



**Covenant Services, Inc**

**EMPLOYEE HANDBOOK**

## EMPLOYEE HANDBOOK

### **Welcome to the Covenant Services, Inc. team!**

Your company has contracted with Covenant Services, Inc. to take care of some of the issues that they feel could use some additional support. During this relationship, the employer responsibilities and liabilities associated with your employment will be distributed between the two companies. A few examples are as follows:

YOUR COMPANY (co- employer) Will be responsible for maintaining their day-to-day operations such as:

Supervision, a safe workplace, and compliance with all laws

Covenant Services, Inc. (co-employer):

Human Resource Administration

Garnishment Administration

Help with Government Compliance Tax reporting /New hire reporting

Payroll processing

Unemployment responsibilities

Benefit Administration

Worker's Comp Insurance & Total Claims Management

Because of the contractual relationship, you, your co-workers, and any other new employees are considered "leased employees". Covenant Services, Inc. will be considered the employer of record for verification of employment, W-2 purposes, injury reporting, and benefits providers that would name Covenant Services, Inc. as your employer. Contractually, you are being assigned to your company to perform the job that you were hired to do. In that respect, you are a co-employee of your company.

Your day-to-day duties and/or responsibilities will remain the same. Covenant Services, Inc. will not have an on-site supervisor at your job location. We will not have daily involvement during your employment. You should not notice any major changes in the way the business is conducted. Your paycheck may be the only thing that you will notice to be different; it will have both co-employer names on it.

By being a part of Covenant Services, Inc., we are in a position to offer many benefits to you that may not otherwise be available to you or your company. At the same time, it will allow your company more time to concentrate on their business by taking certain employer obligations out of their day-to-day business operation.

Your employment with Covenant Services, Inc. and your company will be "at-will". There is not an implied contract by completing and signing the enrollment documentation from either your company or Covenant Services, Inc. If you fail to submit proof of your eligibility for employment, this will delay your employment start date until it can be provided and authorized.

If you have any questions or there is something that is unclear to you about this relationship, we encourage you to talk with your supervisor or contact Covenant Services, Inc. at 830-796-4050.

Once again, we welcome you and wish you the best during your employment with Covenant Services, Inc..

Sincerely,

Covenant Services, Inc.,  
148 Robindale W  
Bandera, TX 78003  
830-796-4050

# EMPLOYEE HANDBOOK

.....	3
Section I – Commencing Employment.....	6
Definitions .....	6
Employment at Will.....	6
Your Employment Classification .....	7
New Hires.....	6
Employment Eligibility Verification (Form I-9) .....	6
Confidential Information .....	7
No Solicitation / No Distribution Policy .....	7
Section II – On the Job.....	9
Attendance and Punctuality.....	9
Standards of Employee Conduct.....	9
Attire & Safety Attire.....	11
Open Door Policy .....	11
Employee Enrollment Files.....	11
Payroll and Time Records.....	12
Minimum Wage & Overtime Pay .....	13
Paid Leave .....	13
Garnishments .....	13
Use of Company Property.....	14
Proper Use and Care of Equipment.....	14
Inspection of Company Property .....	14
Personal Phone Calls & Mail .....	15
Personal Electronic Equipment.....	15
Care of Facilities and Furnishings.....	18
Discipline .....	18
Resignation and Termination .....	18
Section III – Safety.....	20
Safety Policy, Rules and Guidelines.....	20
Accident Procedures.....	<b>Error! Bookmark not defined.</b>
When an Injury Occurs.....	22
Workers’ Compensation Program.....	23
Back to Work Program.....	23
Drug and Alcohol Abuse .....	23
Definitions.....	23
Drug and Alcohol Testing Policy.....	24
Testing.....	24
Screen Testing .....	24
Cost of Testing and Work Time .....	25
Confidentiality.....	25
Employees Rights .....	25
Enforcement Policy .....	25
Searches and Seizures.....	26
Anti-Violence and Weapons Policy .....	26
Section IV – Compliance.....	27

## EMPLOYEE HANDBOOK

Equal Employment Opportunities (1 or More Employees).....	27
Military Leave (1 or More Employees).....	27
Health Insurance Portability and Accountability Act (HIPAA) (1 or More Employees) .....	27
Sexual and other Unlawful Harassment (15 or More Employees) .....	28
Harassment & Other Complaints Procedure .....	29
Americans with Disabilities Act (ADA) (15 or More Employees) .....	29
Consolidated Omnibus Reconciliation Act (COBRA) (20 or More Employees).....	30
Family and Medical Leave Act (FMLA) (50 or More Employees) .....	30
Section V – YOUR COMPANY Specific Policies .....	344
<u>Holiday Policy</u> .....	<b>Error! Bookmark not defined.</b> 4
<u>Vacation Leave Policy</u> .....	<b>Error! Bookmark not defined.</b> 4
<u>Employee Termination</u> .....	<b>Error! Bookmark not defined.</b> 4
<u>Kickback Policy</u> .....	<b>Error! Bookmark not defined.</b> 4
<u>Acceptable Use of Electronic Data Policy</u> .....	35

## Disclaimer

This handbook replaces all previously issued handbooks, employee manuals or other policies and procedures similar to the ones covered in this version. We have prepared this Employee Handbook as a guide to assist you in finding the answers to any general questions that you may have and to familiarize you with employment policies that you are required to follow, and employee benefits that you may be eligible to receive due to your employment. However, we realize that the Handbook does not anticipate every situation or answer every question about employment. After reading the following material, we urge you to discuss any questions and comments you may have with your immediate supervisor or Covenant Services, Inc. Human Resources.

We reserve the right to change or revise policies, procedures, and benefits described in this handbook, or to vary from the procedures described at management's discretion, at any time, with or without notice, other than the employment-at-will policy and any complaint or dispute resolution provisions which require written documentation from Covenant Services, Inc. or your companies authorized management representative(s) for such revisions to become effective.

You are responsible for reading this Handbook in its entirety and becoming familiar with our policies and guidelines in order for you to better understand how we operate and the expectations for your performance as an employee. This Handbook is not intended as a contract of employment, or a guarantee of employment, and should not be viewed or construed as the basis for any contractual obligations on behalf of Covenant Services, Inc. or your company. Please read this Handbook carefully and keep a copy of it for future reference.

You will be provided with an Acknowledgement of Receipt of Handbook, verifying that you have read and understood the handbook's content. Please sign a copy of this acknowledgement form and return it to your supervisor, then keep a copy of this signed form for yourself. This page will be included in your Covenant Services, Inc. enrollment file.

## EMPLOYEE HANDBOOK

### Section I – Commencing Employment

#### Definitions

The following are the definitions of the terms used in this Handbook:

**YOUR COMPANY** - The business that leases employee services from Covenant Services, Inc., and which is the employer primarily responsible for all its leased employees hiring, firing, discipline, promotion, training, pay rates, overtime work authorization, enforcement of policies, providing a safe work environment and reporting employee information, hours worked, and applicable wages to Covenant Services, Inc.

**EMPLOYER**- Covenant Services, Inc. We are considered the “employer of record” for payroll services, income reporting, new hire reporting, workers compensation insurance and unemployment insurance. Assist in employees discipline, promotion, training, enforcement of policies, enforcing a safe work environment; we also offer employee group insurance benefits that you may be eligible to elect participation.

#### Employment at Will

All employees are employed "at will", which means an employee may resign or be terminated from employment at any time, for any or no reason, with or without notice. Any promises of employment for a specified period of time or any exceptions to this policy of "at will" employment are not effective unless those terms and conditions of employment are in writing and signed by your company' or Covenant Services, Inc.. Further, this handbook and the enforcement of any policies described within this handbook during your employment will not alter the "at will" nature of your employment.

Please keep in mind that your company may release you from service at any time with or without cause. While it is customary that an employee give two weeks' notice to an employer prior to terminating employment, it is not required the employer provide you with two weeks' notice of release from service or termination.

#### Your Employment Classification

For purposes of payroll administration and benefit entitlements under federal and state laws and otherwise, employees are identified under the following classifications:

**Regular full-time employees:** Employees who are normally scheduled to work a full-time schedule and who are not temporary employees.

**Regular part-time employees:** Employees who are not normally scheduled to work a full-time schedule and who are not temporary employees. Regular part-time employees may from time to time work a full-time schedule on a temporary basis.

**Temporary employees:** Employees who are hired to complete a defined project or for a period of time which is anticipated to be temporary. Temporary employees may be scheduled to work a full-time schedule or a part-time schedule during their period of temporary employment.

#### New Hires

Following acceptance of employment, you are expected to talk with your supervisor to learn about your specific job duties, attendance requirements, general areas of responsibility and additional work rules.

#### Employment Eligibility Verification (Form I-9)

In compliance with the Immigration Reform and Control Act of 1986 (IRCA), only those individuals who are authorized to work in the United States can be employees with Covenant Services, Inc. All individuals enrolling for employment with Covenant Services,

## EMPLOYEE HANDBOOK

Inc. are required to submit proof of their identity and employment authorization at the time of enrollment and again when requested for re-verification or audit purposes. You will also be required to complete a Form I-9, with Covenant Services, Inc. listed as the employer. This form includes a statement that you are aware of the penalties for making false statements or providing false or fake documents in connection with the completion of this form. If it is determined at any time during enrollment or later during your employment that the documentation you provided for the I-9 verification is not yours, or it is fake, fraudulent or materially inaccurate, your employment will be terminated.

If your work authorization in the U.S. has an expiration date, you must be responsible and renew your work authorization before the expiration date (renewal may take weeks, even months to process, and it is not the employer's responsibility to remind you to have this done). You must provide a valid, unexpired work authorization document to your employer on or before the original authorization's expiration date. If you fail to get your work authorization renewed before your original work authorization period expires, you will be put on suspension from work or released from service until you can provide a valid work authorization document.

