**Alternative Discipline Agreement**

1. The parties to this agreement are NAME, JOB TITLE hereafter referred to as the EMPLOYEE; the AGENCY NAME, hereafter referred to as the AGENCY, by and through its undersigned representative; and the Union.

2. This agreement is entered into as an alternative to the EMPLOYEE’s proposed 14 day suspension from duty without pay based on the EMPLOYEE’s misconduct.

3. DESCRIPTION OF THE EVENT LEADING TO THE PROPOSED ACTION

4. DESCRIPTION OF EMPLOYEE”S PRIOR DISCIPLINE, IF ANY

5. Based on the above, the AGENCY proposed a fourteen day suspension. However, the parties to this agreement have agreed to the following as an alternative to the issuance of a decision to suspend the employee for fourteen calendar days.

6. The EMPLOYEE:

a. Agrees that the facts stated in No. 3. above are true and accurate and that he/she accepts responsibility for the misconduct. The EMPLOYEE further agrees that a 14 day suspension is an appropriate remedy to the offense.

b. Agrees that a violation of the terms of this agreement will result in the immediate effectuation of the fourteen day suspension cited above.

c. Fully understands that an offense of such a nature as to result in the effectuation of the fourteen day suspension cited in this agreement will result in a proposal to remove the employee from his position at (AGENCY) and from Federal service.

d. Understands that this agreement does not preclude the AGENCY from taking a performance based action, if such an action is warranted, within the time frames of this agreement.

e. Agrees to waive any and all rights to appeal, grieve, complain or otherwise contest actions relating to the conditions of this agreement.

f. Understands that this agreement will be maintained in the AGENCY’s disciplinary files for a period of three years from the effective date of the agreement.

g. Freely and voluntarily agrees to these conditions. He has had sufficient time to consider the conditions and to seek advice from an attorney or other representative of his choice. He fully understands that he could have elected to respond to the proposed fourteen day suspension, awaited a decision and grieved or appealed such a decision if adverse to him.

7. The AGENCY

a. Agrees to afford the EMPLOYEE an opportunity, during the time frame of this agreement, to become a cooperative and productive member of the AGENCY’s workforce.

b. Agrees not to suspend the EMPLOYEE for the misconduct described above so long as the EMPLOYEE does not engage in similar misconduct for a period of NUMBER years beginning DATE.

c. Agrees that if the EMPLOYEE fully complies with the terms of this agreement, the proposal to suspend the employee will be revoked and no evidence of the proposal will be retained in the EMPLOYEE’s official records.

8. The PARTIES

a. Understand that this agreement is nonprecedential and may not be cited for any reason, including comparison, in any other forum. However, it may be cited in subsequent disciplinary actions involving the EMPLOYEE.

b. Understand the terms of this agreement and willingly enter into it. The agreement becomes effective upon the date of the last signature by the PARTIES involved.

Employee\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Agency\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the Union\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_