

LAST CHANCE AGREEMENT - 1199

THE FOLLOWING CONSTITUTES A LAST CHANCE AGREEMENT BETWEEN

(EMPLOYEE NAME) _____, DISTRICT 1199, SEIU AND

THE (AGENCY) _____

IN CONJUNCTION WITH THE DEPARTMENT OF ADMINISTRATIVE SERVICES, HUMAN RESOURCES
DIVISION, OFFICE OF COLLECTIVE BARGAINING.

THE DEPARTMENT AGREES TO:

THE EMPLOYEE AGREES:

IT IS AGREED BY ALL OF THE PARTIES THAT IF THE EMPLOYEE VIOLATES THE LAST CHANCE
AGREEMENT, OR IF THERE IS CONTINUED VIOLATION OF (_____);
THE APPROPRIATE DISCIPLINE SHALL BE TERMINATION FROM HIS POSITION. THE DEPARTMENT
NEED ONLY PROVE THAT THE EMPLOYEE VIOLATED THE ABOVE AGREEMENT(S)/RULE(S). THE
ARBITRATOR SHALL HAVE NO AUTHORITY TO MODIFY THE DISCIPLINE. ALL PARTIES
ACKNOWLEDGE THE WAIVER OF THE CONTRACTUAL DUE PROCESS RIGHTS TO THE EXTENT
STATED ABOVE.

THIS LAST CHANCE AGREEMENT IS IN FORCE AND EFFECT FOR TWO YEARS FROM THE DATE OF THE GRIEVANT'S SIGNATURE ON THIS AGREEMENT. THE AGREEMENT SHALL BE EXTENDED BY ANY PERIODS OF LEAVE IN EXCESS OF 14 DAYS INCLUDING, BUT NOT LIMITED TO, VACATION, PERSONAL LEAVE, SICK LEAVE, DISABILITY, AND WORKERS' COMPENSATION.

AUTHORIZING SIGNATURES:

_____ (Employee)	DATE _____
_____ (For the Union)	DATE _____
_____ (For the Employer)	DATE _____
_____ (For the Office of Collective Bargaining)	DATE _____

12/14/04