If an individual cannot provide proper work authorization in the U.S. documentation and proof of identity within three days of enrolling for employment with Covenant Services, Inc. or when requested for re-verification purposes, his or her employment will be terminated with Covenant Services, Inc.

It is against our company policy to discriminate because of an individual's national origin, citizenship, or intention to become a US citizen.

### **Confidential Information**

Employees are required to maintain the confidentiality of all information and documents concerning the operations, business concepts, financial information, product development, systems, proprietary services, employee information, business plans or processes of Covenant Services, Inc. and your company that employees may have access during their employment. Employees should not discuss such confidential information with any person who does not work for Covenant Services, Inc. or your company, and if anyone not affiliated with the businesses questions you about any confidential information, you should immediately refer those requests to the President of the Company.

Any patent or copyright developed by an employee in conjunction with, and/or as a result of his or her employment with Covenant Services, Inc., belongs to either Covenant Services, Inc. or to your company, depending on the circumstances of the particular case. Any information pertaining to such patent copyright must remain on your company's premises.

Violation of this guideline is extremely serious misconduct and may result in discipline up to and including termination, as well as personal, civil, and/or criminal liability.

Upon termination of employment for any reason, employees are required to immediately return all copies of all documents, electronic or digital media in their possession, which contain confidential information. Employee's duty to maintain confidentiality of the information survives after the employee's termination from employment with your company and Covenant Services, Inc.

### **No Solicitation / No Distribution Policy**

No employee shall solicit or promote support for any cause, organization, services or products not related to Covenant Services, Inc.' or your company's business, during his or her working time or during the working time of the employee or employees at whom such activity is directed. This includes solicitation for purpose of sales, surveys, distribution of samples of literature, the taking of petition signatures, union representation, or any other form of solicitation. The conducting of non-work related business, such as

## EMPLOYEE HANDBOOK

canvassing, collection of funds, pledges, circulation of petitions, solicitation of memberships, or any other similar types of activity is not permitted during the working time of either the employee doing the soliciting or the employee being solicited, or at any time in work areas. Persons who are not employees are not permitted to engage in any form of solicitations from employees, and are prohibited from distributing literature of any type on our property at any time.



## EMPLOYEE HANDBOOK

### Section II – On the Job

#### Attendance and Punctuality

Your attendance at work when scheduled is a part of your job performance (including on-time arrivals to work, no early departures unless authorized, no unexcused absences, no excessive tardiness or absenteeism, and no longer than necessary breaks). A poor attendance record will lead to disciplinary action, and possible release from service and termination.

If you are going to be late to work, you must call in to inform your supervisor. Failure to do so will count against your attendance and job performance records, and used in consideration for employment and pay decisions. If you are going to be absent from work, you must notify your supervisor at least two hours before your scheduled starting time, unless you have a reasonable excuse for not being able to call in. Any such excuse must be provided in writing to your supervisor by the next scheduled workday for approval at management's discretion. If you fail to call-in or provide some advance notice of your missed work, you will be subject to disciplinary action. And if you fail to report to work for two consecutive workdays without proper notice at your company, this is considered to be job abandonment, which means that you have voluntarily quit your job.

An absence of more than (3) three consecutive workdays due to injury or illness will require a "full release to work" from a physician before you will be permitted to return to work. We reserve the right, at our expense, to have you submit to an examination by a physician of our choice in such cases.

Breaks and meal periods are not required by law, and are usually unpaid periods of time if longer than 20 minutes in length. Your company will inform employees of scheduled break and/or lunch periods. Employees are expected back at his or her workstations, ready to start work at the end of each scheduled break and/or lunch period.

#### Standards of Employee Conduct

Covenant Services, Inc. expects all employees to abide by certain work rules and meet standards of appropriate work conduct and job performance. Likewise, your company may have additional work rules and standards that the employee must understand and obey.

The following are just some examples of inappropriate behavior or misconduct that will result in disciplinary action, such as suspension, release from service, and up to and including immediate termination. Additional work rules and standards may be provided at the beginning of employment and again from time to time by the employee's supervisor, department head or management. This list does not include every type of offensive action, violation, behavior or misconduct that could result in disciplinary action and/or termination from employment:

- Fighting or engaging in horseplay during work hours at the employee's workplace, in company-provided vehicles, or on the property of a co-employer, customer, vendor, supplier, or business associate.
- Using language or engaging in behavior that is abusive, threatening, demeaning, intimidating, coercing, or interfering (with the movement or work of any person), harassing, discriminatory; including any actions, words, jokes or comments that exhibit disrespect to an individual's gender, race, ethnicity, citizenship, age, veteran or marital status, religion or disability are prohibited.
- Using, removing, or otherwise taking any property not belonging to the employee without authorization from the actual property owner,

## EMPLOYEE HANDBOOK

- Providing false information in writing or verbally, altering or modifying documents with false information, using or relying on fake documents, or committing fraudulent acts related to employee's employment, to include falsifying time sheets or records.
- Carrying or concealing firearms, explosives materials, or any dangerous weapon at the employee's workplace, in company-provided vehicles, or on the property of a co-employer, customer, vendor, supplier, or business associate.
- Possessing, selling, promoting the use of or having on your person, in your locker, desk, or vehicle on company premises, any narcotics, marijuana, alcohol, or any other illegal drugs, including pharmaceutical drugs without a prescription at the employee's workplace, in company-provided vehicles, or on the property of a co-employer, customer, vendor, supplier, or business associate.
- Showing up to work while under the influence of alcohol, inhalants or any illegal drug.
- Engaging in practical jokes, gambling, selling merchandise, solicitation, or other unacceptable, non-work activity while at work.
- Loitering on a co-employer's premises or property of a customer, vendor, supplier, or business associate.
- Making inaccurate, inconsistent or false statements with regards to work related accidents/injuries.
- Failing to perform work assignments satisfactorily and within time period allotted.
- Performing substandard work both in quality or quantity after having been instructed in proper procedure and technique.
- Restricting output or persuading others to do so or promoting, encouraging, engaging in, or supporting suspension of work, slowdowns, or any other interruptions of production.
- Sabotage or subversive activity of any kind with regards to work or the business.
- Mismanagement of a position of employment by action or inaction.
- Neglect, placing lives or property of others in jeopardy.
- Willful abuse, theft, or deliberate destruction of any property, tools, or equipment that employee comes in contact with during employment.
- Altering, defacing, or removing any company-approved notices, signs, bulletins, and other communications posted or distributed at a co-employer's property
- Committing criminal acts while at work during working hours or if missed work due to incarceration.
- Committing intentional violations of company policy.
- Unexcused absenteeism or tardiness
- Harassment
- Smoking in unauthorized areas
- Sleeping during scheduled work hours

## EMPLOYEE HANDBOOK

### **Attire**

Covenant Services, Inc. and your company seeks to present itself and its employees in the most favorable light to our customers and other with whom we do business. It is in our best interests to be neat and clean and dressed appropriately for the positions we hold. Employees may be sent home to change inappropriate appearance. Such time away from the office will not count as time worked. Consult your supervisor if you need further details regarding appropriate appearance for your position.

### **Safety Attire**

It is required that you always wear or use appropriate safety equipment and clothing as required in your work.

In the Field and/ or in the Shop -

Shoes must be closed at the toe and heel and must be rubber soled.

Rings, wristwatches, bracelets, and loose clothing should not be worn around moving equipment.

Hair below shoulder length must be restrained.

FDR's, Steel-toed boots, Hard Hats, Goggles, and/or Masks Hearing protection may be required in designated areas and must be worn. It is your responsibility to know the requirements for the area in which you report to work. If you have any questions you should talk with your direct supervisor.

When issued, Uniforms must be worn while representing your company.

### **Open Door Policy**

Covenant Services, Inc. understands that channels of communication should always be kept open and flexible. Talk over any questions or problems with your immediate supervisor first. If this is not possible for any reason or if the matter cannot be resolved at that level, you may discuss the matter with an Covenant Services, Inc. representative.

### **Employee Enrollment Files**

Covenant Services, Inc. maintains an enrollment file on each employee. Each employee is responsible to promptly notify Covenant Services, Inc. of any changes in the employee's personal data by submitting a new W-4. Important changes include: name, address, telephone number, marital status, number of dependents, and who to notify in case of an emergency, etc. Each employee is also obligated to forward their change of address to any benefit carrier if they have enrolled for coverage.

Covenant Services, Inc. will not be responsible for forwarding this information. If your name has changed, you must provide appropriate documentation to support a legal name change, such as a social security card or ID. You will also be asked to complete another I-9 Form, for which you must show valid proof of identity and work authorization in the U.S. with your new legal name.

Enrollment files are the property of Covenant Services, Inc. Access to these files is controlled, and any unauthorized access is a serious offense. Generally, only supervisors and management personnel of Covenant Services, Inc. and your company to whom an employee is, or may be assigned, have access to an employee's files. Employees who wish to review their own files should contact Covenant Services, Inc. to make arrangements for such a review.

## EMPLOYEE HANDBOOK

### **Payroll and Time Records**

#### **Pay Periods**

Pay periods are determined and scheduled by your company.

#### **Paycheck Errors**

Every effort is made to avoid paycheck errors. In the event that an error is made it must be reported immediately to your supervisor. The supervisor or a representative of your company must contact Covenant Services, Inc. with the verification of the error for a timely correction. Covenant Services, Inc. will make the necessary corrections and take action on any overpayment or underpayment as soon as possible, as we realize how important this is to our employees. In the event of overpayment, the employee must report the same to his supervisor.

When a payroll check is issued and the employee reports the check lost, stolen or claims to have never received it, Covenant Services, Inc. will be afforded reasonable time, no more than seven business days, to issue a replacement check. The replacement check will be issued minus the stop payment fee for the original check.

