
Last Chance Agreement between Pilot and Company

(Contract B)

The company is prepared to offer you conditional reinstatement as a pilot provided that you agree to be bound by the following terms and conditions:

1. You will maintain complete, uninterrupted abstinence from the use of alcohol, drugs, or other mood altering substances on or off duty for the duration of your employment with the company. Drugs prescribed for your use by an attending physician may be taken if approved by your AME. Any unapproved use of alcohol or other mood altering substance will not be tolerated and will constitute just cause for termination of your employment.
2. You will strictly comply with all of the obligations contained in your Aftercare Contract signed on _____. The Aftercare Contract is explicitly incorporated into this Agreement. Any violation of your Aftercare Contract or any failure to comply with the terms and conditions of your Aftercare Contract will not be tolerated and will constitute just cause for termination of your employment.
3. After your return to active service with the company, you will attend monthly meetings with your Chief Pilot for monitoring of your aftercare program. It is your responsibility to schedule and attend these meetings. An annual program review must also be held with the Aftercare Team and/or your Chief Pilot. Any failure to schedule or attend monthly meetings with your Chief Pilot will not be tolerated and will constitute just cause for termination of your employment.
4. You understand that when, or if you transfer to another base, it is your responsibility to inform your new Chief Pilot that you are a recovering pilot and your status as of that date. Any failure to so inform your Chief Pilot will not be tolerated and will constitute just cause for termination of your employment.
5. For the first two years after your return to work, when absent from work for reasons of personal illness, you will personally telephone your Chief Pilot or his designee and advise him of the circumstances requiring your absence. You will be required to personally furnish your Chief Pilot or his designee with a doctor's certificate substantiating the reason and need for each such absence. Such certificates will be submitted on the first working day after each absence. Unauthorized or unsubstantiated absences will not be tolerated and will constitute just cause for termination of your employment.
6. During the first two years after your return to work, in the event some emergency would prevent you from reporting for a trip, you will contact your Chief Pilot or his designee and obtain advance approval for the absence. If the nature of the emergency prevents you from obtaining advance approval, you will telephone your Chief Pilot at your earliest opportunity to make him aware of the situation, and you will be required to personally provide him with satisfactory proof substantiating the need for the absence on the first working day after the absence. Any absence without proper notice will constitute a violation of this Agreement.
7. You will comply with all of the requirements of your First Class Medical Certificate. Any violation of any of the restrictions associated with your Medical Certificate will constitute just cause for termination of your employment.

8. In addition to any return to duty and follow-up alcohol/drug testing, education, treatment or aftercare required by the applicable federal regulations and/or Substance Abuse Professional, you voluntarily agree to submit to additional alcohol/drug tests, in an amount to be determined by the company. This testing will be unannounced and may continue for the duration of your employment with the company. Any failure to submit to testing, or any positive test which substantiates the use of alcohol or other unapproved drug, will constitute just cause for termination of your employment.
9. The Aftercare Team may expand upon or increase the terms and conditions contained in this Agreement and in the Aftercare Contract if they determine it would be appropriate to do so in order to properly monitor your recovery.
10. You specifically acknowledge that if you partake of any alcohol or unapproved drug your First Class Medical Certificate will immediately be invalidated, and you will therefore not possess any valid medical certificate, which is a requirement to pilot an aircraft for the company and this will constitute just cause for termination of your employment.
11. This is your last chance for employment with the company. If you fail to fully comply with the foregoing provisions and conditions, test positive on any alcohol or drug test, or suffer a relapse, you will be terminated. It is expressly agreed that any failure on your part to fully comply with any of the foregoing provisions and conditions will constitute just cause for your discharge, without recourse to the grievance and System Board procedures in Section 18 and 19 of the Collective Bargaining Agreement. An arbitrator selected from the current System Board list may be retained by ALPA, solely to determine if any violation of this agreement occurred. If the arbitrator finds there was any violation of any term of the agreement, the discharge must stand.

Date: _____

Date: _____

Pilot: _____

Managing Director – Flying Operations