

LAST CHANCE AGREEMENT

Drug & Alcohol Policy Violation

EMPLOYEE:

EMPLOYER:

VIOLATION DATE:

PROBATION BEGINS:

POSITION: ☐ DOT☐ NON-DOT**DUAL PURPOSE LAST CHANCE AGREEMENT for D.O.T. Regulated & Non-Regulated Employees**

DOT Regulated & Non-Regulated requirements apply to all employees, regardless of regulatory status.

| D.O.T. MINIMUM REQUIREMENTS

DOT RULES ADOPTED AS POLICY FOR ALL EMPLOYEES

- 1 **Removed From Duty.** I will not perform DOT safety-sensitive or Non-DOT safety-related job functions, until cleared to resume such duties by a qualified Substance Abuse Professional (SAP).
- 2 **S.A.P. Assessment and Treatment.** I will obtain an written evaluation by a qualified Substance Abuse Professional (SAP) found at www.saplist.com, complete all the prescribed education/treatment, and undergo SAP re-evaluation.
- 3 **S.A.P. Return To Duty Authorization.** Before returning to any safety-sensitive or safety-related job functions, I must obtain the S.A.P. written approval, before submitting to a directly observed Return To Duty Drug & Breath Alcohol Test.
- 4 **Unannounced Follow-Up Testing.** I will comply with the SAP plan and aftercare, including at submission to at least six unannounced Drug & Breath Alcohol Tests in the first 12 months after returning to duty. The SAP can indicate more testing, as may be needed to ensure your fitness for duty. All Follow-Up Drug Testing will be directly observed.
- 5 **Employer's Discretion.** I will return the SAP Initial Evaluation, Follow-Up Evaluation and cause the Follow-up Testing plan to forward to my employer and it's C/TPA: Forensic Drug Testing Services, Inc. upon SAP release. I understand my employer will review these documents then decide if employee reinstatement is permitted.

| ADDITIONAL COMPANY REQUIREMENTS

ADDITIONAL NON-DOT COMPANY POLICY MANDATES

- 6 **Additional Testing.** I understand the Company may, under it's own independent authority, impose more testing than the SAP Follow-Up Testing Plan dictates. For example, the Company may elect to test via D.O.T. Urine & Non-DOT Hair.
- 7 **Additional Follow-Up Testing.** I understand the Company may, under it's own independent authority, impose more testing than the SAP Follow-Up Testing Plan dictates. As such, the Company will require a minimum of **two-years** of directly observed follow-up Drug & Breath Alcohol Testing, as a condition of this agreement. **The SAP may require more.**
- 8 **Probationary Period.** I understand that my continued employment is conditioned upon my ongoing compliance with this LCA, the Companies Drug Prevention & Employee Testing Policy and all other Policies for a period of **60 months**. Any additional violations of said Policies will result in my immediate termination, This is truly your "*last chance*".
- 9 **At-Will Employment.** I understand this document is not an employment contract. Employment is considered "at-will" and can be terminated by the employer or employee at anytime, with or without cause.

EMPLOYEE ACKNOWLEDGMENT

My policy violation may warrant termination. I request this last-chance opportunity, understand that reinstatement is not guaranteed, and agree to the applicable terms of this Last Chance Agreement as a condition of continued employment.

Employee signature / date

Employer authorized signature / date