If the original check is found, it must be returned to Covenant Services, Inc.. If an employee cashes the original check after receiving and cashing the replacement check, this will be treated as an unauthorized overpayment and corrections will be made to the employee's future earnings. Additionally, the employee will be subject to disciplinary action up to and including termination.

#### **Paycheck Deductions**

Covenant Services, Inc. is required by law to make certain deductions from your paychecks, such as income taxes, Social Security and Medicare contributions. These deductions are itemized on your paycheck stub. The amount of the deductions may depend on your earnings and on the information that you furnish on your W-4 form regarding the number of dependents/exemptions you want to claim. Any change in name, address, marital status or number of exemptions must be reported to your manager or the Human Resources Manager via new W-4 immediately, to ensure proper credit for tax purposes. Other mandatory deductions to be made from your paycheck include court-ordered attachments, wage garnishments, and child support orders.

Employees may authorize Covenant Services, Inc. to deduct contributions to cover the shared costs of healthcare coverage, 401(k) participation, or other benefits offered to Covenant Services, Inc. employees in writing through the enrollment forms or some other document. Any other deductions from paychecks, whether at the employee's request or as repayment to your company for a personal loan, purchase of tools, uniforms, use of services, etc. must be in writing and signed by the employee.

Covenant Services, Inc. does not endorse employee pay advances, cashing personal or third-party checks for employees or loans from future payrolls. Your company and employee may agree to the terms and conditions of these types of transactions, which may then be facilitated through payroll with the employee's written authorization.

#### **Time Recording**

All non-exempt employees, whether paid on a salaried, hourly, daily or fee basis, are required by law to record their work hours, either on printed timesheets or by using a time clock. Exempt employees may be asked to track and record their workdays, a whereabouts (worksite or on the road), absences, and the reasons for absences.

The time record must reflect your actual hours of work, start and end times of work, overtime hours, breaks, meal periods and absences. In addition, your company may require you to also record other information such as job numbers, job or pay rates, commissions, standardized project times.

Employees must punch in no earlier than five minutes prior to starting time and punch out no later than five minutes after their scheduled workday has ended. Each employee is responsible for his or her own time record. Employees may not punch in or punch

## EMPLOYEE HANDBOOK

out or record the start or stop time for another employee. Questions concerning time sheets should be discussed with your supervisor.

### **Minimum Wage & Overtime Pay**

Federal and Texas state law set minimum hourly wages. Covenant Services, Inc. ensures that all employees are paid at least the minimum wage for actual hours worked, and that correct wages are paid to employees for all overtime reported by your company in compliance with applicable federal and state law.

For purposes of determining whether an employee is paid for any work over 40 hours in a single workweek, employees' positions are classified as exempt or non-exempt from the overtime requirements under the federal Fair Labor Standards Act (*FLSA*) and other applicable state wage regulations. Executive, administrative, and professional employees, including computer professionals, are generally classified as exempt and thus, do not receive any overtime pay. They are expected to work as many hours as necessary to perform their assigned job duties. Generally, non-exempt employees receive overtime pay at the rate of one and one-half times the employees' regular hourly rate. However, employers and non-exempt employees may agree to a fixed compensation plan, daily rates and similar fee-based arrangements to avoid re-calculating overtime pay each workweek, as long as the non-exempt employee continues to receive the appropriate amount of overtime pay for all hours or partial hours worked over 40 in a workweek.

In computing overtime, hours worked means only those hours actually spent working on the job and shall not include hours away from work due to vacation, sickness, or holiday even when these days are compensated. Likewise, unpaid sick leave, personal leave or any other time away from work is not considered hours worked. If you have any questions concerning your overtime pay, please contact Payroll at Covenant Services, Inc..

***Employees are not allowed to work overtime without prior approval from your supervisor.*** Working overtime hours without proper authorization may result in disciplinary action up to and including termination and/or release from service.

### **Paid Leave**

Covenant Services, Inc. does not pay for vacation, sick leave, holiday, bereavement, jury duty (exempt employees will receive pay if only a partial week is missed for Jury Duty; (not for an entire week missed for Jury Duty), voting time or other paid time off from work. Your company, however, may offer its employees benefits which you may be eligible such as holiday and vacation pay. Your Company will inform you if you are eligible to receive any paid time off, and the policies for earning and using such benefits. Since Your Company reports all of your hours worked to Covenant Services, Inc., Your company is also responsible for reporting all of your paid time off benefits, and is responsible for the payment of any balances of paid time off upon your termination unless such paid time off balances are forfeited upon separation.

Unless confirmed in writing, non-wage benefits such as paid holidays, paid vacations, insurance, and leaves of absence are not provided for part-time or temporary employees. If a temporary employee is offered a regular full-time position and assumes that position without a lapse in employment, length of service credit will begin on the date the employee began working in the regular full-time position.

### **Garnishments**

Garnishments are court orders requiring an employer to withhold specified amounts of wages for payment of debts owed by the employee to a third party. As required by law, no employee will be discharged because earnings have been garnished in connection with any judgments. If Covenant Services, Inc. receives court orders or orders from other administrative bodies requiring withholding of wages, the employee agrees that Covenant Services, Inc. will withhold the amounts without consent or notice to the employee.

## EMPLOYEE HANDBOOK

### **Use of Company Property**

All equipment, tools and other resources provided for employees to use in order to fulfill the responsibilities of their jobs, such as: desks, computers, dedicated software, digital files, telephones and voicemail, automobiles, E-mail and internet access, copiers, facsimile machines, office supplies, etc., are the property of the respective companies and are to be used only for business purposes.

Management must authorize any and all non-job-related uses of software and business equipment, including but not limited to fax machines, copiers, and computers. We discourage employees from the excessive use of phones, E-mail and Internet access for their personal use. Any use of company property for business or personal reasons may be controlled, restricted and monitored by the employer. Therefore, an employee should not expect privacy with respect to his or her personal use or the information transmitted, created, copied or stored on employer-owned computers, systems or equipment. If an employee does not wish personal information, such as that which may be contained in E-mails, computer storage, or voicemail, to be subject to monitoring, an employee should not use these systems for personal reasons. If property is allowed to be used for personal reasons, it should not be excessive or hinder the employee's or other employee's work performance.

Using company automation systems to access, create, view, transmit, or receive racist, sexist, threatening or otherwise objectionable or illegal material is strictly prohibited. "Material" is defined as any visual, textual, or auditory entity. Such material violates the company anti-harassment policies and is subject to disciplinary action. The company's electronic mail system, Internet access, and computer systems must not be used to violate the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way. Use of company resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution.

Maintain professionalism when transmitting e-mails and/or intra office messages. Keep the information factual, specific and concise. Carefully review your messages, including any text that is attached, before sending them. Only distribute your messages to persons who need to be included on the transmission.

Do not assume that e-mail / intra office messages are not permanent. The messages may have been kept in printed form. Even deleted e-mails may be retrieved from the archived files for a period of time.

It is possible that your messages will become relevant in legal proceeding, such as governmental investigations or lawsuits. Hastily or poorly written messages could be presented to a jury or fact finder or be the subject of hostile questioning from adverse parties. You should consider how the content of your message will be interpreted by others.

Violation of this policy, or failure to permit an inspection of any device covered by this policy, shall result in disciplinary action, up to and possibly including immediate termination of employment. In addition, the employee may face both civil and criminal liability.

### **Proper Use and Care of Equipment**

Do not attempt to use any machine or equipment you do not know how to operate, or if you have not completed training on the proper use of the machine or equipment. If you find that a machine is not working properly or in any way appears unsafe, please notify your supervisor immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

### **Inspection of Company Property**

Desks, lockers, equipment, computers, and other areas made available to employees for use on work premises are the property of the company providing employees access to such property. Employees should not expect privacy with respect to any company property. Accordingly, Covenant Services, Inc. and/or your company may inspect all company property, as well as any articles found within them, at any time, either with or without prior notice to the employees.

Revised 7-5-18

## EMPLOYEE HANDBOOK

### **Personal Phone Calls & Mail**

Personal phone calls are to be made on the employee's own time, and should not interfere with your work. You may be permitted to make limited local area calls on company telephones for essential personal business during lunch or breaks only. Please do not abuse this privilege. Emergency calls regarding illness or injury to family members, changed family plans, or calls for similar reasons may be made with supervisor's permission. Incoming urgent calls will be directed to you. Customer telephones should never be used for personal or Covenant Services, Inc. business calls. Please use a pay phone or your own cell phone, unless it is an emergency.

### **Electronic Equipment**

The use of company electronic systems, including computers, cell phones, tablets, fax machines, and all forms of Internet/intranet access, is for company business and for authorized purposes only. Brief and occasional personal use of the electronic mail system or the Internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other breaks), and does not result in expense or harm to the company or otherwise violate this policy.

Use is defined as "excessive" if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. Electronic communication should not be used to solicit or sell products or services that are unrelated to the company's business; distract, intimidate, or harass coworkers or third parties; or disrupt the workplace.

-Use of company computers, networks, and Internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct carried out on such systems, including, but not limited to:

-Sending chain letters or participating in any way in the creation or transmission of unsolicited commercial e-mail ("spam") that is unrelated to legitimate company purposes;

-Engaging in private or personal business activities, including excessive use of instant messaging and chat rooms (see below);

-Accessing networks, servers, drives, folders, or files to which the employee has not been granted access or authorization from someone with the right to make such a grant;

-Making unauthorized copies of company files or other company data;

-Destroying, deleting, erasing, or concealing company files or other company data, or otherwise making such files or data unavailable or inaccessible to the company or to other authorized users of company systems;

-Misrepresenting oneself or the company;

-Violating the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way;

-Engaging in unlawful or malicious activities;

-Deliberately propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either the company's networks or systems or those of any other individual or entity;

-Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages;

-Sending, receiving, or accessing pornographic materials;

-Becoming involved in partisan politics;

## EMPLOYEE HANDBOOK

- Causing congestion, disruption, disablement, alteration, or impairment of company networks or systems;
- Maintaining, organizing, or participating in non-work-related Web logs ("blogs"), Web journals, "chat rooms", or private/personal/instant messaging;
- Failing to log off any secure, controlled-access computer or other form of electronic data system to which you are assigned, if you leave such computer or system unattended;
- Using recreational games; and/or
- 
- Defeating or attempting to defeat security restrictions on company systems and applications.

