

Wage Grade 7-1
Police Officer



INDUSTRIAL UNION
OF
MACHINISTS AND
AERONAUTICAL ENGINEERS
LOCAL 1015
1015
1015
1015

EXHIBIT
FOI - 2
24

OCTOBER 1, 1999

Discipline 2-3

AFGE Union Contract dated Oct 1, 1999

Section 3. Volunteers

When it is necessary to furlough some but not all employees in an organizational segment, Management will first solicit volunteers at the affected work site. Employees may either make known their willingness to accept a furlough or they may submit a voluntary request for leave without pay (LWOP). If a sufficient number of volunteers do not come forth, then Management will select employees for furlough on a fair and equitable basis. Employees not furloughed must be qualified to perform the functions that are to continue to be performed during the period of furlough.

Section 4. Scheduling Furlough Days

When the Employer has made a decision to furlough employees for a specified number of days during a specified period of time, employees will be provided an opportunity to submit a schedule identifying their preferences in accomplishing the necessary number of days off. These schedules will be accommodated as much as possible giving due consideration to workload and staffing requirements.

Section 5. Notice to Employees

Except in cases of emergency furlough where there is insufficient time to provide advance notice, the Employer will provide written individual notices to those employees who are to be affected thirty (30) days prior to the proposed furlough.

Section 6. Effect of Lapse of Appropriations on Approved Leave

- A. When an employee is designated to go into furlough status, any annual or sick leave that has been approved is canceled.
- B. Canceled or interrupted annual or sick leave is not forfeited, but can be used later.
- C. Activities and employees supported by certain types of appropriations or revolving funds may be excepted from furlough if funds are available for obligation in those accounts and at levels required to accomplish valid customer orders, which may include work on customer reimbursable orders under appropriated accounts, and PBS Reimbursable Work Authorizations.

Section 7. Employee Compensation During Lapse of Appropriation

- A. Employees who are required to report for duty during a lapse of appropriations will be fully compensated in accordance with law and regulation.
- B. Employees who are furloughed because of lapse of appropriations will be retroactively paid and otherwise compensated when appropriations are approved in accordance with law and regulation.

Section 8. Benefits

Life Insurance and Health Benefits will remain in effect regardless of whether employees are required to continue their portion of the contribution in accordance with FPM regulations.

**Article 33
Discipline**

Section 1. Coverage, Definition and Policy

- A. The expected behavior of GSA employees is set forth in the Standards of Conduct and GSA Penalty Guide. Actions or behavior which are contrary to these principles may be subject to the Agency disciplinary process.

- B. Any discipline taken will be consistent with the nature and severity of the offense, with the primary goal to correct rather than punish behavior. If counseling and attempts to modify behavior are unsuccessful, or in instances of severe misconduct, the Employer may terminate an employee.

Section 2. Actions not Covered by this Article

The provisions of this Article do not apply to:

- A. A suspension or removal under Section 5 U.S.C. 7532 (National Security),
- B. A reduction in grade or removal under 5 U.S.C. 4303 (performance),
- C. Actions initiated under 5 U.S.C. 1206 (Special Counsel-MSPB),
- D. Action taken under circumstances in which there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed (5 U.S.C. 7513 (b)(1)), and
- E. The termination of temporary, probationary/trial period employees and other separation actions for which a statutory right of appeal does not exist.

