



**U.S. GEOLOGICAL SURVEY**

**GUIDE TO ALTERNATIVE DISCIPLINE**

**May 2004**

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**1. What is alternative discipline?**

Alternative discipline is an alternative to traditional penalties for employee misconduct. It is a form of alternative dispute resolution that can be used to effectively resolve, reduce or even eliminate workplace disputes that arise from circumstances where disciplinary action is appropriate. The traditional penalties which alternative discipline generally replaces are disciplinary actions, i.e., letters of reprimand and suspensions of 14 days or less, and adverse actions, i.e., suspensions of 15 days or more and removals. Last chance agreements are another form of alternative discipline.

**2. How does alternative discipline work?**

The option to offer alternative discipline to an employee is the right of the supervisor or manager with authority to propose or decide a disciplinary action against the employee. The process allows the supervisor or manager and an employee who has committed an infraction to negotiate an alternative form of corrective action in lieu of traditional discipline, provided that several basic criteria are met. The agreement between the supervisor or manager and the employee is then formalized in a written "Alternative Discipline Agreement," which details all of the terms and conditions used to resolve the situation.

Supervisors are advised to contact their servicing personnel office for assistance as early in the process as possible, and certainly prior to entering into any agreements with an employee.

**3. What are the criteria for considering whether alternative discipline may be appropriate?**

- The employee acknowledges responsibility for the behavior(s) giving rise to the need for corrective/disciplinary action, expresses remorse for such behavior and agrees to not repeat the behavior(s);
- The supervisor or manager determines that alternative discipline has a good probability of preventing further misconduct by the employee;
- The employee agrees to waive all grievance, appeal and/or EEO complaint rights with respect to the particular action. The employee also agrees to waive grievance and appeal rights in connection with the particular instance of misconduct even if traditional discipline is later imposed because the employee fails to fulfill the terms of the alternative discipline agreement. However, an employee may not waive prospective EEO rights; and,
- The use of alternative discipline in cases involving bargaining unit employees must not be precluded by a negotiated agreement. Note: Where a term of an alternative discipline agreement affects a condition of employment of one or more bargaining unit employees (other than the

employee whose conduct is at issue), management is obligated to notify the Union and give it the opportunity to exercise its representational rights.

**4. When is alternative discipline inappropriate?**

- Alternative discipline does not apply to employees serving a trial or probationary period, or a temporary appointment;
- Alternative discipline does not apply to employee misconduct that by statute requires a specific penalty, e.g., a 30-day suspension for the willful misuse of a government-owned vehicle.
- Alternative discipline does not apply in cases involving certain serious infractions, e.g., discrimination, reprisal/retaliation, and sexual harassment;
- Alternative discipline may not apply in certain cases of workplace violence, such as when the employee's continued presence in the workplace would pose a threat to the employee or others.

**5. How does alternative discipline benefit the organization and the employee?**

- Less negative impact on the supervisor/employee relationship: The interactive process of developing an alternative discipline agreement between the supervisor and employee can provide common ground for preserving or repairing the employer-employee relationship, which is frequently negatively impacted after traditional discipline is imposed. The employee can be viewed as an individual who is willing to take responsibility for his/her actions and the supervisor can be viewed as willing to work with the employee and help restore or rebuild a cooperative work relationship. In addition, by actively participating in the process, an employee is more likely to fulfill the expectations agreed to and modify his/her behavior appropriately.
- Productivity of the employee: The organization retains the services of the employee instead of losing productivity in cases where the employee would have served a traditional suspension. There is little or no interruption to the daily flow of work and no need to temporarily inconvenience co-workers who may have to pitch in while an employee is serving a suspension.
- Quicker closure: Because cases resolved by alternative discipline agreements are closed more quickly than traditional cases and because they include waivers of grievance, appeal and complaint rights, the matter is resolved and closed with the signing of the agreement. There are no lingering issues or litigation to disrupt the work of the organization or the relationship between the employee, his/her supervisor and the organization as a whole.

