
Please see below.

ARTICLE 14

Adverse Actions

Section 1 – General

- A. An adverse action, for the purpose of this Article, is as defined in 5 CFR 752. In order to ensure a common understanding of how the Department effects adverse actions, Regional Labor and Employee Relations Staff will be made available to conduct training at NCFL Stewards training.
- B. This Article applies to bargaining unit employees who have completed their probationary or trial period.
- C. No bargaining unit employee will be subject to an adverse action except 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 an adverse action or a potential adverse

action, will entitle the employee involved to request to be accompanied by his/her NCFLL Representative during the meeting.

- E. The employee will be informed in advance if an adverse action or a potential adverse action 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.

Section 2 - Written Notice

In all cases of proposed adverse action, the employee will be given written notice, which will state any and all reasons for the proposed action specifically and in detail, at least 30 calendar days in advance of the action, except when there is reasonable cause to believe that an employee is guilty of a crime for which a sentence of imprisonment can be imposed. The employee will be given the opportunity to respond orally and/or in writing to the reasons for the action prior to a decision. The response may include written statements of persons having relevant information.

Section 3 – Evidence

- A. An employee will, in any adverse action, be furnished a copy of all material relied on by Management which formed the basis for the reasons and specifications.
- B. If the adverse action 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 adverse 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 4 - Notice of Decision

- A. An official who sustains the proposed reasons against an employee in an adverse action will set forth his/her findings with

respect to each reason and specification against the employee in his/her notice of decision.

- B. If the reasons are sustained in the notice of decision and an adverse action will be imposed, the decision notice shall include a statement of the employee's EEO complaint and MSPB appeal rights. Additionally, if the action is based solely on misconduct, the decision notice shall also include 1) a statement of the employee's grievance rights, and 2) a statement that the employee may appeal to the MSPB or may file a grievance, but not both. The notice of decision shall also include an explanation that any appeal to arbitration may be invoked only by the NCFLL within 30 calendar days from the effective date of the adverse action, 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 of the notice for referral, at the employee's option, to the Chairperson of the NCFLL Arbitration Committee. If the NCFLL invokes arbitration, the grievance form signed by the employee will be provided to the Labor-Management Relations Center as an attachment to the written invocation of arbitration.

Section 5 - CFR Precedence

The parties agree that any arbitration decision which is issued concerning this Agreement or Article may not have the effect under any circumstances of requiring Management to reverse or modify any adverse action taken if such decision is in violation of 5 CFR 752.