

1 **ARTICLE 16**

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

3 **16.1 Letters of Counsel/Instruction.** Letters of **Counsel** or Instruction may be
4 given to employees to provide information regarding University expectations
5 including those expressed in university policies, regulations, UCF’s Employee Code
6 of Conduct, provisions of the Collective Bargaining Agreement, or information
7 about UCF’s Employee Assistance Program. Such letters are not considered
8 discipline and are not placed in the employee’s Evaluation File unless requested
9 by the employee. These letters may be used only as evidence to demonstrate the
10 employee’s awareness of University expectations.

11 **16.2 Just Cause.**

12 (a) Just cause shall be defined as:

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

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

18 **16.3 Progressive Discipline.** Both parties endorse the principle of progressive
19 discipline as applied to professionals. Penalties will be imposed dependent upon
20 the **university’s judgment of the** seriousness of the offense and any aggravating or
21 mitigating circumstances.

22 **16.4 Disciplinary Action Other than Termination.** The University retains its right
23 to impose disciplinary action other than termination for just cause including, but
24 not limited to, suspension with or without pay. Should the university require, as
25 part of the disciplinary process, participation in training or counseling, failure to
26 provide evidence of completion would be considered just cause for further
27 discipline.

28 **16.5 Notice of Intent.**

29 (a) **Written** Reprimand. No notice of intent or employee response time is
30 required when an employee receives **a written** reprimand.

31 (b) Suspension or Termination. When the University’s representative has
32 reason to believe that suspension or termination should be imposed, the

33 University’s representative shall provide the employee with a written notice of
 34 the proposed action and the reasons therefore. Such notice shall be sent via
 35 certified mail, return receipt requested; university email, immediate return reply
 36 requested; or delivered in person with written documentation of receipt
 37 obtained. The employee shall be given ten days to respond in writing to
 38 University’s representative before the proposed action is taken. The University’s
 39 representative then may issue a notice of disciplinary action **or reduce the**
 40 **proposed disciplinary action. The employee shall be notified by the University’s**
 41 **representative as soon as practicable of the final disposition of the proposed**
 42 **action.**

43 **16.6 Notice of Disciplinary Action.** Any notice of disciplinary action shall include a
 44 statement of the reasons therefore and a statement advising the employee that
 45 the action is subject to the Grievance Procedure in Article 20. All disciplinary
 46 notices shall be sent via certified mail, return receipt requested; university email,
 47 immediate return reply requested; or delivered in person to the employee with
 48 written documentation of receipt obtained.

49 **16.7 Termination.** A tenured appointment or any appointment of definite
 50 duration may be terminated during its term for just cause. ~~An employee shall be~~
 51 ~~given written notice of termination at least six months in advance of the effective~~
 52 ~~date of such termination, except that in cases where in which~~ the president or
 53 representative determines that an employee's actions **do not** adversely affect the
 54 functioning of the University or jeopardize the safety or welfare of the employee,
 55 colleagues, or students, the employee ~~shall~~**may be given less than up to 180**
 56 ~~days’ six months’~~ notice.

57 **16.8 Payout option.** At the time of or following issuance of a notice of
 58 termination to any employee, the University may elect in its discretion to pay the
 59 employee for all or a portion of the notice period, as may be allowed under
 60 Florida law. If the University elects this option, it shall pay the employee an
 61 amount, less withholding, equal to the salary for that portion of the notice period
 62 which the University is paying out, and the employee’s employment shall
 63 terminate immediately.

64 **16.98 Employee Assistance Program.** Neither the fact of an employee's
 65 participation in an Employee Assistance Program, nor information generated by

Commented [CR1]: An employee being terminated would still receive full pay for the notice period. Any payout that is elected can be synchronized with the academic calendar.

66 participation in the program, shall be used as a reason for discipline under this
67 Article, except for information relating to an employee's failure to participate in
68 an Employee Assistance Program consistent with the terms to which the
69 employee and the University have agreed.

70 **16.109 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
73 position and voluntarily resigned from the University.

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