Important exception: consistent with federal law, you may use the company's electronic systems in order to discuss with other employees the terms and conditions of your and your coworkers' employment. However, any such discussions should take place during non-duty times and should not interfere with your or your coworkers' assigned duties. You must comply with a coworker's stated request to be left out of such discussions.

Using company electronic systems to access, create, view, transmit, or receive racist, sexist, threatening, or otherwise objectionable or illegal material, defined as any visual, textual, or auditory entity, file, or data, is strictly prohibited. Such material violates the company anti-harassment policies and subjects the responsible employee to disciplinary action. The company's electronic mail system, Internet access, and computer systems must not be used to harm others or to violate the laws and regulations of the United States or any other nation or any state, city, province, or other local jurisdiction in any way. Use of company resources for illegal activity can lead to disciplinary action, up to and including dismissal and criminal prosecution. The company will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, archives, or files on individual Internet activities, e-mail use, and/or computer use.

Unless specifically granted in this policy, any non-business use of the company's electronic systems is expressly forbidden. If you violate these policies, you could be subject to disciplinary action, up to and including dismissal.

### Ownership and Access of Electronic Mail, Internet Access, and Computer Files; No Expectation of Privacy

The company owns the rights to all data and files in any computer, network, or other information system used in the company and to all data and files sent or received using any company system or using the company's access to any computer network, to the extent that such rights are not superseded by applicable laws relating to intellectual property. The company also reserves the right to monitor electronic mail messages (including personal/private/instant messaging systems) and their content, as well as any and all use by employees of the Internet and of computer equipment used to create, view, or access e-mail and Internet content. Employees must be aware that the electronic mail messages sent and received using company equipment or company-provided Internet access, including web-based messaging systems used with such systems or access, are not private and are subject to viewing, downloading, inspection, release, and archiving by company officials at all times. The company has the right to inspect any and all files stored in private areas of the network or on individual computers or storage media in order to assure compliance with company policies and state and federal laws. No employee may access another employee's computer, computer files, or electronic mail messages without prior authorization from either the employee or an appropriate company official.

The company uses cloud based software in its electronic information systems that allows monitoring by authorized personnel and that creates and stores copies of any messages, files, or other information that is entered into, received by, sent, or viewed on such systems. There is no expectation of privacy in any information or activity conducted, sent, performed, or viewed on or with company equipment or Internet access. Accordingly, employees should assume that whatever they do, type, enter, send, receive, and view on company electronic information systems is electronically stored and subject to inspection, monitoring, evaluation, and Company use at any time. Further,



## EMPLOYEE HANDBOOK

employees who use company systems and Internet access to send or receive files or other data that would otherwise be subject to any kind of confidentiality or disclosure privilege thereby waive whatever right they may have to assert such confidentiality or privilege from disclosure. Employees who wish to maintain their right to confidentiality or a disclosure privilege must send or receive such information using some means other than company systems or the company-provided Internet access.

The company has licensed the use of certain commercial software application programs for business purposes. Third parties retain the ownership and distribution rights to such software. No employee may create, use, or distribute copies of such software that are not in compliance with the license agreements for the software. Violation of this policy can lead to disciplinary action, up to and including dismissal.

### Confidentiality of Electronic Mail

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable state and federal laws and company rules, policies, and procedures on confidentiality. Existing rules, policies, and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software. Since there is the possibility that any message could be shared with or without your permission or knowledge, the best rule to follow in the use of electronic mail for non-work-related information is to decide if you would post the information on the office bulletin board with your signature.

It is a violation of company policy for any employee, including system administrators and supervisors, to access electronic mail and computer systems files to satisfy curiosity about the affairs of others, unless such access is directly related to that employee's job duties. Employees found to have engaged in such activities will be subject to disciplinary action.

### Electronic Mail Tampering

Electronic mail messages received should not be altered without the sender's permission; nor should electronic mail be altered and forwarded to another user and/or unauthorized attachments be placed on another's electronic mail message.

### Policy Statement for Internet/Intranet Browser(s)

The Internet is to be used to further the company's mission, to provide effective service of the highest quality to the company's customers and staff, and to support other direct job-related purposes. Supervisors should work with employees to determine the appropriateness of using the Internet for professional activities and career development. The various modes of Internet/Intranet access are Company resources and are provided as business tools to employees who may use them for research, professional development, and work-related communications. Limited personal use of Internet resources is a special exception to the general prohibition against the personal use of computer equipment and software.

Employees are individually liable for any and all damages incurred as a result of violating company security policy, copyright, and licensing agreements.

All company policies and procedures apply to employees' conduct on the Internet, especially, but not exclusively, relating to: intellectual property, confidentiality, company information dissemination, standards of conduct, misuse of company resources, anti-harassment, and information and data security.

### Personal Electronic Equipment

The company prohibits the use in the workplace of any type of camera phone, cell phone camera, digital camera, video camera, or other form of recording device to record the image or other personal information of another person, if such use would constitute a

## EMPLOYEE HANDBOOK

violation of a civil or criminal statute that protects the person's right to be free from harassment or from invasion of the person's right to privacy. Employees may take pictures and make recordings during non-working time in a way that does not violate such civil or criminal statutes. The company reserves the right to report any illegal use of such devices to appropriate law enforcement authorities.

Due to the significant risk of harm to the company's electronic resources, or loss of data, from any unauthorized access that causes data loss or disruption, employees should not bring personal computers or data storage devices (such as floppy disks, CDs/DVDs, external hard drives, USB / flash drives, "smart" phones, iPods/iPads/iTouch or similar devices, laptops or other mobile computing devices, or other data storage media) to the workplace and connect them to company electronic systems unless expressly permitted to do so by the company. To minimize the risk of unauthorized copying of confidential company business records and proprietary information that is not available to the general public, any employee connecting a personal computing device, data storage device, or image-recording device to company networks or information systems thereby gives permission to the company to inspect the personal computer, data storage device, or image-recording device at any time with personnel and/or electronic resources of the company's choosing and to analyze any files, other data, or data storage devices or media that may be within or connectable to the data-storage device in question in order to ensure that confidential company business records and proprietary information have not been taken without authorization. Employees who do not wish such inspections to be done on their personal computers, data storage devices, or imaging devices should not connect them to company computers or networks.

Violation of this policy, or failure to permit an inspection of any device under the circumstances covered by this policy, shall result in disciplinary action, up to and possibly including immediate termination of employment, depending upon the severity and repeat nature of the offense. In addition, the employee may face both civil and criminal liability from the company, from law enforcement officials, or from individuals whose rights are harmed by the violation

### *Care of Facilities and Furnishings*

All employees should be responsible for the use and care of furnishings of your company. With that in mind, all personnel should maintain their immediate work areas with routine general housekeeping practices.

## **Discipline**

Supervisors and Managers are responsible for the counseling and discipline of employees whom they supervise. Covenant Services, Inc. and your company may provide the employee with notice of any concern and/or issues and an opportunity to improve. Covenant Services, Inc. reserves the right to determine whether the misconduct or the degree of unsatisfactory performance warrants immediate termination and/or release from service without notice, or a complete separation, total discharge, from Covenant Services, Inc..

When an employee is subjected to disciplinary action and feels that a mistake has been made, the employee may request that a senior management official of Covenant Services, Inc. review the situation. However, Covenant Services, Inc. may, at its sole discretion, grant or deny the request for review. An employee who does not request review of discipline within two working days after receiving discipline or notice of discipline is deemed to have accepted the discipline issued as appropriate.

## **Resignation and Termination**

As an at-will employee, you may terminate your employment with Covenant Services, Inc. at any time. We request that you provide your company at least two weeks' notice of your last day of work before quitting.

### **Voluntary Termination**

The following describe some, but not all, reasons for voluntary termination which effectively release you from service with your company and/or Covenant Services, Inc.:

- Submitting a notice of resignation in writing and telling a supervisor and Covenant Services, Inc. that you quit.
- If you leave your assigned work area or the work premises without notice to your supervisor before your scheduled workday has ended.

## EMPLOYEE HANDBOOK

- If you do not report to work for two consecutive scheduled workdays and do not call-in or notify your company about these absences according to policy.
- Depending upon the specific circumstances, failure to return to work after a leave of absence, or rejection of an offer of light-duty assignment after exhausting all leave accruals and entitlements, may be considered a voluntary termination of employment.

### **Involuntary Termination**

The following describe some, but not all, reasons for involuntary termination which effectively release you from service with your company and/or Covenant Services, Inc.:

- A violation of Covenant Services company policy, your company's policy or protocols, misconduct or unsatisfactory performance.
- Failure to provide sufficient documentation of legal right to work in the United States within 3 business days of hire.
- Discovery of an offense of misrepresentation, fraud, or other false statement made by the employee about his or her identity, qualifications, educational requirements, and skills required for the position either in the hiring process or during employment.
- Layoff due to business, economic or other conditions, which require a temporary or permanent reduction in the work force.
- A lawful request by your company for an employee's removal.
- Imprisonment or detainment that prevents employee from attending work.
- Employee's own serious illness or disability that prevents the employee from performing the essential functions of his or her job position, and where there is no reasonable accommodation available.
- Death of the employee.

