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## ARTICLE 13

# Disciplinary Actions

### Section 1 – General

- A. A disciplinary action, for the purposes of this Article, is defined as an oral admonishment confirmed in writing, a written reprimand, or a suspension for 14 calendar days or less. In order to ensure a common understanding of how the Department effects disciplinary actions, Regional Labor and Employee Relations Staff will be made available to conduct training at NCFLL Stewards training.
- B. The parties are mutually committed to Alternative Approaches to Discipline (AAD) for addressing employee conduct matters. The policy, goals, and procedures are contained in Department of Labor Policy Guidance for Alternative Approaches to Discipline of November 1999.
- C. No bargaining unit employee will be the subject of a disciplinary action except for just and sufficient cause and for reasons which will promote the efficiency of the Department.
- D. A meeting between an employee and his/her supervisor and/or any other Management Official, during which the principal topic of discussion is to be discipline or potential discipline, will entitle the employee involved to request to be accompanied by his/her NCFLL Representative during the meeting. The employee will be informed in advance if discipline or potential discipline is to be the principal topic of discussion. If such request is made, the supervisor or other Management Official will honor the request. If the employee requests an NCFLL Representative, the meeting will be held, or rescheduled, when an NCFLL Representative can be present.

Nothing in this Article confers a right to representation during a counseling session.

- E. A reasonable period of time should elapse between the date of receipt of the decision to suspend and the effective date of the suspension.

### Section 2 - Procedures for Suspension

When Management proposes to suspend an employee for 14 calendar days or less, the following procedures will apply:

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- A. Management will provide the employee with ten workdays advance written notice of the proposed suspension.
  - B. The notice must state reasons for the proposed discipline specifically and in detail, in order to allow the employee to respond, and must clearly state the employee's right to make a response to the proposal and his/her right to be represented by the NCFLL. The employee will be given an original and one copy for referral to the Chairperson of the NCFLL Arbitration Committee, at the employee's option.
  - C. The employee may file a written response and/or make an oral response to the notification prior to the end of the ten workday notice period.
  - D. After receipt of the written and/or oral response or the termination of the notice period, Management will issue a final written decision to the employee which shall include a statement of the employee's grievance/ arbitration rights, including a statement that any appeal is only to arbitration, which may be invoked only by the NCFLL within ten workdays from employee receipt of the final written decision, and the name, address, and telephone number of the Chairperson of the NCFLL Arbitration Committee. The employee will be given an original and one copy for referral to the Chairperson of the NCFLL Arbitration Committee, at the employee's option.

### **Section 3 - Grievance/Arbitration Rights**

- A. An employee who is dissatisfied with an oral admonishment confirmed in writing or with a written reprimand may file a grievance pursuant to Article 15 of this Agreement.
- B. If the final written decision provided for in Section 2 of this Article involves a suspension for 14 calendar days or less, the matter may be appealed directly to arbitration, in accordance with Article 16 of this Agreement, by notifying Management within ten workdays from receipt of the final written decision. Such notification shall be by certified mail to the Director, Labor-Management Relations Center (LMRC), with a copy to the appropriate Regional Agency Head.
- C. The arbitrator's decision will be in accordance with the provisions of Article 16.

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## **Section 4 - Evidence**

- A. An employee will, in any disciplinary action, be furnished a copy of all material relied on by Management which formed the basis for the reasons and specifications.
- B. If the discipline is based on an investigative report, the employee will be furnished all written documents from the investigation which are disclosable in accordance with applicable law, rule, or regulation.
- C. The documentation specified in Subsections A and B above will be attached to the notice of proposed disciplinary action.
- D. Evidence which Management is not permitted to divulge to an employee under applicable law, rule, or regulation will not be used against the employee.

## **Section 5 - Exception to Disciplinary Action Appeals**

If a matter is pending before a court of law or the employee involved is under arrest or indictment, and the matter is otherwise appealable to arbitration under this Agreement, the arbitration will be postponed pending the conclusion of that legal process.

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