

**ARTICLE 9
COACHING, DISCIPLINE, AND JOB ABANDONMENT**

9.1 Policy.

- (a) Employees are subject to disciplinary action, up to and including discharge, for just cause, including but not limited to, for violating University procedures, policies, rules, and regulations, contract provisions, personnel directives, and/or general orders.
- (b) Due process shall be provided prior to any final decisions regarding disciplinary actions (excluding oral reprimands).
- (c) Employees shall be provided notice and a written statement of any disciplinary action taken (excluding oral reprimands).

9.2 Coaching and Letters of Counseling/Instruction.

(a) Coaching.

- (1) Coaching is intended to be an informal and constructive process that seeks to improve employee performance or to discuss issue(s) of concern.
- (2) Coaching includes guidance for correction and an opportunity to correct an employee's performance.
- (3) Coaching is not considered discipline.

(b) Letters of Counseling/Instruction.

- (1) If previous verbal discussion or coaching is not effective, or if a supervisor solely determines that written guidance is warranted, Letters of Counseling or Instruction may be given to an employee. As a formal communication to the faculty member, such letters will:
 - a. identify issues of concern;
 - b. provide guidance for correction, if appropriate, and;
 - c. provide a meaningful opportunity to correct, if appropriate.
- (2) Letters should provide relevant information regarding university policies, regulations, or provisions of the Collective Bargaining Agreement or information about the University's Employee Assistance Program.
- (3) Such letters are not considered discipline, are not grievable, and are not placed in the employee's's personnel file unless requested by the employee.
- (4) These letters may be used only as evidence to demonstrate the employee's awareness of University expectations.
- (5) If the employee believes that the letter's contents, in whole or in part, are

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unreasonable or contrary to university policies, regulations, or provisions of the Collective Bargaining Agreement, they may, within twenty (20) days of receipt of the letter, schedule a discussion of the letter with the Provost or designee. The Provost or designee will schedule this discussion to take place within thirty (30) days of receipt of the employee’s request. The employee will be informed of their right this discussion in the letter.

9.3 Just Cause. Discipline of bargaining unit employees shall be for just cause. Just cause is defined as:

(a) Incompetence;

(b) Misconduct, or;

(c) Neglect of duty.

9.4 Progressive Discipline.

(a) Disciplinary actions typically are progressive. Penalties shall be appropriate to the circumstances and proportionate to the seriousness of the offense. All offenses can have a cumulative effect, and offenses need not be identical to impose a penalty more severe than prescribed for a similar offense. Depending on the nature of the conduct and the facts and circumstances of the situation, discipline may be imposed without prior use of coaching.

(b) Certain actions by their nature may be severe enough, however, to justify deviating from progressive disciplinary principles, and result in immediate discharge of employment or other disciplinary action. Progressive discipline does not have to “start” with a written reprimand; if instances warrant, discipline may start with suspension or discharge.

(c) Forms of discipline may include, but are not limited to:

- (1) written reprimand;
- (2) suspension with pay;
- (3) suspension without pay; and
- (4) termination.

(d) If an employee is terminated for disciplinary reasons, they will be given sixty (60) days notice. The university may place the employee on paid administrative leave during the sixty (60) days.

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1 **9.5 Notice of Proposed Disciplinary Action.**

2 (a) When the President or designee has reason to believe that a suspension or
3 termination should possibly be imposed as a disciplinary consequence, the
4 President or designee shall provide the employee with a written Notice of Proposed
5 Disciplinary Action and the rationale for such action.

6 (b) Such Notice shall be sent certified mail, return receipt requested, to the employee’s
7 last known address, delivered to the employee in person, or e-mailed to the
8 employee’s university e-mail address.

9 (c) In the event that the University reasonably believes that the employee’s actions or
10 presence on the job would adversely affect the orderly conduct and processes of the
11 University, and/or jeopardize the safety or welfare of the employee, faculty and
12 staff, or students, the employee may be placed on paid administrative leave pending
13 the outcome of a proposed disciplinary action. Administrative leave is not
14 discipline.

15 (d) Within ten (20) days of receipt of the Notice of Proposed Disciplinary Action, the
16 employee must submit a written response to the President
17 (President@FloridaPoly.edu) or designee before the proposed action is taken.

18 (e) After receiving the written response or, if no response is received after twenty (20)
19 days from the date of receipt of the Notice of Proposed Disciplinary Action, the
20 President or designee may issue a Notice of Disciplinary Action under Section 9.6.

21 (e)(f) In certain instances, the President or designee may choose to include an adhoc panel
22 to evaluate the responses and any other material in order to provide a
23 recommendation regarding the discipline, if any, that should be applied.

24 **9.6 Notice of Disciplinary Action.**

25 (a) All Notices of Disciplinary Action shall include a statement of the reasons for the
26 disciplinary action and a statement advising the employee that the action is subject
27 to Article 11 - Grievance and Arbitration Procedure.

28 (b) All such notices shall be sent certified mail, return receipt requested, to the
29 employee’s last known address, delivered in person to the employee, or e-mailed
30 to their university e-mail address.

31 (c) If the President or designee does not issue a Notice of Disciplinary Action
32 disciplinary action within ninety (90) days of the Notice of Proposed Disciplinary
33 Action, no disciplinary action shall be taken and the Notice of Proposed

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Disciplinary Action shall not be retained in the employee’s evaluation file, as permitted by law.

9.7 Review of Personnel Files. Employees shall have the right to review their official personnel files upon request.

(a) -The employee shall have the opportunity to submit a written statement responding to any written reprimand ~~or Notice of Disciplinary Action~~^[FPU-BOT1] issued and entered in the personnel file with the written reprimand.

~~(d)~~(b) -The employees’ responding statement as described in 9.5(d) will be entered in the personnel file ~~along~~ with the ~~written reprimand or~~ Notice of Disciplinary Action.

9.7.8 Investigations.

(a) When an employee is questioned by management as part of an investigation, or the employee reasonably believes that the questioning may lead to disciplinary action, the employee has the right to request that a union representative be present at the meeting.

(b) When an employee requests union representation pursuant to this section, and no union representative is immediately available, the University shall postpone the meeting until a representative is available, cancel the meeting, or at the employee’s option, continue the meeting without a representative.

9.8.9 UFF Representation. UFF determines representation per its governing documents. The UFF does not represent bargaining unit employees who are not members in good standing at the time of an alleged incident.

9.9.10 Job Abandonment.

(a) If an employee is absent without authorized leave for three (3) or more consecutive classes across a minimum of three (3) ~~different~~ days on which they have classes scheduled, the employee shall be considered to have abandoned the position and voluntarily resigned from the University.

(b) Notwithstanding paragraph (a) above, if the employee’s absence is justified for reasons beyond the control of the employee and the employee notifies the University as soon as practicable, the employee will not be considered to have abandoned the position.

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1 **9.109.11 Employee Assistance Program.** Neither the fact of a faculty member's
 2 participation in an employee assistance program, nor information generated by
 3 participation in the program, shall be used as a reason for imposing or withholding
 4 discipline under this Article, except for information relating to a faculty member's failure
 5 to participate in an employee assistance program consistent with the terms to which the
 6 faculty member and the University have agreed.

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