

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 therefor. 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 therefor 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. Cases in which the  
51 president or representative determines that an employee's actions do not  
52 adversely affect the functioning of the University or jeopardize the safety or  
53 welfare of the employee, colleagues, or students, the employee shall be given 180  
54 days' notice.

55 **16.8 Payout option.** At the time of or following issuance of a notice of termination  
56 to any employee, the University may elect in its discretion to pay the employee  
57 for all or a portion of the notice period, as may be allowed under Florida law. If  
58 the University elects this option, it shall pay the employee an amount, less  
59 withholding, equal to the salary for that portion of the notice period which the  
60 University is paying out, and the employee's employment shall terminate  
61 immediately.

62 **16.9 Employee Assistance Program.** Neither the fact of an employee's  
63 participation in an Employee Assistance Program, nor information generated by  
64 participation in the program, shall be used as a reason for discipline under this  
65 Article, except for information relating to an employee's failure to participate in

66 an Employee Assistance Program consistent with the terms to which the  
67 employee and the University have agreed.

68 **16.10 Job Abandonment.**

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

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