

**ARTICLE NINE
DUE PROCESS & DISCIPLINE**

- A. **Progressive Discipline:** The parties agree to the principles of progressive discipline. Disciplinary action, for the most part, shall be administered in a manner to correct behavior that is in violation of policies, procedures and established practices. Discipline shall be administered for just cause and not in a manner that is demeaning or degrading.
- B. **Meetings and Notifications:** Disciplinary action shall be administered within twenty (20) working days from the date the violation occurred or when the violation was first known to have occurred. For any meeting scheduled for the purpose for taking disciplinary action, the department shall provide the employee with written notification of the violation and schedule a meeting where the circumstances surrounding the violation shall be discussed. This meeting shall be scheduled no sooner than three (3) working days after the employee receives such notification. For example, if a supervisor schedules the conference for Friday, the employee must be notified on Tuesday.
- C. **Right to Representation:** Notification sent to an employee pursuant to Section 2 of this Article shall inform the employee of his/her right to BTU-TSP representation. When a request for such representation is made, no action shall be taken with respect to the employee within the specified time period unless such representative of the BTU-TSP is present. If a BTU-TSP representative is not present at a properly scheduled meeting, the meeting may proceed as scheduled without representation, except when either party indicates that a personal emergency prevents attendance, in which case the meeting shall be rescheduled at the earliest possible time.
- D. **During the Meeting**
1. The conference is intended to provide the employee with an explanation of the charges and the basis for the charges. Any relevant questions that the employee asks shall be answered to the best of the supervisor's ability. The employee shall be given an opportunity to respond, including their own explanation of the incident or mitigating circumstances, either verbally or in writing.
 2. If during the course of a meeting that was not called for the purpose of issuing a reprimand, the necessity develops for issuing one, the supervisor shall notify the employee at that time that he/she is entitled to BTU-TSP representation. When a BTU-TSP

representation is requested and the employee is to be represented by the Union, no action shall be taken with respect to the employee until such representative of the BTU-TSP is present. It is the employee's responsibility to have a representative present within three (3) working days of said request. If a BTU-TSP representative is not present at the meeting, it will proceed as scheduled without such representation.

E. Discipline

1. Any discipline of an employee shall be for just cause. Disciplinary action may be taken in the form of a verbal reprimand, written reprimand, suspension, demotion or discharge.
2. No action against an employee shall be taken on the basis of a complaint by any individual nor any notice of such action or complaint shall be included in the employee's personnel file, unless the matter is first reported to the employee in writing and the employee has had the opportunity to discuss the matter with his/her supervisor.
3. No investigation of an employee, beyond preliminary inquiry, by the Special Investigative Unit may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation. Investigations shall be conducted in a timely manner in accordance with Florida Statutes.
4. An employee may be relieved of duty pending the completion of an investigation or other administrative action for circumstances that could lead to the employee's termination. The employee may be relieved of duty with pay or temporarily reassigned or transferred to another position within the department/program, pending appropriate administrative action.
5. Any recommendation for dismissal of an employee because of incompetent performance, as specified on the employee's assessment form, shall not be made prior to the conclusion of a time period as set forth in the assessment form for the purpose of correcting such deficiency or deficiencies.
6. Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion or other discipline shall be conducted in a manner so as not to abrogate the employee's rights according to law and the provisions of this contract.

7. An employee's refusal to sign evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this Article, shall not constitute any grounds for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its content. However, if the employee does not sign a document acknowledging receipt, proper notice of receipt shall be documented by the signature of the supervisor and a witness, in which case the issue of proper notification shall not be raised by the Union.