

ACTIONS INVOLVING OR FOLLOWING TESTING INCLUDING ADMINISTRATION
OF DISCIPLINARY ACTION.

1. Last Chance Agreement.
 - a. The first time a regular full-time or part-time employee tests positive for drugs and/or alcohol (an alcohol concentration of .05 or higher), an employee shall be given the opportunity to accept a "Last Chance" Agreement. During the term of the Agreement, if an employee fails to comply with any of its provisions or tests positive for drugs and/or alcohol, the employee's employment shall be terminated. Employees shall be given the opportunity to accept and fulfill the terms of a "Last Chance Agreement" only once during their employment with the City. The employment of employees who fulfill the terms of the Agreement and then subsequently test positive for drugs and/or alcohol shall be terminated.
 - b. If an employee refuses to accept the Agreement offer, the employee's employment will be terminated.
2. Exceptions:
 - a. Employees who are involved in a situation which results in:
 - (1) A fatality; or
 - (2) The employee receiving a citation for a moving violation arising from an accident in which:
 - (a) Bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the incident;
 - (b) One or more vehicles incurring disabling damage as a result of an accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; or
 - (c) Damage to City or citizen's property or equipment which equals or exceeds \$250.
 - (d) Bodily injury to the employee or another as a result of the employee's actions;

AND test positive for drugs and/or an alcohol concentration of .05 or higher), shall be subject to the termination of their employment and shall not be offered an opportunity to accept a "Last Chance Agreement.
 - b. Any employee who refuses to test shall have his or her employment terminated. They shall not be eligible for a "Last Chance" Agreement.

- c. Temporary employees and introductory employees who test positive for drugs and/or alcohol in violation of this policy shall be terminated. They shall not be eligible for a "Last Chance" Agreement offer.
 - d. Employees who are on probation for unsatisfactory performance shall have their employment terminated. They shall not be eligible for a "Last Chance" Agreement.
3. Disciplinary Action.
- a. Employees who test positive for drugs and/or alcohol, accept the "Last Chance" Agreement offer, and have had no past performance problems shall receive a minimum five (5) day suspension or equivalent fine.
 - b. Employees with past performance problems (have received more than one (1) written reprimand or more administrations of a higher level of discipline, e.g. suspension or fine within the two (2) years preceding the violation of this policy), who accept the "Last Chance" Agreement offer, shall also be subject to disciplinary action as a result of their violation of this policy. The severity of the discipline shall depend upon the extent of their past performance problems. The minimum disciplinary action to be imposed shall be a ten (10) day suspension or equivalent fine.

F. SUBSTANCE ABUSE TREATMENT AND REHABILITATION.

- 1. Employees accepting the "Last Chance" Agreement offer must be evaluated for drug and alcohol dependency by the City's Employee Assistance Program (EAP). Employees will be allowed to use accrued leave time for visits to the EAP. Employees going through treatment or rehabilitation for substance abuse must pursue such treatment through their chosen health care provider.
- 2. The employee may use accrued leave during this time of treatment and may also be placed on leave without pay if necessary. While the initial EAP interview may be at no cost, the subsequent treatment may not be fully covered by the employee's health care plan.