CONDITIONAL REINSTATEMENT OR “LAST CHANCE” AGREEMENT

JOHN DOE (“EMPLOYEE”) and **ABC COMPANY** (“ABC”) enter into this Conditional Reinstatement Agreement based upon the following mutual promises.

1. EMPLOYEE is employed by ABC as an Assistant Superintendent and has been employed by ABC since December 8, 2016. At this time, EMPLOYEE has not yet completed his initial Introductory Period with ABC.
2. EMPLOYEE recognizes that ABC has a longstanding policy prohibiting the abuse of alcohol and drugs and having unlawful amounts of alcohol, drugs or controlled substances in one’s system while at work or working. EMPLOYEE further recognizes that violation of ABC’s policies relating to alcohol or drug abuse (either on or of the job) is grounds for **immediate termination**.
3. Employee admitted himself to a substance abuse rehabilitation center and has been out of work since Monday, February 9, 2017.
4. In consideration of the promises contained in this Agreement, ABC agrees to grant EMPLOYEE an unpaid leave of absence, to return EMPLOYEE to work and to continue EMPLOYEE’s employment on an indefinite probationary status, subject to the following terms and conditions:
5. EMPLOYEE agrees to submit to a test for prohibited substances and understands that he will not be eligible for return to work if he tests positive for prohibited amounts of alcohol or any drugs or controlled substances in his system.
6. EMPLOYEE agrees that ABC may conduct a background check prior to reinstating him and at any time as a condition of his continued employment and that such results must be satisfactory to ABC.
7. EMPLOYEE agrees to follow ABC’s policies or work rules as they relate to alcohol and drug use.
8. EMPLOYEE agrees to refrain from working for ABC with the presence of prohibited amounts of alcohol or any drugs or controlled substances in his system or engaging an any alcohol or drug related conduct which may reflect adversely upon ABC or its reputation or otherwise expose ABC or himself to legal liability;
9. EMPLOYEE agrees that whenever required by ABC, EMPLOYEE will submit to tests to determine the presence of alcohol, drugs or controlled substances in his system. EMPLOYEE understands that such test(s) may be required at any time during his employment with ABC and without advance notice. EMPLOYEE agrees to consent to such tests, cooperate with the testing procedures, and execute the appropriate paperwork required in connection with any such tests.
10. EMPLOYEE agrees to keep Kelley Smith informed about the status of any pending or new legal charges or complaints that may be filed against EMPLOYEE. EMPLOYEE further agrees to provide ABC with any and all written communications that may be exchanged in connection with such legal proceedings.
11. EMPLOYEE further agrees and understands that if he engages in any drug or alcohol related misconduct which occurs after the execution of this Agreement or if he breaches any provision of this Agreement, (s)he will be subject to **immediate termination.**
12. EMPLOYEE understands and agrees that this Agreement does not affect ABC’s right to terminate his employment without advance notice and to require EMPLOYEE to follow its work rules and performance standards as they may change from time to time. This Agreement does not constitute a contract for a specific term of employment.
13. ABC reserves the absolute right to review EMPLOYEE’s employment status, driving and criminal record and to modify or revoke this Agreement at any time if it deems it appropriate.
14. Any failure by ABC to exercise any right set forth herein shall not be deemed to constitute a waiver of its rights to enforce that right or any other right at some other time.
15. EMPLOYEE certifies by signing this Agreement that he:
16. carefully read and fully understands the provisions of this Agreement and their legal significance;
17. had a reasonable amount of time to consider its terms;
18. agrees to its terms knowingly, voluntarily and without intimidation, coercion or pressure.

**IN WITNESS WHEREOF** the parties have set their signatures the day and year set forth on this Agreement.

ABC Representative Date JOHN DOE Date