

STATE OF NEW YORK
TIME & ATTENDANCE DISCIPLINE

CIVIL SERVICE EMPLOYEES ASSOCIATION

-and-

STATE OF NEW YORK

[REDACTED]

GRIEVANT: [REDACTED]

CASE NO. [REDACTED]

CONSENT AWARD

Introduction

On October 13th, 2016, a Time & Attendance Disciplinary hearing was conducted at the [REDACTED] before the undersigned Permanent Umpire in regard to a Notice of Discipline, dated August 4th, 2016, concerning [REDACTED]. Appearing for the State were Human Resource Specialist [REDACTED] attended the hearing and was represented by Carisa Guild of CSEA Inc., accompanied by Local CSEA [REDACTED].

The Notice of Discipline

[REDACTED] is charged with twenty (26) counts of unscheduled/unauthorized leave for the period beginning September 2nd, 2015, through June 22nd, 2016. The State's recommended penalty is a [REDACTED] eight (8) week suspension and/or its equivalent.

Discussion

Prior to the beginning of the hearing the respective advocates along with the Umpire discussed alternative penalties short of the recommended penalty. After considerable dialogue, Labor and

Management agreed to substantial terms, however, requested that those terms be reflected in the Umpires written Consent Award. Therefore, I submit the following.

Findings/Disposition

1. The charges contained in the Notice of Discipline dated August 4th, 2016, are sustained in their entirety

2. [REDACTED] shall receive a fine equivalent to four (4) weeks pay of which two (2) weeks pay shall be deducted by way of fifty (50) dollar increments through successive bi-weekly payroll periods. The remaining two (2) weeks pay shall be held in abeyance for twelve (12) months at which time [REDACTED] shall be subject to a twelve (12) month **monitoring period** effective October 14th, 2016, and subject to the following terms and conditions;

a) [REDACTED] shall not have any instances of **unauthorized** absence (further defined on page three (3) of this award).

b) No more than three (3) instances of **unscheduled** absence in any three (3) month period (further defined on page three (3) of this award).

c) [REDACTED] shall provide **Acceptable Medical Documentation** (further defined on pages three (3) and four (4) of this award) for any and all unscheduled leave.

d) Any and all FMLA absences shall not be made part of this penalty, and shall be in accordance with Federal guidelines and statutes, however, medical requirements concerning the approval for FMLA shall be strictly interpreted and enforced by the Employer.

3. Failure to successfully complete the monitoring period shall be cause to deduct the remaining two (2) weeks pay by way of fifty (50) dollar increments through successive bi-weekly payroll periods.

a) Successful completion of the monitoring period shall result in the forgiveness of the remaining two (2) weeks pay.

b) Any and all subsequent unscheduled/unauthorized absences that occurred after the last specifications listed in the charges, (6/22/16) shall be made part of this penalty.

4. **The conditions outlined in two (2) and three (3) may be waived when, in the sole judgment of the Employer, it is determined that [REDACTED] could not have reasonably anticipated the need to incur an unscheduled and/or unauthorized absence.**

5. Any and all absence(s), greater than ten (10) days (other than those days provided in # 2 (b) above) during the monitoring period, may, at the sole discretion of the Employer, cause an extension of the monitoring period by the same number of days exceeding ten (10).

6. For purposes of this penalty, **“UNSCHEDULED ABSENCE”** is defined as an absence of one (1) day, or consecutive days caused by the same illness, not to exceed three (3) days, unless otherwise approved by the Employer.

7. For purposes of this penalty, **“UNAUTHORIZED ABSENCE”** is defined as an absence of a day where [REDACTED] is absent due to personal illness or injury, but either:

a) Fails to follow call-in procedure.

b) Fails to provide **ACCEPTABLE MEDICAL DOCUMENTATION**.

***ACCEPTABLE MEDICAL DOCUMENTATION** is defined as a documentation obtained from a hospital, clinic, doctor, nurse, therapist, or other health care provider that...

- a) Indicates that [REDACTED] was actually seen by the health care provider during the absence.
- b) Contains a diagnosis in accordance with the collective bargaining agreement.
- c) Reflects the entire length of the absence.
- d) Indicates an expected date to return to work.
- e) Is signed by the health care provider.

Such documentation must be provided **immediately** upon return to work, to the office of **Human Resources**.

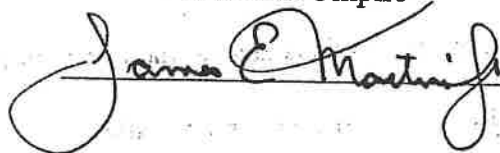
* Terms expressed in #6 and #7 of this decision do not serve to deviate or abrogate from existing Employer policies and/or procedures, however, serves as a basis of expectations and requirements to successfully complete the monitoring period.

Dated October 14th, 2016

Albany, New York

James E. Martin Jr.

Permanent Umpire

A handwritten signature in black ink that reads "James E. Martin Jr." The signature is written in a cursive style with a large initial "J" and a long horizontal stroke at the end.