Section 3. Progressive Discipline and Application of the GSA Penalty Guide

- A. The Parties recognize that disciplinary actions shall be progressive in nature to correct an offending employee. Major offenses may be cause for severe action, including removal, irrespective of whether previous discipline has been taken against the offending employee.
- B. The GSA Penalty Guide is intended to help ensure reasonable uniformity in administering disciplinary action. It is expected that penalties will generally/normally conform to the Guide, since the range of penalties provide latitude for the exercise of judgment. However, in unusual circumstances, a greater or lesser penalty may be imposed unless the violation is one for which the penalty is specified by law.
- C. When the past record involves an offense or offenses unrelated to a present offense, or when two or more unrelated offenses have occurred at the same time, a greater penalty than would be imposed for a first offense will normally/generally be appropriate. The severity of the penalty will take into account the total number of offenses, but will also involve a careful judgment as to the extent to which the several infractions indicate a pattern of irresponsible behavior.
- D. A number of factors are relevant for the Employer's consideration in determining the appropriateness of a penalty. Those generally/normally recognized as relevant include the following:
 - 1. the nature and seriousness of the offense and its relation to the employee's position and responsibilities, including whether the offense was intentional or technical or inadvertent, or was committed maliciously or for gain, or was frequently repeated;
 - 2. the employee's job level and type of employment, including supervisory or fiduciary role, contacts with the public and prominence of the position;
 - 3. the employee's past disciplinary record;
 - 4. the employee's past work record, including length of service, performance on the job, ability to get along with fellow workers, and dependability;
 - 5. the effect of the offense upon the employee's ability to perform at a satisfactory level and its effect upon the supervisor's confidence in the employee's ability to perform assigned duties;
 - 6. consistency of the penalty with those imposed upon other employees for the same or similar offenses;
 - 7. consistency of the penalty with any applicable Agency table of penalties;

8. the notoriety of the offense or its impact upon the reputation of the Agency;
9. the clarity with which the employee was put on notice of any rules that were violated in committing the offense, or had been warned about the conduct in question;
10. potential for the employee's rehabilitation;
11. mitigating circumstances surrounding the offense such as unusual job tensions, personality problems, mental impairment, harassment, or bad faith, malice or provocation on the part of others involved in the matter; and
12. the adequacy and effectiveness of alternative sanctions to deter such conduct in the future by the employee or others.

Not all these factors will be pertinent in every case. Some of the factors may weigh in the employee's favor, while others may not or may even constitute aggravating circumstances. Selection of an appropriate penalty involves a responsible balancing of the relevant factors in the individual case.

Section 4. Privacy of Corrective Discussion

Discussions with employees regarding conduct or corrective measures will be conducted in private so as to avoid personal embarrassment of the affected employee.

Section 5. Representational Rights

Employees will be advised in writing of their representational rights upon notification of a proposed disciplinary action as defined in this Article.

Section 6. Time Limits

Disciplinary action must be timely. Timely does not mean that disciplinary action should be taken in haste.

Section 7. Procedures—Letters of Warning/Reprimand

It is the Employer's policy that a warning notice will remain in the OPF for one (1) year. After six (6) months, upon the request of the employee, the issuing official will review the employee's circumstances and consider removal of the warning from the employee's OPF. It is the Employer's policy that an official reprimand will remain in the OPF for three (3) years. After one (1) year, upon the request of the employee, the issuing official will review the employee's circumstances and consider removal of the reprimand from the employee's OPF.

Section 8. Procedures—Suspension of 14 Days or Less

- A. When the Employer proposes to take disciplinary action consisting of a suspension of fourteen (14) calendar days or less, the employee is entitled to:
1. At least fifteen (15) calendar days advance written notice stating the specific reasons for the proposed action and informing the employee of his or her right to the material on which the proposal is based and which is relied on to support the reasons in the notice of proposal.
 2. A reasonable time, but not less than fifteen (15) calendar days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer. When the circumstances require immediate action, the Employer may place the employee in a nonduty status with pay for such time as is necessary to effect the action.
 3. A representative of his/her choice, except that the Employer may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position.

- B. When an employee chooses to make an oral reply, the reply will be heard by the deciding official or designee.
- C. The Employer shall prepare a summary of any oral reply. The employee will be provided a copy of the summary.
- D. The Employer will issue a decision letter at the earliest practicable date, but normally not later than thirty (30) calendar days after receipt of the employee's oral reply and/or written reply or after the date that such reply would have been due. However, if there is a delay in issuing the final decision the employee will be notified in writing.
 - 1. The final decision in any action covered by this section must be made by the deciding official or designee.
 - 2. In arriving at his/her written decision, the deciding official shall consider only the reasons specified in the notice of proposed action and shall consider any reply of the employee or his/her representative.
 - 3. The final decision letter will contain the specific reasons for the decision.
 - 4. The final decision letter will inform the employee of his/her appeal rights. The employee will be given an opportunity to indicate if he/she wishes the Union to receive a copy of the decision letter. If the employee chooses, Management will provide a copy of the decision letter to the Union.