Before you leave the work premises on your last day of employment, you are expected to return all company property that has been issued for your use. This includes, but is not limited to: keys, credit cards, cell phones, laptops, business cards, uniforms, and company ID cards. Employees may be held responsible for the cost of replacing lost or damaged items.

### **Terminations**

A total discharge, complete separation of employment from Covenant Services, Inc. will occur if an employee is terminated involuntarily due to any form of misconduct, to include those listed on pages 7 and 8 of this Handbook and other offensive actions, violations or behaviors. If a complete separation occurs then an employee will not be eligible for further assignment by your company or Covenant Services, Inc. All employment relationships with Covenant Services, Inc. will end on the final day of work and/or the date the final terminating incident occurred.

## EMPLOYEE HANDBOOK

### Section III – Safety

#### Safety Policy, Rules and Guidelines

The Covenant Services, Inc. policy is to provide a safe work place of employment for its employees and to abide by accident prevention regulations established by federal, state and local governments and this company. Your company is expected to institute and follow a similar policy. Covenant Services, Inc. is sincerely interested in the safety, health and welfare of our employees and accident prevention is essential to maintaining a safe and efficient work environment regardless of location.

Company senior management, supervisors, and employees all have a responsibility to comply with the published rules and standards of the following but not limited to regulatory agencies: Occupational Health and Safety Administration (OSHA), Department of Transportation (DOT), Mine Safety and Health Administration (MSHA), Environmental Protection Agency (EPA) and other federal, state or local regulatory agencies.

The following general safety rules are established as a guide and are not meant to be all-inclusive:

- All employees will follow safety rules, help other employees maintain safe work conditions and report all unsafe conditions or practices to your supervisor and Covenant Services, Inc.
- Covenant Services, Inc. will insist that employees observe and obey every rule, regulation and order necessary to achieve safe working conditions. Necessary action will be taken to obtain compliance.
- All employees are required to correctly wear or use the Personal Protective Equipment (PPE) or devices necessary for the job being performed.
- First aid kits must be provided by your company and be accessible to all employees.
- Check extension cords daily and make sure there are no exposed wires and all three prongs are intact. Ensure the cords used are the correct gauge for the type of work performed.
- Make sure all electrical tools are in good working condition and all guards are in place – if not take them out of service.
- Fall protection – when working at heights over six feet or when working within six feet of a leading edge, employees must use guard rail systems, hole covers, safety nets, and/or personal fall arrest systems.
- Employees are required to inspect harnesses and lanyards before every use. The inspections shall be documented in writing using your company Fall Protection Equipment Checklist. If the employee has doubts about the equipment, the item is to be taken to a supervisor for inspection.
- While hoisting equipment is in operation, the operator is not permitted to perform any other work, and shall not leave his position at the controls until the load has been safely landed or returned to the ground level. Under no circumstances shall any person give signals to the operator other than the person authorized to do so.
- Housekeeping will be done on a daily basis with no exceptions.
- When power lines are near the buildings where work is being performed, keep all equipment (with the exception of cranes) a minimum of 10 feet away from the building. All cranes must keep a minimum distance of 20 feet from energized lines per

## EMPLOYEE HANDBOOK

- OSHA's Crane Standard, 29 CFR 1926 Subpart CC. If a crane must be positioned closer than 20 feet to power lines, the operator must follow the protocol in OSHA's Crane Standard including but not limited to the use of warning line systems, designated spotters, and proper PPE.
- When any hot work is being performed a fire extinguisher must be easily accessible within 25 feet of the individual. Prior to beginning work, insure the extinguisher is charged and inspected. No hot work shall be performed without a hot work permit.
- Materials must remain in its original container at all times. If it becomes necessary to transfer the material to another container, the container must be properly labeled pursuant to OSHA's Globally Harmonized System (GHS).
- Every person operating a company owned vehicle is required to have a valid driver's license in his/her possession at all times.
- Fighting on the jobsite will result in immediate termination for all employees involved.
- Water coolers are to be cleaned every day on the jobsite. Water and ice are the only contents allowed in the coolers.
- Theft is grounds for immediate termination.
- No cellular devices shall be used while driving a company-owned vehicle or while operating any mechanized equipment.
- The practice of throwing tools from one location to another, from one employee to another or dropping them to lower levels is not permitted.
- Sharp tools or pointed tools shall not be carried in worker's pockets.
- All ladders or scaffolding must be inspected before every use.
- Use the buddy system when carrying a heavier load than usual. Use proper lifting procedures (i.e. squatting). Do not bend over to pick up objects.
- Hearing protection will be provided to employees by your company when employee exposure to noise exceeds 85 dBA during a work shift.
- Only trained, authorized, and certified personnel can operate equipment/motorized machinery. Equipment operators must have a state driver license in order to operate the equipment of intended use. Pre-operation checklists shall be completed by the operator. Machine operators shall wear a seatbelt at all times.
- Getting off or on any equipment while it is in motion is prohibited.
- In the event of a spill, leakage, storage, or disposal of hazardous waste and hazardous material, your supervisor must be notified so appropriate action may be taken.
- SDS (Safety Data Sheets) shall be maintained at your company office for all hazardous chemicals used by employees. (your company shall develop and maintain a chemical inventory list.)
- Employees operating aerials lifts must inspect the equipment before using it and wear proper fall arrest systems (body harness/lanyards) when in the unit.

## EMPLOYEE HANDBOOK

- Employees shall acquaint themselves with location of fire alarms, evacuation routes and fire extinguishers at their work location.
- No horseplay will be allowed.
- Employees shall use hand tools and power tool according to manufacturer's instructions.

The following examples of inappropriate conduct may result in immediate discipline up to and including Termination and/or release from service:

- Performing an unsafe act on Covenant Services, Inc. or your company premises, including parking lots, while in an Covenant Services, Inc. or your company vehicle, or while engaged in Covenant Services, Inc. or your company sponsored/paid activities.
- Failing to use safety devices provided and/or to adhere to safety regulation procedures.
- Smoking in an area not designated as a smoking area
- Using equipment, machines, or materials without approval.
- Using motor vehicles unsafely.
- Failing to report a work related injury to your supervisor before ending your shift of duty.
- Handling or operating machines, tools, or equipment that are not within the scope of your duties.
- Distracting other employees, or causing confusion or other actions that disrupt the work place.

### When an Injury Occurs

The following steps are required when a workplace injury occurs:

1. **Report any accident or work related injury immediately to your Supervisor or call Covenant Services, Inc.. An injured employee will be referred to the nearest, preferred medical facility for a mandatory post-accident drug screen and medical treatment. Failure to submit to a post-accident drug screen will be considered cause for immediate termination and/or release from service.**
2. If it is an emergency that requires an ambulance or immediate transport to a medical facility, the employee shall be taken care of first, and Covenant Services, Inc. can be called from the medical facility.
3. If it is a weekend or after business hours and an employee requires immediate medical attention, and a representative at your company cannot reach anyone at Covenant Services, Inc. the employee shall be taken to the nearest medical facility. Be sure the medical facility understands you are an employee of Covenant Services, Inc. and are subject to a post-accident drug screen.
4. Anytime an employee is injured on the job, a representative at your company must contact Covenant Services, Inc. within 24 hours to complete the accident reporting forms. If the injury occurs over a weekend or holiday, a representative at your company must contact Covenant Services, Inc. by 12:00 pm (noon) the following business day. Failure to contact Covenant Services, Inc. within the required time period constitutes a material breach of their Professional Employer Services Agreement with Covenant Services, Inc. and may result in immediate termination of our services.

## EMPLOYEE HANDBOOK

5. Covenant Services, Inc. requires injuries to be properly documented when they occur. For this reason we have a required set of documents/forms that must be filled out completely when an injury occurs. These forms may be obtained from your Supervisor or retrieved from the Covenant Services, Inc. website.

### **Workers' Compensation Program**

Covenant Services, Inc. has workers' compensation insurance coverage to protect you in the event of a work-related injury or illness. An important factor in working with any insurance company is the timely reporting of injuries by injured employees. Benefits are applied according to the guidelines, rules and regulations of the Texas Department of Insurance, Division of Workers' Compensation, and late reporting of injuries may negate or delay any benefits due.

### **Back to Work Program**

The purpose of a Back-to-Work Program is to help enable health recovery and resumption of full capabilities by injured employees whose injury initially restricts their ability to perform their normal job duties. It is the employee's responsibility to notify Covenant Services, Inc. and your company when there is a change in your work status or if you are restricted in ability to perform normal job functions. This is normally documented by the treating facility and provided to the employee. Be sure you give a copy of this to your Supervisor. At the time Covenant Services, Inc. is made aware of an employee's restricted status, the following steps shall be taken:

1. Request the treating physician or licensed medical professional to submit a DWC 73 Work Status Report, listing the employee's medical restrictions.
2. Upon receipt of the DWC 73, provide this form to the insurance carrier and the employee's supervisor.
3. Contact the employee's supervisor to discuss what alternate duty is available based on the restrictions. In some cases IWS may coordinate with a third party to provide transitional duty if your company does not have any alternative duty available.
4. Provide a written "Bona Fide Offer" of employment to the employee detailing the alternate duty assignment. The Bona Fide Offer may be modified through the course of the employee's rehabilitation, to reflect changes in medical restrictions.

Periodic reassessments as to the employee's restrictions will be made by the treating doctor. Employees who do NOT follow up with their treating doctors may be classified as "non-compliant" with their treatment plan. This can result in closure of the worker's compensation file by the carrier.

Employees, who refuse any form of medical treatment after an occupational injury occurs, will be required to sign an "Employee Refusal of Medical Treatment Waiver".

