

## ARTICLE 16

### LETTERS OF COUNSEL, DISCIPLINARY ACTION, AND JOB ABANDONMENT

**16.1 Letters of Counseling/Instruction.** Letters of Counseling or Instruction may be given to employees to provide information regarding university policies, regulations, or provisions of the Collective Bargaining Agreement or information about UCF's Employee Assistance Program. Such letters are not considered discipline ~~and are not placed in the employee's Evaluation File unless requested by the employee~~<sup>[CP1]</sup>. These letters are not subject to the Grievance Procedure in Article 20 and<sup>[CP2]</sup> may be used only as evidence to demonstrate the employee's awareness of University expectations.

#### 16.2 Just Cause.

(a) Just cause shall be defined as:

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

(b) An employee's activities which fall outside the scope of employment shall constitute misconduct only if such activities adversely affect the legitimate interests of the University.

**16.3 Progressive Discipline.** Both parties endorse the principle of progressive discipline as applied to professionals. Penalties will be imposed dependent upon the seriousness of the offense and any aggravating or mitigating circumstances.

**16.46**<sup>[CP3]</sup> **Disciplinary Action Other than Termination.** The University retains its right to impose disciplinary action other than termination for just cause including, but not limited to, suspension with or without pay. Should the university require, as part of the disciplinary process, participation in training or counseling, failure to provide evidence of completion would be considered just cause for further discipline.

#### 16.54 Notice of Intent.

(a) Oral Reprimand and Written Reprimand. No notice of intent or employee response time is required when an employee receives an oral reprimand or written reprimand.

(b) Suspension or Termination. When the University's representative has reason to believe that suspension or termination should be imposed, the University's representative shall provide the employee with a written notice of the proposed action and the reasons therefore. Such notice shall be sent via certified mail, return receipt requested; university email, immediate return reply requested; or delivered in person with written documentation of receipt obtained. The employee shall be given ten days to respond in writing to the University's representative before the proposed action is taken. The University's representative then, as soon as practicable, shall may issue a notice of the disciplinary action proposed or a notice that a lesser disciplinary action or no disciplinary action will be taken. A tenured appointment or any appointment of definite duration may be terminated during its term for just cause.<sup>[CP4]</sup>

**16.65 Notice of Disciplinary Action.** Any notice of disciplinary action shall include a statement of the reasons therefore and a statement advising the employee that the action is subject to the Grievance Procedure in Article 20. All disciplinary notices shall be sent via

47 certified mail, return receipt requested; university email, immediate return reply requested;  
48 or delivered in person to the employee with written documentation of receipt obtained.  
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50 ~~16.6 Disciplinary Action Other than Termination. The University retains its right to~~  
51 ~~impose disciplinary action other than termination for just cause including, but not limited to,~~  
52 ~~suspension with or without pay. Should the university require, as part of the disciplinary~~  
53 ~~process, participation in training or counseling, failure to provide evidence of completion~~  
54 ~~would be considered just cause for further discipline. [CP5]~~

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56 ~~16.7 Termination. A tenured appointment or any appointment of definite duration may be~~  
57 ~~terminated during its term for just cause. [CP6]~~ An employee shall be given written notice of  
58 termination at least six months in advance of the effective date of such termination, except  
59 that in cases where the president or representative determines that an employee's actions  
60 adversely affect the functioning of the University or jeopardize the safety or welfare of the  
61 employee, colleagues, or students, the president or representative may give less than six  
62 months' notice.

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64 **16.78 Employee Assistance Program.** Neither the fact of an employee's participation in  
65 an Employee Assistance Program, nor information generated by participation in the  
66 program, shall be used as a reason for discipline under this Article, except for information  
67 relating to an employee's failure to participate in an Employee Assistance Program  
68 consistent with the terms to which the employee and the University have agreed.  
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70 **16.89 Job Abandonment.**

71 (a) If an employee is absent without authorized leave for twelve (12) or more  
72 consecutive days, the employee shall be considered to have abandoned the position and  
73 voluntarily resigned from the University.

74 (b) Notwithstanding paragraph (a), above, if the employee's absence is for reasons  
75 beyond the control of the employee and the employee or a representative notifies the  
76 University as soon as practicable with a reasonable and supportable explanation, the  
77 employee will not be considered to have abandoned the position.