



## SAMPLE LAST CHANCE AGREEMENT

**Employee Name (Employee's Last Name)**, Union Name (Union) and the City of (City Name), for mutual consideration, the adequacy of which they each acknowledge, hereby enter into this Last Chance Agreement, and agree as follows:

1. As an alternative to the City seeking **Employee's Last Name** discharge for (e.g., conduct unbecoming a (Job Title), excessive absenteeism, unsatisfactory performance), **Employee's Last Name**, the Union and the City have agreed to enter into this Last Chance Agreement as a full, final and complete settlement of this matter.
2. **Employee's Last Name** will receive a suspension without pay for twenty (20) work days. During the period of suspension, **Employee's Last Name** is not eligible to work overtime. In addition, **Employee's Last Name** will be demoted from (Current Job Title) to a (New Job Title) at the (list wage rate, e.g., top step of the wage scale).
3. **Employee's Last Name** and the Union waive their respective rights to grieve or otherwise challenge the disciplinary suspension and demotion specified in paragraph 2 above under the Labor Agreement between the City and the Union, City's Personnel Policy or any other applicable appeal procedure. **Employee's Last Name** and the Union agree to dismiss with prejudice the grievance filed on behalf of **Employee's Last Name** contesting his/her discharge. **Employee's Last Name** understands that as a veteran he/she would be entitled to notice, and if requested within sixty (60) days, a hearing under the Veterans Preference Act (Minn. Stat. 197.46), to appeal this disciplinary action. **Employee's Last Name** waives his/her right to a hearing under the Veterans Preference Act.
4. This Last Chance Agreement is not precedent setting and may not be cited as precedence or referenced in future disciplinary matters involving members of the bargaining unit other than **Employee's Last Name**.
5. The discipline specified in paragraph 2 above and the other terms of this agreement provide **Employee's Last Name** with a "last chance" to correct his/her behavior. **Employee's Last Name** and the Union agree that the terms as set forth in this Last Chance Agreement are reasonable conditions for **Employee's Last Name** to comply with in order for him/her to save his/her job and continue his/her employment as a (Job Title) with the City. **Employee's Last Name** and the Union acknowledge and agree that if **Employee's Last Name** engages in any of the following conduct or fails to comply with or complete any one of the requirements specified below it constitutes "just cause" for his/her discharge from City employment and under the Veterans Preference Act.

- A conviction or failure to report an arrest for driving under the influence of alcohol/drugs for an offense that is committed after the effective date of this Last Chance Agreement.
  - A conviction or failure to report an arrest for any other offense that is committed after the effective date of this Last Chance Agreement where alcohol or drug use was a contributing factor.
  - **Employee's Last Name** is required to complete a chemical dependency evaluation by a qualified chemical dependency counselor. **Employee's Last Name** must successfully complete any and all treatment and aftercare recommendations made by the counselor and/or treatment program. **Employee's Last Name** agrees to sign the necessary releases that will allow his/her chemical dependency counselor or treatment program to share information with the City verifying that **Employee's Last Name** is complying with his/her treatment or aftercare requirements.
  - Refusing to submit to unannounced drug/alcohol tests to be conducted during the period **Employee's Last Name** is undergoing the chemical dependency evaluation and any recommended treatment program and for two (2) years following the completion of any prescribed treatment program.
  - Refusing to submit to a requested drug/alcohol test if management at the City has a reasonable suspicion to believe **Employee's Last Name** is under the influence of drugs or alcohol while on duty or reporting for duty.
  - Refusing to submit to a random drug/alcohol test. *(Note: This provision should be used only for safety sensitive positions).*
  - Testing positive for drugs or alcohol as a result of an unannounced, random or reasonable suspicion drug/alcohol test.
  - Any act of misconduct or gross misconduct as specified in City Personnel Policy (attached).
6. **Employee's Last Name** will be placed on a Performance Plan for the first six (6) months following his/her return to work after his/her suspension and will be required to achieve an overall rating of Fully Contributing (3) during this period.
7. **Employee's Last Name** agrees and understands that regular attendance in his/her position is important. **Employee's Last Name** is required to notify his/her supervisor prior to 8 a.m. each scheduled work day if he/she will not be reporting to work that day for all or any part of his/her scheduled work hours, including the reason for his/her absence from work. Failure to do so will result in immediate termination.
- Absences from work for any reason not related to illness or medical/dental care or treatment shall not exceed four (4) work days (32 hours) in any "rolling" twelve (12) month period. Approved leave as allowed under the Labor Agreement or City Personnel

Policy (paid or unpaid); legally protected leave such as leave under the Family Medical Leave Act (FMLA); and absences due to illness or medical/dental care or treatment of himself or child(ren) supported by a note from the appropriate medical provider excusing **Employee's Last Name** absence from work shall not be counted as an "absence from work for reasons not related to illness or medical/dental care or treatment." **Employee's Last Name** agrees and understands that he/she is required to provide the necessary documentation from the appropriate medical provider that supports his/her absence from work if requested to do so by his/her supervisor.

- **Employee's Last Name** agrees and understands that arriving to work on time and not leaving work early is important. Incidences of arriving late to work (more than five minutes beyond his/her scheduled start time) or leaving work early without permission or approval from **Employee's Last Name** supervisor shall not exceed five (5) such incidences in any "rolling" six (6) month period. Failure to arrive at work on time due to inclement weather or other events beyond **Employee's Last Name** control shall not be counted as an incidence of tardiness.
8. **Employee's Last Name** acknowledges and agrees that he/she has received full, fair, and adequate representation from his/her Union and its Business Agent, **Business Agent's Name**, throughout this matter and that **Employee's Last Name** and the Union enter into this Last Chance Agreement knowingly and voluntarily. The rule of construction of interpreting a contract against its drafter will not apply to this Last Chance Agreement.

Dated: \_\_\_\_\_

\_\_\_\_\_  
*(City Manager, Mayor, City Administrator)*

\_\_\_\_\_  
**Employee's Name**

\_\_\_\_\_  
*(HR Director, City Clerk, Department Head)*

\_\_\_\_\_  
**Business Agent's Name**  
Business Agent  
(Union Name)

*Special thanks to the Hennepin County Labor Relations Department for permission to use this sample Last Chance Agreement. It has been modified slightly for use by cities. As with any legal document, the League of Minnesota Cities strongly advises cities to seek legal advice in drafting such an agreement with any employee.*