### **Drug and Alcohol Abuse**

Covenant Services, Inc. intends to provide a safe, alcohol-free and drug-free workplace. Therefore, it is the policy of Covenant Services, Inc. to prohibit the unauthorized possession, use, presence of, sale or transfer of drugs or alcohol on all Covenant Services, Inc. or your company property, including all of Covenant Services, Inc. or your company structures, facilities, land, and vehicles used for Covenant Services, Inc. or your company purposes. Employees are further prohibited by law from possessing or distributing illegal drugs either during or outside of work. The use of medicinal marijuana is permitted in some states in which your company's employees may work in, now or in the future. In accordance with Federal law, medicinal marijuana is not legalized; therefore your employees cannot be in possession, cultivate, distribute, or consume medicinal marijuana while employed by your company.

### **Definitions**

- "Alcohol" means ethyl alcohol or ethanol.
- "Drugs" mean any substance recognized as a drug in the U.S. Pharmacopoeia, or other drug compendia or supplement to any of those compendia. This includes, without limitation, narcotics, hallucinogens, depressants, stimulants, inhalants, and other controlled substances.

## EMPLOYEE HANDBOOK

- “Drug Paraphernalia” means objects used to manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, or conceal drugs, and by inject, ingest, inhale, or otherwise induce a drug into the human body.
- “Screen Test” means any test for drugs or alcohol-utilizing testing of body fluids (blood, urine, etc.) or any other medically established reliable method of testing to detect a number of physical conditions, including the presence of drugs and/or alcohol.
- “Prospective Employee” means any person who has made application for employment.
- “Sample” means urine, blood, breath, saliva, or hair.

Covenant Services, Inc. employees are required to notify Covenant Services, Inc. if they are convicted of any illegal drug violation within five (5) days of such conviction. Covenant Services, Inc. asks all employees to make a good-faith effort to maintain a drug and alcohol free workplace for the benefit of all concerned.

Employees who violate this policy will be subject to disciplinary action including immediate termination of employment.

### **Drug and Alcohol Testing Policy**

Covenant Services, Inc. employees may be required to submit to appropriate drug and alcohol testing during working hours, according with Covenant Services, Inc. and your company’s Drug and Alcohol testing policy. Any failure or refusal to submit to testing, attempt to alter the result or test results, or indicating an employee was working on your company premises under the influence of prohibited substances, or failure to report to Covenant Services, Inc. a violation or suspected violation of this guideline may warrant the imposition of discipline, up to and including termination.

### **Testing**

Covenant Services, Inc. reserves the right to conduct routine drug and alcohol testing under the Department of Transportation, Federal Motor Carrier Safety Administration rules. Parts 40, 382. That will be the responsibility of your company at their expense, of employees and prospective employees. Covenant Services, Inc. may require employees and prospective employees to provide blood, urine, saliva, hair follicle, breath samples for analysis by appropriate medical personnel contracted to perform analysis tests for Covenant Services, Inc..

### **Screen Testing**

Screen testing may occur to maintain a safe work environment for employees and the general public, to maintain productivity and to safeguard the property and information of Covenant Services, Inc. and your company Occasions when screen testing may occur are:

1. As part of a work-related injury or accident/incident investigation.
2. As stipulated by third party contract.
3. As a result of a perceived change in or impairment of an employee’s job performance or conduct.
4. On any employee who is perceived to be under the influence of drugs or alcohol.
5. As part of Covenant Services, Inc. efforts to maintain or improve productivity, quality of performance and production, security or safety.
6. In connection with job promotions and job transfers.
7. On any basis as considered necessary by Covenant Services, Inc..
8. As part of the hiring process for employment. (Where and when applicable)



## EMPLOYEE HANDBOOK

Covenant Services, Inc. may take disciplinary action on the basis of the information obtained through testing. If an employee refuses to undergo a screen test, the employee will be disciplined or terminated immediately. Refusal of a prospective employee to consent to a screen test may result in disqualification from further consideration for employment.

### **Cost of Testing and Work Time**

1. Any drug and alcohol testing by Covenant Services, Inc. shall occur during or immediately after the regular work period of current employees and shall be deemed work time for purposes of compensation and benefits for current employees.
2. **Your Company shall pay all costs of testing for drugs or alcohol required by Your Company / Covenant Services, Inc.**

### **Confidentiality**

1. The test and its results are considered confidential and the property of Covenant Services, Inc..
2. The test and its results shall not be disclosed to any other person other than Covenant Services, Inc., your company to whom an employee has been assigned who possesses a need to know, the employee tested, our designated Third Party Administrator of workers' compensation claims and the insurance carrier, third-party contract administrator, testing facility, or the tested prospective employee.
3. Covenant Services, Inc. shall not disclose the test or its results to any other employer or any member of the public.
4. Any other disclosures of the test or its results must be authorized by the employee or prospective employee in writing. Authorization is provided by the employee or prospective applicant when they sign the "Employee Acknowledgement of Safety, Drug & Alcohol Policy" form.
5. Confidentiality of the test or its results shall be deemed waived in the event the employee or prospective employee initiates any proceeding, action, or arbitration concerning his employment with Covenant Services, Inc.
6. Covenant Services, Inc. is entitled to use drug or alcohol test results as a basis for disciplinary action, including termination, and in any administrative or judicial proceeding in which an employee or former employee seeks to obtain unemployment benefits.

### **Employees Rights**

1. As an employee of Covenant Services, Inc. you have the right, on request, to obtain written test results.
2. As an employee of Covenant Services, Inc. you have the right, on request, to explain in a confidential setting, a non-negative test result.

### **Enforcement Policy**

Covenant Services, Inc. may, in its sole discretion, take any of the following actions to enforce its Drug and Alcohol Policy upon receipt of a confirmed non-negative drug or alcohol test or upon the refusal of an employee to submit to a drug or alcohol test:

1. Immediate termination of employment.
2. Suspension of the employee with or without pay for a period of time.
3. Refusal to hire a prospective employee.

## EMPLOYEE HANDBOOK

4. At employee's expense, require the employee to enroll in a company-approved rehabilitation, treatment, or counseling program, which may include additional drug or alcohol testing, as a condition of continued employment.
5. Require the employee to submit to additional tests at any time, with or without cause, including any time after the employee has successfully completed a treatment, or counseling program.
6. Other disciplinary measures in conformance with Covenant Services, Inc. usual practices, policies, or procedures.

### **Searches and Seizures**

In order to achieve the purposes of this policy, Covenant Services, Inc. has the right, without notice, to search Covenant Services, Inc. or your company facilities, property, equipment, employee lockers, vehicles, and work areas.

Both Covenant Services, Inc. and your company have the right to conduct a search of any employee and their personal property. If you do not want personal belongings to be subject to a possible search, it is advised not to bring such items to your place of business or on company property. Covenant Services, Inc. and/or your company may provide the results of the search to law enforcement.

### **Anti-Violence and Weapons Policy**

The Company and its Client are committed to preventing violence and to maintaining a safe work environment. All employees should be treated with courtesy and respect at all times.

“Workplace violence” includes threats; threatening or aggressive behavior, such as intimidation or attempts to instill fear in others, even if made in jest; belligerent speech, excessive arguing, swearing, and sabotage or threats of sabotage of Company and Client property; defacing Company and/or Client property or causing physical damage to facilities; and bringing weapons or firearms of any kind onto Company and/or Client premises.

Firearms must be locked and stored in personal vehicles while on Company and/or Client property, including parking lots, or while conducting Company and/or Client business. Any employee observing or becoming aware of such behavior must notify his or her supervisor immediately. All threats and attempts to harm will be taken seriously. Employees who may be victims of domestic violence are encouraged to report to their supervisors if they are concerned about their security at work.

Employees are expected to refrain from horseplay or any activity that may lead to a threatening or violent situation for employees or others. Any verbal or physical altercation or behavior that threatens or intimidates another employee or any other person at any time will not be allowed in any circumstances. We specifically discourage employees from engaging in any verbal or physical confrontation with a violent or potentially violent individual. The Company and the Client expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations and to report them promptly.

All employees of the Company and the Client are prohibited from using, possessing, or concealing any weapons (including knives), whether intentional or not, while on the premises of the Company and/or the Client, or while engaged in work-related activities for the Company and/or Client, regardless of whether the person is licensed to carry the weapon. Weapons include firearms, handguns, explosive weapons, chemical dispensing devices, clubs or other weapons.

Employees in violation of this policy are subject to immediate removal from the premises and will be subject to disciplinary action, up to and including termination.

## EMPLOYEE HANDBOOK

### **Section IV – Compliance**

#### **Equal Employment Opportunities (1 or More Employees)**

Covenant Services, Inc. is committed to offering equal employment opportunities in all of its employment practices. Covenant Services, Inc. does not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, handicap, veteran, or any other categories protected by federal, state or local law. Covenant Services, Inc. is committed to ensuring that non-discrimination applies to all areas of employment including hiring, training, promotion, discipline, termination, lay-off, compensation, benefits, and any other employment-related action. Covenant Services, Inc. has implemented employment policies and procedures, which were designed to encourage equal employment opportunities, and to foster a productive work environment. We expect each employee to honor equal employment opportunity policies and to treat one another with respect, and in a non-discriminatory manner. Employees are expected to foster a productive work environment that is free from harassment or disruptive activity.

Employees aware of any violation of this policy are required to report the circumstances either to a manager who is not involved in the violation or Human Resources. The reporting employee may bypass as many levels as necessary to make management aware of these problems. There will be no retaliation against the reporting employee. Any reports or complaints will be investigated as confidentially as possible, while consistent with the need to complete a reasonable investigation and take appropriate remedial action when required. If Covenant Services, Inc. determines that a violation of this policy occurred, prompt and appropriate disciplinary action will be taken against the offending employee, up to and including termination.

