



DRUG-FREE WORKPLACE POLICY

Phillips Protective (the Company) intends to help provide a safe and drug-free environment for our clients and our contractors. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future contractors providing services to the Company.

The Company explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing a mission assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the contractor's work performance, the safety of the contractor or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the contractor's work performance, the safety of the contractor or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the contractor's system while at work, while on the premises of the Company or its customers, or while on Company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the contractor.

The Company will conduct drug and/or alcohol testing under any of the following circumstances:

- **RANDOM TESTING:** Contractors may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- **FOR-CAUSE TESTING:** The Company may ask a contractor to submit to a drug and/or alcohol test at any time it feels that the contractor may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the contractor's person or in the contractor's vicinity, unusual conduct on the contractor's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **POST-INCIDENT TESTING:** Any contractor involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any contractor who potentially contributed to the accident or injury event in any way. **Any contractor**



involved in a use of force incident or alleged use of force incident on a mission assignment will be asked to submit to a drug and/or alcohol test within 24 hours following the use of force or alleged use of force.

If a contractor is tested for drugs or alcohol outside of the service contract context and the results indicate a violation of this policy, or if a contractor refuses a request to submit to testing under this policy, the contractor may be subject to dismissal and immediate termination of the contract service agreement. In such a case, the contractor will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

If a contractor is tested for drugs or alcohol and the results indicate a violation of this policy, the contractor will reimburse the Company for the full cost of the test. The cost of the test will be deducted from any outstanding balance owed to the contractor by the company.

If a contractor is tested for drugs or alcohol following a use of force incident and the results indicate a violation of this policy, or if a contractor refuses a request to submit to testing under this policy, the contractor waives his/her rights and expectations that the Company will defend, indemnify and/or aid the contractor in civil or criminal proceedings against the contractor as a result of the use of force. Furthermore, in such case, the Company will provide to its customer any such test result or evidence of refusal to test.

I, the undersigned contractor, have read and fully understand this document and the implications thereof. I have had ample opportunity to seek counsel before signing this document.

Contractor Signature

Contractor Name

Date