**Section 9. Procedures—Suspensions of more than 14 Days,
Reduction in Grade or Pay, and Removals**

- A. When the Employer proposes to suspend for more than fourteen (14) days, reduce in grade or pay or remove an employee, that employee against whom such an action is proposed is entitled to:
 - 1. At least thirty (30) calendar days advance written notice stating the specific reasons for the proposed action and informing the employee of his/her right to the material on which the proposal is based and which is relied on to support the reasons in the notice of proposal.
 - 2. A reasonable time, but not less than fifteen (15) calendar days, to answer orally and in writing and to furnish affidavits and other documentary evidence in support of the answer:
 - (a) When the circumstances require immediate action, the Employer may place the employee in a nonduty status with pay for such time as is necessary to effect the action.
 - (b) The employee shall be provided with a reasonable amount of official time.
 - 3. A representative of his/her choice, except that the Employer may disallow as an employee's representative an individual whose activities as a representative would cause a conflict of interest or position.
- B. When an employee chooses to make an oral reply, the reply will be heard by the deciding official or designee.
- C. The Employer shall prepare a summary of any oral reply. The employee will be provided a copy of the summary.
- D. The Employer will issue a decision letter at the earliest practicable date, but normally not later than thirty (30) calendar days after receipt of the employee's oral reply and/or written reply or after the date that such reply would have been due. However, if there is a delay in issuing the final decision, the employee will be notified in writing.
 - 1. The final decision in any action covered by this section must be made by the deciding official or designee.
 - 2. In arriving at his/her written decision, the deciding official shall consider only the reasons specified in the notice of proposed action and shall consider any reply of the employee or his/her representative.

3. The final decision letter will contain the specific reasons for the decision.
4. The notice of final decision will be issued to the employee at or before the time the action will be effective.
5. The final decision letter will inform the employee of his/her appeal rights. The employee will be given an opportunity to indicate if he/she wishes the Union to receive a copy of the decision letter. If the employee chooses, Management will provide a copy of the decision letter to the Union.

Section 10. Documentation

- A. When disciplinary action is initiated (i.e. a warning notice, reprimand or proposal notice is issued) the employee will be given the opportunity to review the material relied upon by the Employer which forms a basis for the reasons and specifications of the action. If the action is based on an investigative report, those portions of the report that relate to the specifications contained in the warning notice, reprimand or proposal notice (which may include exculpatory material), will be made available to the employee/union representative, if any.
- B. Upon request, the employee will be given two copies of the material referenced in A, above.
- C. If there is a delay in providing a copy of the material referenced in A, above, to the employee, or a delay in providing access to the material, the Employer will grant a request for an extension of the reply period. The extension will be for a period of time equal to the period from receipt of the request for the material, or access to the material, until the copy is received or access is provided.
- D. The employee will be given an opportunity to indicate if he or she wishes the Union to receive a copy of the decision letter. If the employee chooses, Management will provide a copy of the decision letter to the Union. The text of the proposal notice will contain a statement of the employee's representational rights. The text of the final decision will contain a statement of the employee's representational and grievance rights and of the MSPB appeal rights, if applicable.

Section 11. GSA Form 225

- A. The Parties agree that the GSA Form 225 (Record of Infraction) in and of itself does not constitute a disciplinary action.
- B. The Parties further agree that when the GSA Form 225 is utilized, the following conditions apply:
 1. The employee is required to sign the form to indicate receipt. However, the employee has the right not to respond to the GSA Form 225, and this refusal may not be a basis for disciplinary action. This right shall not be construed to mean that the employee may refuse to cooperate in the investigation or inquiry, or refuse to answer questions in the course of the investigation or inquiry.
 2. If no disciplinary action is taken, the GSA Form 225 will be destroyed.
- C. If the GSA Form 225 is utilized, the instructions contained thereon must be complied with.

Section 12. Harmful Error

In accordance with 5 U.S.C. 7701(c)(2), an otherwise valid disciplinary action may only be overturned for procedural error if the employee shows that the error caused substantial harm or prejudice to his/her rights such that if the error had not been made, the Employer might have reached a different conclusion on the appropriate discipline to impose.