

ARTICLE 26

Disciplinary Actions

Section 1

- A. For the purposes of this Agreement, a disciplinary action is defined as a written reprimand, or a suspension for fourteen (14) days or less. The Employer agrees that such actions will only be taken for such cause as will promote the efficiency of the service.
- B. If the Agency feels that disciplinary action is necessary, such action will be initiated timely after the offense was committed or made known to the Agency.
- C. The Parties agree that involuntary transfers, and/or involuntary resignations are not appropriate disciplinary measures.
- D. In deciding what action may be appropriate, the Agency will give due consideration to the relevance of any mitigating circumstances and any information provided by the employee in the course of the inquiry leading to the action.

Section 2

It is the responsibility of the Employer to provide and of each employee to know and be aware of, and adhere to, the government-wide standards of conduct contained in 5 CFR 2635 and any supplemental regulations issued under 5 CFR 2635.105.

Section 3

The Parties recognize that discipline may be progressive in nature to correct the conduct of an offending employee. Discipline may be preceded by oral or written counseling. It is understood that progressive discipline need not follow any specific sequence and that any of these steps may be bypassed where management determines a lesser form of discipline would not be appropriate. Counseling and warnings will be conducted privately and in such a manner so as to avoid embarrassment to the employee.

Section 4

An employee's right to union representation during an investigatory interview, i.e. Weingarten Rights, is set forth in Article 5, Section 3.B.

Section 5

- A. Upon request, an employee subject to a disciplinary action will be furnished a copy of those portions of all materials, written, electronic or otherwise, which contain information or evidence relied upon by the Employer as a basis for the disciplinary action.
- B. Nothing in the section is to be construed as a waiver of the employee's or Union's right to request additional information under other authorities, such as the Freedom of Information Act, the Privacy Act, or the Civil Service Reform Act.
- C. Information described in this section shall be provided subject to the requirements and provisions of the Privacy Act. However, the Union does not waive any rights it may have under the CSRA.

Section 6

When the Employer suspends an employee for fourteen (14) days or less the following procedures will apply:

- A. The Employer will provide the affected employee with fifteen (15) calendar days advance written notification of the proposed action.
- B. The written proposal will contain the reasons for the proposed discipline.
- C. The employee will be given seven (7) calendar days from the date he/she received the notice of proposed discipline in which to request oral and/or written reply to the notice of proposed discipline. If the 7th calendar day falls on a weekend or holiday, the period to request a reply will be extended to the following workday. Where an oral reply has been requested, it will be scheduled at the convenience of the Parties within fifteen (15) calendar days from the date the employee received the notice, unless otherwise mutually agreed by the Parties.
- D. The employee may be represented by the Union in connection with the oral and/or written reply.
- E. The employee and his/her representative will be given a reasonable amount of duty or time in accordance with Article 8, respectively, to prepare the replies described above.
- F. Where an employee chooses to make an oral reply, the reply will be heard by a higher level management official than the official who issued the notice of proposed disciplinary action.

- G. The employee will have the right to raise any defense, and the Employer will give due consideration to all such defenses.
- H. As part of the presentation, the employee may give both an oral and written reply contemporaneously.
- I. The final decision in any proposed discipline covered by this section must be made by a management official with the authority to render said decision and who is not the official who issued the notice of proposed action. The final decision letter will contain the deciding official's findings with respect to each charge and specification made against the employee in the notice of proposed action.
- J. Where an employee chooses to make an oral reply as provided above, such reply shall be made at the work site of the employee. If the employee and deciding official are not located in the same facility, the employee may make his/her reply via telephone or video.
- K. If the deciding official's final decision is to effect disciplinary action other than a suspension, the employee may file a grievance or appeal pursuant to the provisions of Article 28. If the employee files a grievance on a suspension, he/she has 30 calendar days in which to file a grievance with the Step 3 official as provided under Section 5 of Article 28. Thereafter all requirements associated with subsequent steps of the appropriate grievance procedure will apply.
- M. Suspensions of fourteen (14) days or less may be appealed through the expedited arbitration process as set forth in Article 30.

Section 7

Any of the time limits established in this article may be extended or waived by mutual agreement of the Parties.

Section 8

All letters of reprimand will be maintained in the e7B and the eOPF for up to 1 year or as long as an administrative need exists (e.g. litigation, pending disciplinary actions).