#### **Military Leave (1 or More Employees)**

If you are a member of the Reserve Corps of the U.S. Armed Forces or the state National Guard, you may take a military leave of absence without pay if you are required to go on active duty or active duty for training. To help us cover your position while you are on leave, please notify your supervisor of the expected date of your departure and, where possible, your expected date of return as soon as you receive your orders. Eligible employees are granted time off without pay for military training duty, may be reinstated to their prior jobs, and are entitled to all the non-seniority rights and benefits generally provided to employees on other types of leaves of absence. An employee called to service may elect to continue to participate in the employer's health insurance plan for up to 24 months, and may be required to pay up to 102% of the insurance premium coverage (2% is admin fees).

#### **Health Insurance Portability and Accountability Act (HIPAA) (1 or More Employees)**

Covenant Services, Inc. is committed to protecting the confidentiality of the health information of our employees. Whether health information is maintained or distributed in hard copy, electronically, or verbally, all employees who have access to this information, including but not limited to your company's supervisors, Human Resources, and third parties such as vendors providing healthcare coverage and benefits administration, will maintain its confidentiality.

Access to health information is limited to those persons who have a valid business need for the information, or otherwise have a right to know the information for the following reasons:

- Determining whether an absence is excused because of illness or injury
- Substantiating whether a request for sick leave is justified
- Assessing an employee's or applicant's request for a reasonable workplace accommodation under the Americans with Disabilities Act
- Determining whether an employee is eligible for time off under the Family & Medical Leave Act
- Obtaining the results of an applicant's or employee's drug test
- Obtaining the results of a pre-placement medical examination
- Obtaining the results of a worker's fitness-for-duty physical exam

## EMPLOYEE HANDBOOK

- Obtaining the results of an injured employee's return-to-work physical exam
- Obtaining the results of an employee returning from leave due to his or her own serious health condition

Access to an individual's health information, or the use or disclosure of an individual's health information must, to the extent practicable, be limited to the minimum necessary to accomplish the intended purpose of the approved use, disclosure or request as described above.

Any knowledge of a violation of this policy must be reported to your Manager or Human Resources. Any confidentiality violations are considered extremely serious and may result in the immediate disciplinary action up to and including dismissal.

### **Sexual and other Unlawful Harassment (15 or More Employees)**

#### **Harassment Prevention**

Covenant Services, Inc. expressly prohibits any form of unlawful harassment based on race, color, religion, sex, national origin, age, mental or physical disability, handicap, family or marital status, Vietnam-era or special disabled veteran, or based on any category protected by federal, state or local law. Improper interference with the ability of any employees to perform their expected job duties is not tolerated, and if unlawful harassment occurs, Covenant Services, Inc. will take decisive and appropriate action, including termination of employment. This policy applies to Covenant Services, Inc.'s employees, supervisors, vendors, contractors and your company.

#### **Sexual Harassment Policy**

With respect to sexual harassment, Covenant Services, Inc. prohibits unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment (i.e., performance appraisals, compensation, advancement, or any other term or condition of employment or career development); or
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Unwanted or offensive comments, slurs, jokes, letters, poems, or e-mail or voice mail messages regarding race, color, religion, sex, national origin, age, disability, or any other legally protected status.
- Foul, obscene or sexually offensive language.
- Repeated unwelcome sexual flirtations or repeated requests for dates.
- Continued commentaries about an individual's body.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
- Sexually suggestive touching.
- Violating someone's "personal space."
- Whistling.
- Leering, staring, stalking.
- Sitting or gesturing sexually.

## EMPLOYEE HANDBOOK

- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities deficiencies, or prowess.
- Questions about one's sex life or experiences.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Sexual or physical touching or assault.

Any employee who experiences any job-related harassment or discrimination based on sex, race, color, national origin, age, disability, or any other basis, or believes that he or she has been treated in an unlawful, discriminatory manner should immediately report the incident to their immediate supervisor and/or to Covenant Services, Inc. Human Resources at 830-796-4050. Employees can raise concerns and make reports without fear of reprisal. We will investigate complaints of harassment promptly. We will, to the extent practical, maintain the privacy and confidentiality of the party's interests. Employees found to have engaged in harassment are subject to discipline, including warnings, suspensions, and immediate termination of employment. An officer, supervisor, or manager who has been advised or has knowledge that this policy against harassment has been violated must promptly report the relevant information to his or her supervisor. Failure to do so may result in disciplinary action.

### **Harassment & Other Complaints Procedure**

All complaints of suspected or witnessed harassment, discrimination, policy violations or other inappropriate behavior or misconduct at work will be investigated promptly and Covenant Services, Inc. will take any necessary corrective action, up to and including employee termination and/or release from service. All investigations will be conducted as confidentially as possible, but at times it may be necessary to reveal the identity of the employee filing the complaint and the alleged victim and witnesses.

Because the subject of harassment or discrimination may be difficult to talk about, an employee may also report an incident to any supervisor or manager. Each supervisor and manager of the company is responsible for ensuring all policies are enforced consistently and non-discriminatorily. This responsibility includes making each employee aware of the company policies on discrimination and harassment and maintaining a work area free from conduct that causes, or reasonably could be considered to cause, an intimidating or offensive work environment. Any employee who is found after appropriate investigation, to have violated a policy will be subject to appropriate disciplinary action up to and including immediate termination.

Covenant Services, Inc. prohibits any form of retaliation against any employee for filing a valid complaint made in good faith, concerning prohibited harassment or discrimination or for assisting in an investigation. Any employee who believes that he or she has been subjected to retaliation in violation of this policy should immediately report the retaliation to Human Resources.

If after investigating any complaint of harassment or unlawful discrimination, Covenant Services, Inc. determines that the complaint is not valid and was not made in good faith, or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the complainant.

### **Americans with Disabilities Act (ADA) (15 or More Employees)**

Covenant Services, Inc. is firmly committed to complying with the Americans with Disabilities Act (ADA) and other federal and state legislation designed to ensure equal employment opportunities to persons with disabilities. The ADA requires that employment decisions be based on the ability of a person to perform the essential functions of a job and not the person's disability or limitations.

Covenant Services, Inc. prohibits discrimination on the basis of disability in regard to all employment practices, and the terms, conditions and privileges of employment. Consistent with this policy and applicable law, Covenant Services, Inc. and companies with fifteen or more employees will make reasonable accommodations to the known physical or mental

## EMPLOYEE HANDBOOK

limitations of qualified applicants or employees, unless to do so would cause an undue hardship on the operation of its business. Further, Covenant Services, Inc. reserves the right to make exceptions from any guidelines contained in this Employee Handbook in order to implement or satisfy the reasonable accommodation requirements imposed by the ADA.

To comply with ADA requirements Covenant Services, Inc. recommends that your company do the following:

- Identify the essential functions of each job.
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties.
- Determine whether a reasonable accommodation can be made for qualified individuals.

### **Consolidated Omnibus Reconciliation Act (COBRA) (20 or More Employees)**

If your company offers a group health insurance plan, the federal law enacted by the Consolidated Omnibus Reconciliation Act (“COBRA”) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under this group health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee’s hours, an employee’s divorce or legal separation, and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee/beneficiary pays the full cost of coverage plus an administration fee.

Any full-time employee who is unable to work due to a workers’ compensation injury shall be entitled to the continuation of health insurance benefits for a period of ninety (90) days. Health insurance benefits ordinarily provided by the employer, and for which the employee is otherwise eligible, will be continued for a period of ninety (90) days following the date of his or her injury, so long as the employee continues to pay his or her required financial contribution/portion of the monthly insurance premium. The employee’s required monthly contribution/portion of the insurance premium will be equal to the amount the employee paid, on a monthly basis, during the last full calendar month prior to the employee’s date of injury. The cost of dependent coverage normally borne by the employee will remain the sole responsibility of the employee during the ninety (90) day period following the employee’s date of injury.

On the ninety-first day that the employee misses work due to an on-the-job injury, the employee’s group health insurance coverage, if any, will be terminated. On the ninety-first day following the claimant’s absence from work, the employee is entitled under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), to continue their health insurance coverage, at the employee’s sole expense. COBRA premium payments must be paid by the employee to Company Name or Company’s duly appointed designee, monthly. The date of the COBRA “qualifying event” will be the ninety-first day that the employee is absent from work due to his or her disability and/or inability to perform the essential job functions and/or his or her reduction in hours.

### **Family and Medical Leave Act (FMLA) (50 or More Employees)**

#### **Eligibility & Entitlement**

Under the Family Medical Leave Act - FMLA, (29 Code of Federal Regulations, Section 825.106 Joint Employer Coverage), your company is considered the primary employer for FMLA eligibility purposes. Your company is responsible for:

- providing employees with any required FMLA notices,
- providing the actual FMLA leave, and
- maintenance of health benefits during periods of FMLA leave.

If an employee has been employed for at least twelve months and worked at least 1,250 hours during the previous twelve-month period with your company and if there are 50 or more employees during 20 or more calendar workweeks in the current or proceeding calendar year within a 75-mile radius of the work location where the employee requests leave, then the employee is entitled to a total of twelve weeks of unpaid family and/or medical leave during any twelve-month period under federal law.

Eligible employees may be entitled to FMLA leave for the following reasons:

## EMPLOYEE HANDBOOK

- Birth of the employee's child
- Adoption of a child by the employee
- Foster care placement of a child with the employee
- Primary caregiver of a child, spouse or parent of the employee who has a serious health condition
- Incapacity of the employee (from performing the essential functions of the job) due to the employee's own serious health condition

Depending upon the specific circumstances, some employees may be eligible for additional leave in compliance with the ADA and applicable state disability and workers compensation law. The twelve-month period will be calculated on a rolling period measured backward from the date an employee first uses any FMLA leave. When employees take leave in accordance with this policy, it will be counted against the maximum total FMLA leave entitlement for the current twelve (12) month period. Any employee out on FMLA leave who works for another employer during the leave will be treated as voluntarily quitting employment your company and Covenant Services, Inc. effective the first date of the leave of absence.

