

## **Appendix E**

### **Notification of a Positive Drug Test Following Random Testing**

**The following procedures apply when notifying an employee of the results of a positive drug test following random testing:**

1. Medical personnel will inform management that the employee must contact the medical review officer (MRO).
2. Management has the employee contact the MRO as soon as possible. The MRO informs the employee that he/she has tested positive for drugs and determines if there is a medical reason for the positive test. If there is a medical reason, the test counts as a negative test. If there is not a medical reason, the MRO informs the employee of the employee's right to appeal the drug test with a split specimen test. Under the law, employee notification of the drug test result will be in writing and the employee has 72 hours to request a split specimen test. The MRO has the employee sign a copy of the notification indicating the beginning time and date of the 72 hour notification. If the employee refuses to sign, the MRO notes that refusal on the form, completes the date and time information, and signs to verify the information was received by the employee. The split specimen test, if requested, will be paid for by the Postal Service. The MRO will have those employees who test positive sign a release form allowing the MRO to communicate the drug testing results and any subsequent drug testing to the substance abuse professional (SAP).
3. Management will immediately place the employee on "emergency, off-duty status, without pay" according to Article 16.7 of the National Agreement on the basis of a report of a positive drug test result from the MRO, and the MRO determination that the employee is unfit for duty because of the positive drug test. The employee is informed that he/she is placed in an "emergency off-duty status, without pay."
4. If the split specimen test returns positive, or if no split test is requested, management continues at step 5. If the split specimen test is returned negative, the employee is returned to duty immediately and made whole. The notice of placement letter is removed from the employee's file.
5. If, at any time, the employee appears impaired, follow the guidelines set forth in Appendix G, Employees Incapacitated While on Duty.
6. Send a letter to the employee confirming the action taken in step 3 above. A sample letter is provided in Appendix H.
7. Following any necessary investigation, the supervisor will determine what additional action should be taken.
  - a. Discipline, up to and including "last chance agreement" may be given in accordance with normal disciplinary procedures. The terms and conditions of the last chance agreement should be related and relevant to notification of a positive drug test following random testing. Supervisors should consult with Labor Relations on proposed disciplinary action.
  - b. If offered, the employee must sign a "last chance agreement," which will include the following provisions:
    - (1) The employee agrees to an evaluation by a SAP at the first available appointment.
    - (2) The employee agrees to follow the treatment and rehabilitation recommendations of the SAP and understands that he/she must successfully complete the treatment and rehabilitation regimen.
    - (3) The employee must pass a re-evaluation by the SAP, who will provide his/her recommendations to the MRO for approval.

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## **Appendix E**

### **Notification of a Positive Drug Test Following Random Testing (continued)**

- (4) The employee must pass a return-to-duty evaluation by the MRO.
  - (5) The employee must pass a return-to-duty drug test.
  - (6) The employee agrees to unannounced follow-up testing to be determined by the MRO and the SAP for a period not to exceed 60 months.
  - (7) The employee agrees that any positive drug test during the follow-up test period, including random, for cause, or post-accident tests, will be the basis for removal from the Postal Service.
8. If the employee declines to sign a “last chance agreement” or does not successfully complete all of the terms of the “last chance agreement,” management should consider removing the employee from the Postal Service.
9. If the employee agrees to be evaluated by a SAP, the supervisor is responsible for providing the SAP telephone number to the employee.
10. Discipline, if any, shall be administered in accordance with Article 16 of the National Agreement.

## **Appendix F**

### **Notification of a Positive Drug Test Following Reasonable Suspicion or Post-Accident Testing**

**The following procedures apply when notifying an employee of the results of a positive drug test following reasonable suspicion or post-accident testing:**

1. Medical personnel will inform management that the employee must contact the medical review officer (MRO).
2. Management has the employee contact the MRO as soon as possible. The MRO informs the employee that he/she has tested positive for drugs and determines if there is a medical reason for the positive test. If there is a medical reason, the test counts as a negative test. If there is not a medical reason, the MRO informs the employee of the employee's right to appeal the drug test with a split specimen test. Under the law, employee notification of the drug test result will be in writing and the employee has 72 hours to request a split specimen test. The MRO has the employee sign a copy of the notification indicating the beginning time and date of the 72 hour notification. If the employee refuses to sign, the MRO notes that refusal on the form, completes the date and time information, and signs to verify the information was received by the employee. The split specimen test, if requested, will be paid for by the Postal Service. The MRO will have those employees who test positive sign a release form allowing the MRO to communicate the drug test results and the results of any subsequent testing to the substance abuse professional (SAP).
3. Management will immediately place the employee on "emergency, off-duty status, without pay" according to Article 16.7 of the National Agreement on the basis of a report of a positive drug test result from the MRO and the MRO determination that the employee is unfit for duty because of the positive drug test. The employee is informed that he/she is placed in an "emergency off-duty status."
4. If the split specimen test returns positive, or if no split test is requested, management continues at step 7. If the split specimen test is returned negative, the employee is returned to duty immediately and made whole.
5. If, at any time, the employee appears impaired, follow the guidelines set forth in Appendix G, Employees Incapacitated While on Duty.
6. Send a letter to the employee confirming the action taken in step 3 above. A sample letter is provided in Appendix H.
7. Following any necessary investigation, the supervisor will determine what additional action should be taken as follows:
  - a. Discipline, up to and including last chance agreement may be given in accordance with normal disciplinary procedures administered in accordance with Article 16 of the National Agreement. Supervisors should consult with Labor Relations on proposed disciplinary action.
  - b. If offered, the employee must sign a "last chance agreement," which will include the following provisions:
    1. The employee agrees to evaluation by a SAP at the first available appointment.
    2. The employee agrees to follow the treatment and rehabilitation recommendations of the SAP and understands that he/she must successfully complete the treatment and rehabilitation regimen.
    3. The employee must pass a re-evaluation by the SAP, who will provide his/her recommendations to the MRO for approval.

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## **Appendix F**

### **Notification of a Positive Drug Test Following Reasonable Suspicion or Post-Accident Testing (continued)**

4. The employee must pass a return-to-duty evaluation by the MRO.
5. The employee must pass a return-to-duty drug test.
6. The employee agrees to unannounced follow-up testing to be determined by the MRO and the SAP for a period not to exceed 60 months.
7. The employee agrees that any positive drug test during the follow-up test period, including random, for cause, or post-accident tests, will be the basis for removal from the Postal Service.
8. If the employee declines to sign a “last chance agreement” or does not successfully complete all of the terms of the “last chance agreement,” management should consider removing the employee from the Postal Service.
9. If the employee agrees to be evaluated by a SAP, the supervisor is responsible for providing the SAP telephone number to the employee.
10. Discipline, if any, shall be administered in accordance with Article 16 of the National Agreement.