

LAST CHANCE AGREEMENT

On February 1, 1992, Mr./Ms. _____ as issued a letter of proposed removal from his/her position in the Federal Service for excessive unauthorized absences. After consideration of Mr./Ms. _____ oral and written response to the proposal, the deciding official, Mr./Ms. _____, has determined that Mr./Ms. _____ should be removed. However, the removal will be held in abeyance subject to the following:

- (1) Execution of this Last Chance Agreement; and
- (2) Compliance with each of the obligations outlined herein.

A. Mr./Ms. _____ shall maintain conduct that is acceptable to his/her supervisor. This obligation extends to all aspects of punctuality, attendance, and leave usage.

B. Mr./Ms. _____ shall continue to follow his/her prescribed program precisely as outlined in the attached treatment plan. Any changes to the treatment plan must be approved in advance of such change.

C. Mr./Ms. _____ will sign all required release forms to allow all appropriate personnel access to pertinent medical/treatment information and feedback regarding his/her rehabilitative efforts.

D. Mr./Ms. _____ voluntarily waives all rights to challenge, and all procedural rights for any disciplinary action (including, but not limited to removal) that is proposed or taken against him/her related to the issues of this instant action. The waived rights include, but are not limited to, the rights to (1) appeal to the Merit System Protection Board, (2) file a grievance, and (3) file a civil action in court.

E. This agreement will remain in effect for the period of 1 calendar year. (indicate specific dates).

F. If Mr./Ms. _____ complies with each of his/her obligations under this Agreement, the deciding official, Mr./Ms. _____ will cancel the removal decision at the end of the year.

G. If Mr./Ms. _____ fails to comply with any of his/her obligations under this Agreement, the deciding official, Mr./Ms. _____ may, at any point during the time period, end the Last Chance Agreement by written notice and remove Mr./Ms. _____ from his/her position and the Federal Service as soon as practicable. The waiver of rights stated in paragraph D above shall be applicable to such removal. One instance of

noncompliance with this Agreement, including unexcused tardiness, absence without leave, failure to comply with instructions, failure to comply with treatment recommendations, and failure to remain drug free as evidenced by his/her urinalysis, will be cause for removal.

This Agreement sets forth the entire Agreement of the deciding official, Mr./Ms. _____, and Mr./Ms. _____ and supersedes any prior agreement between them concerning the subject matter of this Agreement.

Date: _____

(Employee's signature)

Date: _____

(Deciding Official's signature)

Attachment

TREATMENT PLAN

1. Attend a minimum of five Alcoholics Anonymous and/or Narcotics Anonymous meetings weekly for 1 year. One meeting must be for individuals with dual diagnosis.
2. Provide written validation of attendance at meetings by having verification forms signed by the meeting secretary, of each meeting attended. Verification slips must be brought to your supervisor once a week.
3. Take all medications as prescribed and monitored by Dr. _____. Antabuse will be taken for a minimum of 12 months.
4. Attend outpatient counseling with Dr. _____ bi-weekly until _____, and then monthly until discharged.
5. Provide written validation of counseling with Dr. _____ by having verification forms signed by the doctor. Verification forms must be brought to your supervisor bi-weekly.
6. Refrain from using alcohol and mood-altering chemicals, except those prescribed.
7. Obtain random urinalysis at least one time per month.

(Signature of Employee)

DATE

(Signature of Deciding Official)

DATE