COCE ADDENDUM

The signatory parties agree to the following conditions in final resolution of the *Name/Nature of the Offense* exhibited by *Employee Name*, at *Agency Name.*

1. Contingent on the signed acceptance of this agreement and the attached COCE, *Employee Name* will not be discharged from employment; he/she will receive a Final Warning for *Name/Nature of the Offense.*

2. The parties hereby agree that should *Employee Name* commit any similar infractions while under the COCE, the *Agency Name* shall have the exclusive authority to determine:

1. whether or not any provision of this agreement has been violated; and
2. the appropriate penalty for any such violation.

3. The parties further agree that neither *Employee Name* nor the Union shall have recourse to file an appeal through the grievance procedures to protest the level of discipline imposed as a result of violating the COCE. However, while it is agreed that the level of discipline is not grievable, either *Employee Name* or the Union may file a grievance regarding the non-compliance of the terms and conditions of the COCE. Furthermore, if a grievance, appeal, or other administrative or legal action is filed protesting the non-compliance of the COCE, the grievant agrees that appropriate management staff shall have access to the grievant’s medical records that are related to the COCE.

4. The parties further agree that if during the follow-up phase of the COCE SEAP determines that *Employee Name* should participate in additional services, *Employee Name* will be removed from the follow-up phase and returned to treatment, and will be subject to a new one year follow-up period when he/she is discharged from this additional treatment.

5. The parties agree that this agreement resolves all issues related to the above listed offense committed by *Employee Name* and is without prejudice to the contractual rights of either party, and shall set no precedent for any further incidents.

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 Labor Relations Coordinator Date

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 Union Representative Date

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 Employee Date