- Addresses the real purpose of discipline: Discipline is meant to be remedial and corrective rather than punitive. Alternative discipline, with its focus on a collaborative, constructive outcome, is truly remedial.
- Time and resource savings: As described more fully in the next section, alternative discipline may be offered at any stage of the disciplinary process. When alternative discipline is used before a traditional penalty has been proposed or decided, a significant savings in time and resources can be realized for the supervisor, the employee and the servicing personnel office. Since the traditional disciplinary process is often a lengthy one, even if alternative discipline is used after a decision has been made, additional time and resources to investigate and defend against complaints, grievances and appeals can be saved since the employee must waive all rights to contest the action.

**6. During what stage(s) of the disciplinary process may alternative discipline be considered?**

Alternative discipline may be initiated instead of traditional discipline at any stage of the traditional process. Supervisors should notify their servicing personnel office prior to taking any action.

Instead of traditional discipline: If the supervisor decides to offer an employee alternative discipline instead of initiating the traditional disciplinary process, the supervisor must first prepare a written memorandum for the employee that identifies: (1) the employee's misconduct; (2) the law, rule, regulation, policy or procedure that was violated; and, (3) the traditional penalty that would have been proposed in the absence of alternative discipline. (See Attachment 1)

The supervisor must provide the employee an opportunity to review the memorandum in order to make an informed choice between traditional and alternative discipline. If the employee chooses alternative discipline prior to the initiation of the traditional disciplinary process, he/she must be informed that in choosing alternative discipline at this stage, he/she waives Chapter 75 due process rights. The alternative discipline agreement must contain an explicit description of these waivers. The employee must also agree that if he/she fails to fulfill any term or condition of the agreement, the traditional penalty identified in the written analysis will be imposed without additional due process, including the right to grieve or appeal. (See Attachment 2)

During the traditional disciplinary process: Alternative discipline may also be offered at any time after the traditional disciplinary process has begun. For example, it may be offered after a notice of proposed suspension or removal has been issued, after the employee's oral and/or written reply to a proposal, or after a decision has been reached. (See Attachment 3)

Both supervisors and employees have the option of terminating the alternative discipline process at any time and proceeding with the traditional disciplinary process.

**7. What are some examples of alternatives to traditional disciplinary penalties?**

There are a number of options that, singly or in combination, may be appropriate as alternatives to traditional penalties. Note that the following list of sample alternatives is not all inclusive and must be approved by the supervisor or manager:

- Donation of annual leave to an approved recipient in the Leave Share Program.
- Leave without pay (LWOP) in lieu of a suspension.
- Incremental suspension, i.e., spread out over a specified period.
- Paper suspension, in which an SF-50 documenting a suspension of a specific number of days is placed in the employee's Official Personnel File, but the employee does not actually serve the suspension. He/she remains in an active duty status, performing work and receiving pay. The SF-50 could be removed from the OPF after an agreed upon period of time, e.g., 2 or 4 years.
- Forfeiture of a benefit for a specific period of time, e.g., forfeiture of the Alternate Work Schedule (AWS) option for three months as an alternative penalty for leave abuse or absence without leave (AWOL) issues.
- Performance of unpaid, off-duty community service related to the offense. For example, instead of a 30-day suspension for drinking alcohol on the job, the employee agrees to perform 120 hours of community service in an alcohol abuse center. This must be documented to ensure that the employee performed the community service work.
- Agreement to seek and actively participate in counseling via the Employee Assistance Program or other approved program to address the misconduct (e.g., a financial counseling program or Alcoholics Anonymous). This must be documented to ensure that the employee attends and participates without violating the employee's privacy.
- Writing, developing and/or presenting a variety of memoranda, instructional guides, training modules, etc., that explains a specific aspect of proper conduct and the potential consequences for violating approved standards.

- Making restitution to either the Bureau or the Department of Interior for monies owed to the government for unauthorized personal long-distance phone calls and credit card charges.

**8. What is the appropriate format for alternative discipline agreements and what standard terms should be included?**

Attachments 2 and 3 are the recommended format for such agreements. They are presented in a commonly used settlement agreement format and clearly delineate the terms agreed to by the supervisor or manager and the employee. Alternative discipline agreements, like settlement agreements, are considered to be contracts between parties. As such, whatever is spelled out in the document frames any future argument as to the meaning of various terms. Therefore, terms should be explicit, particularly those that explain what the employee will do in lieu of traditional discipline and the rights he/she is waiving.

