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Article 23

Disciplinary and Adverse Actions

Section 1. Statement of Purpose and Policy

The parties agree that the objective of discipline is to correct and improve employee behavior so as to promote the efficiency of the service. The parties agree to the concept of progressive discipline which is designed primarily to correct and improve employee behavior. A common pattern of progressive discipline is reprimand, short term suspension, long term suspension and removal. Any of these steps may be bypassed where management determines ~~by the severe nature of the behavior~~ that a lesser form of discipline would not be appropriate.

The parties further agree that normally, discipline should be preceded by counseling and assistance including oral warnings which are informal in nature and not recorded. Counseling and warnings will be conducted privately and in such a manner so as to avoid embarrassment to the employee. Bargaining unit employees will be subject to disciplinary or adverse action only for just cause.

24 Section 2. Timeliness of Discipline

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26 If the Agency feels that disciplinary or adverse action is necessary, such action
27 will be initiated timely after the offense was committed or made known to the
28 Agency.

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31 Section 3. Definition of "Day"

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33 For the purpose of this Article, the word "day" means calendar day unless
34 otherwise specified.

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37 Section 4. Reprimand

38

39 An official reprimand is a written disciplinary action which specifies the reasons
40 for the action. The reprimand will specify that the employee may be subject to
41 more severe disciplinary action upon any further offense and that a copy of the
42 reprimand will be made a part of both the SF-7B Extension File and the Official
43 Personnel Folder for up to 1 year.

44

45 If a discussion is to be held when a reprimand is given, the supervisor will advise
46 the employee of his/her right to Union representation prior to the start of the

47 discussion. The letter of reprimand will inform the employee that he/she has the
48 right to file a grievance on the reprimand under the negotiated grievance
49 procedure, and the right to Union representation.

50

51 Upon request, the employee and/or his designated representative will be
52 provided, in a timely manner, copy(s) of the material relied upon to support the
53 reprimand.

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56 Section 5. Short-Term Suspensions

57

58 A. An employee against whom a suspension for 14 days or less is proposed is
59 entitled to:

60

61 1. An advance written notice of fifteen (15) calendar days stating the
62 specific reasons for the proposed action;

63

64 2. The right to review the material which is relied on to support the
65 reason(s) for the proposed action;

66

67 3. Ten (10) calendar days to respond orally and in writing and to furnish
68 affidavits and other documentary evidence in support of the response;
69 and

70

71 4. Be represented.

72

73 B. The employee will be given a reasonable amount of duty time to prepare and
74 present a response to the proposal.

75

76 C. After considering the employee's response, the Administration will issue a
77 written decision. If the decision is unfavorable to the employee, the decision
78 may be grieved, beginning with the last (pre arbitration) step of the grievance
79 procedure.

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82 Section 6. Removal, Suspension for More Than 14 Days, Reduction-in-Grade,
83 Reduction-in-Pay, and Furlough of 30 Days or Less

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85 A. An employee against whom such an action is proposed is entitled to:

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87 1. Advance written notice of thirty (30) calendar days stating the specific
88 reasons for the proposed action;

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90 2. The right to review the material which is relied on to support the
91 reason(s) for the proposed action;

92

93 3. Twenty-five (25) calendar days to respond orally and in writing, and to
94 furnish affidavits and other documentary evidence in support of the
95 response; and

96

97 4. Be represented.

98

99 B. The employee will be given a reasonable amount of duty time to prepare and
100 present a response to the proposal.

101

102 C. After receiving the employee's response, the Administration will issue a
103 written decision. If the decision is to effect an action specified in this section,
104 it will specify the reason therefore, the effective date, the action to be taken,
105 and the decision appeal rights.

106

107 The employee may appeal the decision to the Merit Systems Protection
108 Board or, the employee may file a written grievance under the terms of this
109 agreement. Any such grievance will be initiated at the last (pre-arbitration)
110 step.

111

112 The choice of the appeal forum is irrevocable. An employee shall be deemed
113 to have exercised his/her option at such time as the employee timely initiates
114 an action under the statutory procedures, or timely files a written grievance at

115 the last (pre-arbitration) step, whichever occurs first. Any grievance must be
116 initiated no later than 20 days after the effective date of the action.

117

118 D. Employees shall be entitled to representation in all phases of these
119 procedures.

120

121

122 Section 7. Request for Information

123

124 If requested by the employee or his/her representative, the Agency, in a timely
125 manner, will provide copies of all material including written statements by
126 witnesses relied upon to support the proposal notice.

127

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129 Section 8. Requests for Time Extensions on Proposals

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131 The Administration will not unreasonably deny a request for extension of the time
132 to respond to proposals.

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135 ~~Section 9. Notice to Union~~

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- 137 ~~The Agency will provide the Union, in a timely manner, a sanitized copy of all~~
138 ~~reprimands and proposals of more serious disciplinary/adverse actions.~~