

October 28, 1993

Mr. Richard Lindsay
Director
Grievance Department
AFSCME Council 13
4031 Executive Park Drive
Harrisburg, PA 17111-1599

Dear Mr. Lindsay:

In accordance with the provisions of Article 28, Section 7 and Recommendation No. 28, Section 8, AFSCME and the State System of Higher Education agree to implement an Experimental Alternative Discipline (EAD) program beginning January 1, 1994. It is understood that the tenets of Article 28, Section 1 and Recommendation No. 28, Section 1 regarding just cause shall continue to apply. Appeal procedures will not be affected by this program.

The EAD will be applied to situations involving time and attendance and/or poor work performance problems. The following guidelines will be used in determining the areas of applicability:

1. Time and Attendance: Habitual or patterned problems with absenteeism; lateness or repeated emergency absences.
2. Poor Work Performance: Continued substandard performance in the work product as it relates to quality, quantity or accuracy.

The EAD will differ from the traditional progressive disciplinary steps by replacing suspensions without pay with the following:

1. Level 1 Letter: Signed by the university president or designee, this letter will identify the employee's attendance or work performance problem, alert the employee that the continuation of this problem will result in more severe disciplinary action, and identify the employee's appeal rights. The union will be provided with a copy of this letter.

This letter will clearly state that this action is in lieu of the traditional suspension without pay but has the effect of such a suspension.

2. Level 2 Letter: Signed by the university president or designee, this letter will identify the employee's attendance or work performance problem, alert the employee that this is his/her final notice and advise that failure to correct this problem will result in termination. The employee's appeal and rights will be identified. The union will be provided with a copy of this letter.

This letter will clearly state that this action is in lieu of the traditional final suspension without pay that would precede discharge but has the effect of such a suspension.

Copies of all Level 1 and Level 2 letters issued to employees covered by this program will be sent to District Council 13's Grievance Department Director.

Prior to the initiation of the EAD, a meet and discuss at each university will be held for the purpose of developing a means of notifying all bargaining unit employees, and managers/supervisors of the program's outline and application.

In those situations where it is believed that an employee has a problem with substance abuse, and that employee has not availed themselves of SEAP, the Employer may choose to discontinue use of the EAD with that employee. Under such situations, the local union will be notified in advance of the Employer's decision.

After the EAD becomes effective, either party may end their participation by notifying the other in writing of a desire to terminate. If said notification is given, this agreement will expire thirty (30) calendar days after the date of notification.

In order to indicate your concurrence with the above, please sign below and return an endorsed copy to this office.

Sincerely,

Frank C. Gerry
Director of Labor Relations

Richard Lindsay Date
AFSCME Council 13

c: Support Labor Relations Coordinators
Gerald A. LeClaire