At a minimum, all alternative discipline agreements should include the following:

- A. A description of the misconduct and a statement that the disciplinary analysis resulted in a determination that a specified "traditional" penalty is warranted under formal disciplinary procedures. If alternative discipline is agreed to after initiation of the traditional process, attach the proposal and decision letters, as appropriate, to the agreement.
- B. A statement in which the employee admits that he/she engaged in the improper conduct, recognizes the misconduct was unacceptable, and promises that these acts will not occur again.
- C. A description of the terms and conditions that must be met for the employee to satisfactorily fulfill the agreement. The terms must include the timeframe(s) in which the employee must satisfy the agreement.
- D. A clause addressing the retention period of records associated with the agreement, such as the case file and a copy of the agreement. Five (5) years is the retention period for disciplinary and adverse action files.
- E. A statement in which the employee agrees that if he/she fails to satisfy the terms and conditions of the agreement, the traditional penalty specified in the agreement will be effected immediately.
- F. A statement that the agreement was entered into voluntarily and that the employee had the opportunity to seek the advice of a personal representative.
- G. A statement that the EMPLOYEE agrees to waive any and all rights to appeal, grieve, complain of, or otherwise contest actions relating to or arising out of the misconduct addressed in the alternative discipline agreement. However, the EMPLOYEE cannot waive prospective EEO complaint rights.

- H. A statement that the misconduct addressed in the alternative discipline agreement constitutes an offense and may be used to support any future progressive disciplinary action(s), traditional or alternative.
- I. A statement that the terms and conditions of the agreement are confidential but that they may be shared with parties who have an official need to know.
- J. A statement that the terms and conditions of the agreement are nonprecedential, meaning they are specific to the employee, and may not be cited for comparison purposes in any other case.
- K. If applicable, an acknowledgment that no salary or wage compensation can be requested for any off-duty volunteer service and that such service is not covered by Worker's Compensation.
- L. The signatures of the parties to the agreement. At a minimum, this will include the employee and the supervisor or other management official authorized to enter into such an agreement. It may also include the employee's personal or Union representative.

**9. How do you know when an alternative discipline process has concluded?**

The terms and conditions of the alternative discipline agreement are considered fulfilled when the supervisor or manager determines that the employee has satisfied the terms of the agreement.

When the terms and conditions of the alternative discipline agreement are satisfied, the supervisor or manager must certify this in writing to the employee. See the "Final Disposition" section of the sample alternative discipline agreement.

If the employee is unable to fulfill the terms and conditions of the alternative discipline agreement due to circumstances beyond his/her control, the parties should revise the agreement. For example, an employee would be unable to meet the terms of an agreement if it required the employee to perform 200 hours of community service within a six-month period, but the employee became incapacitated for five or six months due to an automobile accident.

If the employee fails to satisfy the terms and conditions of the agreement, the supervisor or manager will immediately issue a notice of violation to the employee. The notice will inform the employee that the agreement has been breached and the traditional penalty as specified in the agreement will be effected immediately. (See Attachment 4)

Note: For purposes of records management, the supervisor or manager should forward a copy of this notice to the servicing personnel office.

ATTACHMENT 1

SAMPLE OFFER OF ALTERNATIVE DISCIPLINE

MEMORANDUM

TO: [Employee's Name]  
[Employee's Title]

FROM: [Supervisor's Name]  
[Supervisor's Title]

SUBJECT: Offer of Alternative Discipline

This is to advise that I am contemplating taking a traditional disciplinary action of a **[insert action, e.g., one calendar day suspension]** against you for **[insert violation(s) here. Be as descriptive as necessary]**.

Your misconduct was in violation of **[cite the law, rule, regulation, policy or procedure that was violated]**.

I am giving you the option of requesting an alternative form of discipline in lieu of the **[insert action, e.g., one calendar day suspension]**. If you would like to request a meeting to discuss an alternative form of discipline, you must contact me in writing (hardcopy or e-mail) within five (5) workdays of your receipt of this memorandum.

[For a bargaining unit employee state: The meeting will also include your Union representative, if requested, and any other Bureau representative deemed necessary. Your Union representative can assist you in formulating appropriate alternatives to the traditional discipline referenced above.]

If an alternative form of discipline is agreed upon, it will be reduced to writing. If we are unable to agree on an appropriate alternative discipline, I will proceed with the traditional discipline.

For further guidance on alternative discipline, please refer to the USGS Guide to Alternative Discipline, which may be accessed via the USGS intranet.

