



LAST CHANCE AGREEMENT

Department of Transportation Regulated Employee



EMPLOYEE NAME:

S.S.N.:

Company Name:

Today's Date:

I acknowledge and agree that I knowingly reported to work, while in violation of the Federal Department of Transportation Controlled Substances and Alcohol misuse Regulations and the Company's Substance Abuse Prevention Policy. I also acknowledge that my actions should have resulted in my immediate termination from employment. However, instead of termination, I've asked my employer to give me one last chance, so I could seek my own help through a DOT qualified Substance Abuse Professional (SAP). If my employer agrees to allow this one last chance, I promise to do all the following "Conditions of Continued Employment" listed below or face immediate termination. These tasks will be at my sole expense.

Employee Conditions of Retention:

➤ **REMOVAL FROM DUTY:**

The above employee will be removed from all "Safety-Related" and "Safety-Sensitive" duties, until cleared to resume such duties by the Company approved Substance Abuse Professional (SAP). In no instance shall this employee be permitted to resume Non-Safety duties until a period of no less than 7 calendar days has lapsed, starting from today's date. The employer, under its own authority, may extend this removal from duty for up to 30 days, if it is deemed appropriate. A BAC reading of .04% or higher is treated in the same manner. This violation will also be reported to the FMCSA Drug & Alcohol Clearinghouse within 48 hours. If the violation was due to a confirmed breath alcohol test reading of .01-.039%, the removal from duty will be for no less than 24 hours.

➤ **SUBSTANCE ABUSE PROFESSIONAL EVALUATION:**

The employee must make contact and schedule an "initial evaluation" with the S.A.P. within 48 hours of the issuance of this LCA. Failure to do so, will be a violation of this LCA and immediate termination will occur. D.O.T. qualified Substance Abuse Professionals (SAP) may be located online at: www.saplist.com or <http://www.naadac.org/sap-directory>. The employee will be solely responsible for locating a DOT qualified S.A.P. to fit his or her needs and will be solely responsible for any and all fees associated with these services.

➤ **RETURN TO DUTY:**

Once the Employee is removed from duty, he/she will **not** be allowed to return to work for the Company until a written "Return to Duty Clearance Letter" & "Follow-Up Treatment Plan" is received by the employer directly from the Substance Abuse Professional's office. There are no exceptions to this federal regulation. Once the SAP authorizes the employee to resume "Safety-Sensitive" or "Safety-Related" duties, the employee will be required to report to FORENSIC Drug Testing Services, Inc. to provide a Return to Duty Drug & Breath Alcohol test. The employee may not resume duty, until a "Negative" (Drug Free) test result is provided to the employer by FDTSI. If the employee provides a sample that is reported by the lab as Dilute, Out of Temperature, Invalid or as anything other than "Negative", the employee may be terminated. Your return to duty testing will be conducted under same-sex direct observation, which means the sample collector will be in the restroom with you, watching your urine leave your body into the sample cup. If this process is acceptable to you, we are prepared to offer you an opportunity to return to work, conditioned upon your results of the Return to Duty test. As such, you are required to submit to your direct observation Return to Duty test at: **FORENSIC Drug Testing Services, Inc. (760) 770-6068**

➤ **FOLLOW-UP DIRECT OBSERVATION TESTING*:**

Once the employee is returned to duty, the Employee must then submit to series of unannounced, directly observed, drug & breath alcohol follow-up testing, which may consist of urine, hair, fingernail or any other test(s) required by the S.A.P. The Company, under its own authority, will require the following, at a minimum, over the next two years:

- **FOUR (4) URINE & BREATH Tests for months 1-3;**
- **THREE (3) URINE & BREATH Test for month 4-6;**
- **TWO (2) URINE & BREATH Tests for month 7-12;**
- **ONE (1) URINE & BREATH Test for months 13-24.**

EMPLOYEE AGREEMENT

I understand that this is a life changing agreement that I have agreed to make and it will never expire, during my employment with the Company. Finally, I agree to perform all the above listed tasks and to remain drug & alcohol free at all times, while employed. I agree to perform all my required job duties in an exemplary manner, which includes reporting to work on time and adhering to all Company policies. I also understand that I will be terminated should I test "Positive", "Substituted", "Adulterated" or "Dilute" on any of my future tests.

Employee Signature: _____

Supervisor Signature: _____

Date: _____