduct only if such activities have a foreseeable adverse effect on the legitimate interests of
 58 the University.

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 61 ~~**16.2 Letters of Counseling/Instruction.** Letters of Counseling or Instruction may be~~
 62 ~~provided to employees to provide guidance for bringing conduct or performance into compliance~~
 63 ~~with university policies, rules, or provisions of the Collective Bargaining Agreement. Such~~
 64 ~~letters, that may include recommendations for participation in an Employee Assistance Program,~~
 65 ~~are not considered discipline and may be used only as evidence to demonstrate the employee's~~
 66 ~~awareness of University expectations.~~

67
 68 **16.3.4 Progressive Discipline.** Both parties endorse the principle of progressive discipline as
 69 applied to professionals. The purpose of progressive discipline is to correct a particular and
 70 specific behavior. In order, the four steps of progressive discipline are a documented oral
 71 reprimand, a written reprimand, suspension, and termination. Progressive discipline must be for
 72 failure to correct the same specific behavior.

73
 74 **16.4.5 Notice of Intent.**

75 (a) Oral Reprimand and Written Reprimand. No notice of intent or employee response
 76 time is required when an employee receives an oral reprimand or written reprimand. The UCF
 77 Chapter of the United Faculty of Florida shall receive written notice of any oral reprimand or
 78 written reprimand on the same day it is given to the employee.

79 (b) Suspension or Termination. When the president or president's University's
 80 representative has reason to believe that suspension or termination should be imposed, the
 81 president or president's University's representative shall provide the employee with a written
 82 notice of the proposed action and the reasons therefore. Such notice shall be sent via certified
 83 mail, return receipt requested, or delivered in person with written documentation of receipt
 84 obtained. The employee shall be given ten ~~(10)~~ days to respond in writing to the president or
 85 president's University's representative before the proposed action is taken. The president or
 86 president's University's representative then may issue a notice of disciplinary action under
 87 Section 16.5.

88
 89 **16.5.6 Notice of Disciplinary Action.** Any notice of disciplinary action shall include a
 90 statement of the reasons therefore and a statement advising the employee that the action is
 91 subject to the Grievance Procedure in Article 20. All such notices shall be sent via certified mail,

92 return receipt requested, or delivered in person to [both](#) the employee [and the UCF Chapter of the](#)
93 [United Faculty of Florida](#), with written documentation of receipts obtained.

94
95 **16.6-7 Disciplinary Action Other than Termination.** The University retains its right to impose
96 disciplinary action other than termination for just cause including, but not limited to, suspension
97 with or without pay. [Should the university require, as part of the disciplinary process,](#)
98 [participation in training, failure to provide evidence of completion of that training would be](#)
99 [considered just cause for further discipline.](#)

100
101 **16.7-8 Termination.** A tenured appointment or any appointment of definite duration may be
102 terminated during its term for just cause. An employee shall be given written notice of
103 termination at least six months in advance of the effective date of such termination, except that in
104 cases where the president or representative determines that an employee's actions adversely
105 affect the functioning of the University or jeopardize the safety or welfare of the employee,
106 colleagues, or students, the president or representative may give less than six months' notice.

107
108 **16.8-9 Employee Assistance Program.** Neither the fact of an employee's participation in an
109 Employee Assistance Program, nor information generated by participation in the program, shall
110 be used as a reason for discipline under this Article, except for information relating to an
111 employee's failure to participate in an Employee Assistance Program consistent with the terms to
112 which the employee and the University have agreed.

113
114 **16.9-10 Job Abandonment.**

115 (a) If an employee is absent without authorized leave for twelve ~~(12)~~ or more consecutive
116 days under the provisions of Section 17.1, the employee shall be considered to have abandoned
117 the position and voluntarily resigned from the University.

118 (b) Notwithstanding paragraph (a), above, if the employee's absence is for reasons
119 beyond the control of the employee and the employee [or a representative](#) notifies the University
120 as soon as practicable, the employee will not be considered to have abandoned the position.

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122 **16.110 Notice of Investigation.**

123 [The UCF Chapter of the United Faculty of Florida will be notified at the onset of any](#)
124 [investigation of employees.](#)