[For a bargaining unit employee state: At your option, you may furnish a copy of this memorandum to your Union representative.]

\_\_\_\_\_  
Employee Acknowledgement of Receipt

\_\_\_\_\_  
Date

ATTACHMENT 2

SAMPLE ALTERNATIVE DISCIPLINE AGREEMENT  
(PRIOR TO INITIATION OF TRADITIONAL DISCIPLINE)

ALTERNATIVE DISCIPLINE AGREEMENT BETWEEN [EMPLOYEE'S NAME]  
AND [DIVISION/OFFICE]

The PARTIES to this Agreement are [Employee's Name, title, duty station] (hereafter referred to as the EMPLOYEE) and the [Division/Office] (hereafter referred to as USGS).

This Agreement is entered into as an alternative to the initiation of a proposal to [suspend the EMPLOYEE without pay for 3 calendar days based on the EMPLOYEE'S misconduct.] Under the terms of this Agreement, the EMPLOYEE acknowledges that:

[He/she was absent without approved leave (AWOL) for a total of 20 hours during pay periods 21 and 22 of 2000.]

Based on the above, and in consideration of other factors, the USGS has concluded that the issuance of a [proposal to suspend the EMPLOYEE from duty without pay for 3 calendar days is warranted.] Formal disciplinary action procedures include: [the issuance of a letter of proposed suspension; the EMPLOYEE'S opportunity to reply orally and/or in writing to the charges set forth in the proposal; the issuance of a decision based on the proposal and the EMPLOYEE'S oral and/or written response to the charges (including any mitigating factors presented by the EMPLOYEE); and the EMPLOYEE'S right to file a negotiated/administrative grievance regarding the action taken by the USGS.]

However, the PARTIES have agreed to the following as an alternative to the USGS initiating formal disciplinary action procedures:

1. The EMPLOYEE admits that he/she committed the misconduct cited above, recognizes the misconduct was unacceptable, and promises that these acts will not occur in the future;
2. The EMPLOYEE agrees to [donate 24 hours of annual leave to an approved leave donor recipient within 30 days of the date of the last signature on this Agreement and to provide his/her supervisor, [name], with proof that such a donation was made, no later than 10 days after making the donation;]
3. The EMPLOYEE acknowledges that his/her failure to comply with #2 above will result in the automatic imposition of [a 3 calendar day suspension without pay] without [the issuance of a proposal to suspend letter,] an opportunity to reply, [a written decision letter] and the right to grieve the USGS action.

4. The USGS agrees that if the EMPLOYEE fully complies with the condition specified in #2 above, the USGS will not impose the [3 calendar day suspension;]
5. The EMPLOYEE understands that an additional offense of this nature, or any other misconduct on his/her part, may result in a proposal for a more severe disciplinary action, up to and including a proposal to remove the EMPLOYEE from the Federal service. The EMPLOYEE further understands that the misconduct cited in this Agreement may be considered a first offense for purposes of determining any future disciplinary action.
6. The EMPLOYEE understands that this Agreement does not preclude the USGS from initiating and/or taking appropriate action regarding any other misconduct not covered by this Agreement.
7. The EMPLOYEE agrees to waive any and all rights to appeal, grieve, complain of, or otherwise contest actions relating to or arising out of the misconduct addressed in this alternative discipline agreement. The EMPLOYEE may not in any way contest the imposition of traditional discipline arising from a breach of this Agreement; however, he/she may contest a determination that one or more terms of this Agreement has been breached. The EMPLOYEE cannot waive prospective EEO complaint rights.\*
8. The EMPLOYEE understands that this Agreement will be maintained with the disciplinary files in the USGS personnel office for a period of 5 years from the date of the last signature on this Agreement in compliance with Employee Relations record-keeping requirements.
9. The PARTIES understand that this Agreement is not confidential and will be used in any manner necessary to carry out the terms. However, it will be shared only with those who have an official need to know.
10. The PARTIES understand that the terms and conditions of this Agreement are nonprecedential, meaning they are specific to the EMPLOYEE, and may not be cited for comparison to another employee's alternative discipline agreement or traditional disciplinary action.
11. There are no other terms to this Agreement other than those expressly written here.
12. The EMPLOYEE agrees that he/she has had an opportunity to consult with a representative on the terms and conditions of this Agreement and has had an opportunity to clarify any terms or conditions which were not understood by him/her.
13. The EMPLOYEE understands that he/she is fully responsible for any and all attorney's fees related to his/her representation in any part of this matter.

