

MEMORANDUM

TO: _____

FROM: _____

DATE: July 8, 2003

RE: Counseling and Discipline Agreement

This memorandum, when signed by you, the Union, and the City of _____ (hereinafter the "City") will be a binding agreement documenting the terms and conditions we have discussed and agreed upon regarding your employment.

We have agreed that your continued use of alcohol and the problems associated with such use have impaired your ability to undertake adequately the job-related responsibilities of any employment with the City and that such impairment is likely to continue unless and until you stop abusing alcohol on a permanent basis. As we have discussed, these problems include absences from work, untruthfulness, and the potential loss of respect on the part of other employees and the community. Your abuse of alcohol is likely to prevent you from achieving the full measure of your potential as an employee of the City, to the detriment of both you and the City. We therefore mutually agree that you will no longer abuse alcohol nor become legally intoxicated and, to accomplish that goal, we further agree to the following specific points:

1. Effective immediately, you will actively participate as a patient of a reputable alcohol abuse treatment center approved by the City (hereinafter referred to as the "Treatment Center") for whatever period of time and in whatever status, whether inpatient or outpatient, as may be recommended by the Treatment Center. You further specifically agree that your continued abuse of alcohol will impair your ability to undertake adequately your job-related responsibilities and you therefore agree to stop abusing alcohol on a permanent basis.
2. Following your final discharge as a patient of the Treatment Center, you will participate (or, if appropriate, continue to participate) in whatever follow-up program, such as Alcoholics Anonymous or a similar program, the Treatment Center may recommend.
3. In connection with the commencement of the treatment program, and during the term of any follow-up program, you will promptly execute and deliver to each

Treatment Center approved under Paragraph 1, and each follow-up program recommended under Paragraph 2, such informed consent documents (including renewals) as may be necessary or desirable to permit full discussion, periodic reports, and full disclosure from your medical and other treatment of all progress in that program. All such informed consent documents shall provide for discussion and disclosure of all such information to _____, who shall preserve the confidentiality of such documents.

4. Throughout the term of this Agreement, you will be required, and, as a condition of your employment, you hereby agree, to comply strictly with all of the provisions of this Agreement and with all the requirements established by each Treatment Center approved under Paragraph 1 and each follow-up program recommended under Paragraph 1. You therefore understand, acknowledge, and agree that, during the term of this Agreement, your employment will be immediately terminated if any such Treatment Center or program advises the City that you have not complied strictly with all of its requirements; if you otherwise abuse alcohol or become legally intoxicated; if you use or appear to be under the influence of alcohol while you are on the City's premises; or if you fail to comply with any other provision of this Agreement, including, but not limited to, your failure to execute and deliver any informed consent document referred to in Paragraph 3, your revocation of any such informed consent document, and your failure or refusal to submit to random alcohol testing as set forth in Paragraph 5.
5. Your continued employment is contingent upon your demonstrating to the satisfaction of the Treatment Center and the City that you have achieved and will maintain sobriety throughout the remainder of your employment. To demonstrate your commitment to that goal, you hereby agree to submit to random alcohol testing during the remainder of your employment, notwithstanding any earlier termination of the other provisions of this Agreement.
6. You and the Union understand, acknowledge, and agree that, in the event of any conflict between this Agreement and any applicable collective bargaining agreement between the City and the Union, this Agreement will control and supersede any contrary provision of such collective bargaining agreement. You further understand, acknowledge, and agree that you remain subject to all of the City's standard personnel policies and practices and the provisions of all applicable collective bargaining agreements between the City and the Union except to the extent the same may be superseded by this Agreement.
7. This Agreement takes effect on the date of execution and, unless sooner terminated by either party, will remain in effect for two years from such effective date, except for the alcohol testing provisions of Paragraph 5, which shall remain in effect throughout your employment with the City. You understand and acknowledge that any earlier termination by you of this Agreement, any failure or refusal by you to abide by any obligation imposed on you pursuant to this Agreement, or any repudiation by you of any obligation imposed on you pursuant

to this Agreement will result in the immediate termination of your employment.

8. Notwithstanding any provision of any applicable collective bargaining agreement between the City and the Union during the term of this Agreement, but subject to the reservations of rights set forth in Paragraph 8.b.
 - A. You and the Union voluntarily accept a 10 day suspension without pay for the misconduct discovered in the course of the department's recent investigation. Further, you specifically waive any and all rights you have or may have to file or process any grievance with respect to:
 - 1) Any of the conduct that led to the imposition of the 10-day disciplinary suspension;
 - 2) The reasonableness or appropriateness of such 10-day suspension;
 - 3) The reasonableness or appropriateness of this Agreement or any provision of this Agreement;
 - 4) Any disciplinary or discharge action taken against you by the City based on your failure to comply strictly with any requirements set by the Treatment Center referred to in Paragraph 1, or by a follow-up program referred to in Paragraph 2; and
 - 5) Any disciplinary or discharge action taken against you by the City based on your failure to comply with any other provision of this Agreement, including, but not necessarily limited to, your failure or refusal to execute or deliver any informed consent document referred to in Paragraph 3, your revocation of any such informed consent document, and your failure or refusal to submit to random alcohol testing as set forth in Paragraph 5.
 - B. We mutually understand and agree that you and the Union do not waive the right to file or process any grievance limited to the issue of whether any failure or refusal to comply or other incident(s) or violation(s) referred to in Subparagraphs (4) or (5) actually occurred, and that you and the Union reserve your rights to file or process any grievance with respect to such limited issues.
9. By signing this Agreement, you and the Union acknowledge that you have read this entire Agreement and understand its contents. You and the Union further acknowledge that you are signing this Agreement as your free and voluntary choice after having been given the opportunity to consider all alternative courses of action and to consult with any advisers of your choice.

CITY OF _____

By: _____

Date: _____

I have read and received a copy of this Agreement, and I understand and agree to all the terms and conditions set forth above.

(name)

Date: _____

The Union, acting through its duly authorized representative, has read and received a copy of this Agreement, and understands and agrees to all the terms and conditions set forth above.

Authorized Union Representative

By: _____

Date: _____