14. The PARTIES understand the terms of this Agreement and willingly enter into it. This Agreement becomes effective upon the date of the last signature of the PARTIES involved.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FINAL DISPOSITION:

The terms and conditions of this Agreement were:

Met

Not Met (see attached violation notice)

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

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\* Note: Where an employee is covered by the Age Discrimination in Employment Act of 1967 (ADEA), as amended, this term should contain an explicit waiver of an ADEA claim under the Older Workers Benefit Protection Act, as outlined in *Oubre v. Entergy Operations, Inc.*, 117 S. Ct. 1466 (1998), regardless of whether the employee has raised the issue. (Although the EEOC has stopped short of requiring this language in agreements where an employee has NOT raised an age discrimination claim, we believe it is prudent based on the wording in *Oubre*.) The following language may be used for this waiver:

Under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, the EMPLOYEE has had 21 days in which to consider the terms and conditions of this Agreement and the right to consult with legal counsel. The EMPLOYEE acknowledges that he/she has been advised by the USGS that he/she should consult with an attorney. The EMPLOYEE has 7 days from the signing of this Agreement to rescind it. If the EMPLOYEE wishes to rescind the Agreement, he/she must notify his/her supervisor of this decision in writing.

ATTACHMENT 3

SAMPLE ALTERNATIVE DISCIPLINE AGREEMENT  
(AFTER TRADITIONAL DISCIPLINE IS INITIATED)

ALTERNATIVE DISCIPLINE AGREEMENT BETWEEN [EMPLOYEE'S NAME]  
AND [DIVISION/OFFICE]

The PARTIES to this Agreement are [Employee's Name, title, duty station] (hereafter referred to as the EMPLOYEE) and the [Division/Office] (hereafter referred to as the USGS).

This Agreement is entered into as an alternative to proceeding with the formal disciplinary process already underway. Under the terms of this Agreement, the EMPLOYEE acknowledges that:

[He/she used a government-owned computer and printer, as well as more than 40 hours of official time, to prepare publicity and marketing materials for a personal business venture. As the supervisor of the staff, he/she is responsible for adhering to proper standards of conduct and for being a positive role model for employees.]

Based on the above, and in consideration of other factors, the USGS initiated formal [adverse] action procedures and, on [date], [issued the EMPLOYEE a notice of proposed suspension for 21 calendar days. The EMPLOYEE submitted a timely written reply to the notice of proposed suspension and, upon consideration of the EMPLOYEE'S acceptance of responsibility for his/her conduct and remorse for damaging the implicit trust placed in him/her as a supervisor, the USGS offered alternative discipline in lieu of completing the traditional disciplinary process, which would include a written decision letter and the opportunity to appeal, grieve, complain of or otherwise contest the final action.]

As a result, the PARTIES have agreed to the following as an alternative to the USGS completing formal adverse action procedures:

1. The EMPLOYEE admits that he/she committed the misconduct cited above, recognizes the misconduct was unacceptable, and promises that these acts will not occur in the future.
2. The EMPLOYEE agrees to [make restitution in the amount of \$1050.00 (the equivalent of one week's gross salary) within 90 days of the date of last signature on this Agreement and to provide his/her supervisor, [name], with proof that such a restitution was made, no later than 15 days after making the final restitution payment. Payment will be made to the USGS' finance office at [address].]
3. The EMPLOYEE agrees to [perform 40 hours of off-duty, unpaid community service with a public service organization, such as Public Television, within 90

days of the date of the last signature on this Agreement. The EMPLOYEE agrees to provide the supervisor with proof that the community service was completed.]

4. The EMPLOYEE agrees to [write and transmit an anonymous e-mail to all USGS employees at his/her location reiterating the standards of conduct with respect to his/her misconduct and describing the possible consequences of misconduct of this nature. The USGS agrees to provide necessary support to enable an anonymous e-mail to be sent. This e-mail will be sent within 14 days of the date of the last signature of this AGREEMENT.]
5. The EMPLOYEE acknowledges that his/her failure to comply with #2, #3 and #4 above will result in the automatic imposition of [a 21 calendar day suspension without pay] without [a written decision letter and] the right to appeal the USGS' action.
6. The EMPLOYEE understands that an additional offense of this nature, or any other misconduct on his/her part, may result in a proposal for more severe disciplinary action, up to and including a proposal to remove him/her from the Federal service. The EMPLOYEE further understands that the misconduct cited in this Agreement, as well as the resulting Agreement, may be cited as a first offense in determining any subsequent disciplinary or adverse action.
7. The EMPLOYEE understands that this Agreement does not preclude the USGS from initiating and/or taking appropriate action regarding any other misconduct not covered by this Agreement.
8. The EMPLOYEE agrees to waive any and all rights to appeal, grieve, complain of, or otherwise contest actions relating to or arising out of the misconduct addressed in the alternative discipline agreement. The EMPLOYEE may not in any way contest the imposition of traditional discipline arising from a breach of this Agreement; however, he/she may contest a determination that one or more terms of this Agreement has been breached. The EMPLOYEE cannot waive prospective EEO complaint rights.\*
9. The EMPLOYEE understands that this Agreement will be maintained with the disciplinary files in the USGS Employee Relations office for a period of 5 years from the date of the last signature on this Agreement in compliance with Employee Relations record-keeping requirements.
10. The PARTIES understand that this Agreement is not confidential and will be used in any manner necessary to carry out the terms. However, it will be shared only with those who have an official need to know.
11. The PARTIES understand that the terms and conditions of this Agreement are nonprecedential, meaning they are specific to the EMPLOYEE, and may not be cited for comparison to another employee's alternative discipline agreement or traditional disciplinary action.

12. There are no other terms to this Agreement other than those expressly written here.
13. The EMPLOYEE agrees that he/she has had an opportunity to consult with a representative on the terms and conditions of this Agreement and has had an opportunity to clarify any terms or conditions which were not understood by him/her.
14. The EMPLOYEE understands that he/she is fully responsible for any attorney's fees related to his/her representation in any part of this matter.
15. The PARTIES understand the terms of this Agreement and willingly enter into it. This Agreement becomes effective upon the date of the last signature of the PARTIES involved.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FINAL DISPOSITION:

The terms and conditions of this Agreement were:

Met

Not Met (see attached violation notice)

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\* Note: Where an employee is covered by the Age Discrimination in Employment Act of 1967 (ADEA), as amended, this term should contain an explicit waiver of an ADEA claim under the Older Workers Benefit Protection Act, as outlined in *Oubre v. Entergy Operations, Inc.*, 117 S. Ct. 1466 (1998), regardless of whether the employee has raised the issue. (Although the EEOC has stopped short of requiring this language in agreements where an employee has NOT raised an age discrimination claim, we believe it is prudent based on the wording in *Oubre*.) The following language may be used for this waiver:

Under the Age Discrimination in Employment Act and the Older Worker=s Benefit Protection Act, the EMPLOYEE has: 21 days in which to consider the terms and conditions of this Agreement and the right to consult with legal counsel. The EMPLOYEE acknowledges that he/she has been advised by the USGS that he should consult with an attorney. The EMPLOYEE has 7 days from the signing of this Agreement to rescind it. If the EMPLOYEE wishes to rescind the Agreement, he/she must notify his/her supervisor, in writing, of this decision.

ATTACHMENT 4

SAMPLE NOTICE OF VIOLATION OF ALTERNATIVE DISCIPLINE AGREEMENT

TO: Name of Employee  
Title  
Organization  
Location

FROM: Name of Supervisor/Deciding Official  
Title  
Organization  
Location

This is notice that you violated/failed to fulfill a condition of the Alternative Discipline Agreement, dated \_\_\_\_\_, in which you agreed to:

[Donate 40 hours of annual leave to an approved recipient of the leave donor program by [date]. [Describe all terms and/or conditions violated/not fulfilled.]

You failed to comply with your agreement to complete this item as an alternative to your [being suspended from duty and pay for [ ] calendar days.] You did not make a good faith attempt to complete this item, nor did you come to me to discuss any reasons for your noncompliance.

In accordance with the terms of the Agreement, you will be [suspended from duty without pay for [ ] calendar days beginning [date] and will return to duty on [date].] The personnel documents reflecting this action will follow.