Covenant Services, Inc. will assist your company in the coordination of FMLA benefits, and provide guidance regarding requirements under the Family and Medical Leave Act, but Covenant Services, Inc. is not the primary party responsible for FMLA leave.

### **The Family Medical Leave Act Military Family Leave Entitlements**

On October 28, 2009, the President signed the National Defense Authorization Act for Fiscal Year 2010 (2010 NDAA), Public Law 111-84. Section 565 of the 2010 NDAA amends the military family leave entitlements of the Family and Medical Leave Act (FMLA). These amendments expand coverage for "qualifying exigency" leave to eligible employees with covered family members in the Regular Armed Forces and coverage for "military caregiver leave" to eligible employees who are the spouse, son, daughter, parent, or next of kin of certain veterans with a "serious injury or illness".

- **Qualifying Exigency Leave:** Eligible employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation.

Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces.

Qualifying exigencies include:

- Issue arising from a covered military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of **seven** days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
- Certain childcare and related activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;
- Making or updating financial and legal arrangements to address a covered military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- Taking up to **five** days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90

## EMPLOYEE HANDBOOK

- days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member;
  - Any other event that the employee and employer agree is a qualifying exigency.
- **Military Family Medical Leave Entitlements** An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a **combined** total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

### **Intermittent Leave**

The employee and your company must agree in advance if an employee's FMLA leave will be taken on an intermittent or reduced leave schedule. However, the total of twelve (12) workweeks of unpaid FMLA leave must be taken within a period of 24 consecutive workweeks. If an employee requests intermittent or reduced leave status, the employee may be temporarily transferred to another position of equivalent pay and benefits in order to better accommodate the leave.

### **Use of Paid Time-Off Benefits**

It will be at the discretion of your company to require employees to apply all earned vacation or sick leave towards any leave for family or medical reasons. After any available paid leave has been used up to compensate the employee during the otherwise unpaid leave of absence, the remainder of the FMLA leave will be unpaid. Paid time-off benefits may not be used to extend the total length of leave for FMLA reasons.

### **When Both Spouses Work for Company**

When a husband and wife are both working at your company, leave may be limited to a combined total of 12 weeks of unpaid leave in a 12-month period for the birth or adoption of a child or to take care of an ill parent; and simultaneous leave may be restricted to a maximum of four (4) weeks if both employees have the same or inter-related job duties and their absence would unduly disrupt our business.

### **Job Restoration Upon Return from FMLA Leave**

All employees who are granted FMLA leave and adhere to the policy and procedures for such leave, will be returned to the same position held prior to the leave, or one that is equivalent in pay, benefits, and other terms and conditions of employment. Job restoration may be denied, in certain circumstances, to "key" employees. Key employees are salaried employees who are among the top 10 percent of YOUR COMPANY'S highest paid individuals. Key employees will be notified of their status upon their request for authorization for the leave of absence.

### **Employee Benefits During FMLA Leave**

If employee is participating in a group health, dental, life insurance or disability benefit plan before going out on an FMLA leave of absence, the insurance coverage may continue during a leave of absence. Employees must continue to pay the established monthly insurance premium on the regularly scheduled due date, or coverage will be cancelled. Employees are responsible for submitting premiums on a timely basis to avoid jeopardizing the continuation of insurance coverage. If payment is not made timely, insurance benefits may be cancelled. If an employee does not return from leave, for reasons other than his or her own serious illness, he or she will be required to repay any premium payments made by the employer during the approved leave of absence. Please ask Human Resources for more details on benefits during an FMLA or any other leave of absence.



## EMPLOYEE HANDBOOK

### **Employee's Notification to Company**

Whenever the need for FMLA leave is foreseeable, employees should provide your company with 30 days advance written notice of the need for leave. If emergency conditions prevent such notice, written notification must be made as soon as possible, usually within two days of the beginning of the requested FMLA leave period.

Employees must report their status and intent to return to work to a designated representative of your company every two weeks during the leave period. Failure to do so will be a violation of this policy and may be treated as the employee's voluntary resignation based on his or her implied intent not to return to work at the end of the leave.

### **Medical Certification**

Certification is required for FMLA leave to care for your own serious health condition or that of a family member. Employees must obtain the following information from a qualified health care provider and make it available to your company within 15 days of the request for leave:

1. A statement that the Employee is needed to care for a family member with a serious health condition, or that a serious health condition prevents the Employee from performing one or more of the essential functions of his or her job;
2. The date the serious health condition began;
3. The probable duration of the condition; and
4. If applicable, a statement verifying the need for intermittent leave or a reduced work schedule, including scheduled dates for treatment(s) and the probable duration of the need for intermittent leave.

your company may delay approval for the start or continuation of the leave until proper medical certification is submitted; and may refuse to approve the leave as FMLA leave if certification is not submitted. Under no circumstances can your company representatives contact an employee's physician for certification or clarification of an employee's serious health condition.

### **Re-Certification**

When the leave is due to the serious health condition of the employee or the employee's family member, your company may require subsequent medical certification of the serious medical condition on a reasonable basis, generally not more than every 30 days for the following reasons: upon the employee's request for an extension of leave; if circumstances change significantly; or if we receive information that casts doubt on the employee's original reason for the leave of absence under the FMLA. This re-certification must be returned to your company within the time frame specified.

### **Dispute Resolution**

If there is a dispute about the medical opinion provided by the employee's health care provider, your company might, at its discretion, require a second opinion, and will select and pay for that second health care provider. If a third opinion is necessary, a third health care provider may be selected, also at your company's expense. Both the employee and the company must agree upon the third health care provider whose opinion will be final and binding.

### **Release to Return to Work**

For the safety and welfare of the employee returning from a leave due to his or her own serious medical condition, a doctor's release, or a physician's fitness-for-duty report, is required when the employee is returning from a leave of absence lasting one week or longer. your company may delay or deny restoration of employment until the medical release is provided. your company also has a duty to consider the safety and welfare of the employee, and others the employee may come in contact, with respect to the employee's ability to perform the essential functions of the job that he or she will be expected to perform.

## EMPLOYEE HANDBOOK

### **Section V – Your Companies Specific Policies**

#### **Vacation - If Offered by Your Company**

You must request and receive approval in advance of taking any vacation time. Unless otherwise approved, vacation time may be taken only in full day increments. Unless approved in writing, unused vacation may not be carried over into a future year and vacation not taken will not be paid, except as required by law. During the days you are on approved vacation, your pay will be based on your base rate of compensation, not including incentives, overtime, shift differentials, bonuses, or the like.

Covenant Services / Your Company reserves the right to interpret the provisions of this section relating to vacations and to adopt rules or conventions for the administration of the vacation benefit program.

#### **Employee Termination**

Employees who leave the Company will not be granted any accrued vacation pay.

#### **Holidays – If Offered by Your Company**

Regular full-time employees are eligible for the holidays designated.

Holidays that fall on a weekend will be observed on the closest business day. If, because of the needs of the business, you are scheduled to work on a holiday, an alternative date will be assigned in substitution for the official company holiday. Your holiday pay will be based on your base rate of compensation, not including incentives, overtime (except as required by applicable law), shift differentials, bonuses, or the like.

#### **Other Benefits – If Offered by Your Company**

You may be provided other benefits from time to time. Please ask your supervisor to identify other benefit programs currently in effect. Please note some benefits may be provided through written plan documents or policies. If there is an inconsistency between any description of the plan or benefits provided, the written plan documents or policies will control and resolve any inconsistency.

#### **Kickback Policy**

A kickback is compensation of any kind that is directly or indirectly accepted by an employee from any individual.

Your company policy prohibits employees from participating in kickbacks including money or other forms of bribes in return for providing help in a secret and dishonest deal.

Evidence leading to an employee who willingly participates in this activity will be considered immediately terminated for gross conduct. Additionally, employees may be subject to criminal actions resulting in fines, imprisonment, or both. Any person who knowingly engages in prohibited conduct may be subject to civil actions resulting in fines.

Kickbacks can include but is not limited to: Money, Fees, Commissions, Credits, Gifts or Gratuities

## **Acceptable Use of Electronic Data Policy**

The purpose of this policy is to establish a standard for the creation of strong passwords, the protection of those passwords, and the frequency of change.

The scope of this policy includes all personnel who have or are responsible for an account (or any form of access that supports or requires a password) on any system that resides at any Covenant Services / your company's facility, has access to the Covenant Services / Your company's network. All passwords are to be treated as sensitive, confidential Covenant Services / Your company's information.

Here is a list of "do not's"

- Don't reveal a password over the phone to anyone
- Don't reveal a password in an e-mail message
- Don't talk about a password in front of others
- Don't hint at the format of a password (e.g., "my family name")
- Don't reveal a password on questionnaires or security forms
- Don't share a password with family members
- Don't reveal a password to a co-worker while on vacation
- Don't use the "Remember Password" feature of applications
- Don't write passwords down and store them anywhere in your office.
- Don't store passwords in a file on ANY computer system unencrypted.

If someone demands a password, refer them to this document or have them call Covenant Services. If an account or password is suspected to have been compromised, report the incident to your direct supervisor or Covenant Services.

I understand that your company has granted me electronic access to company information. I accept responsibility to use, manage and protect the data/information that will be used for the best interest of the company. Access to any and all company information shall be subject to the following conditions and limitations:

- a. I will comply with the privacy, confidentiality, and security policies of your company I understand that any and all information that is stored in my computer automatically becomes company property.
- b. All user IDs and passwords are the property of the company and must be provided to Management only. Any changes to an ID or password should be sent immediately to Management only via telephone or in person. Management may periodically conduct a check of the IDs and passwords on record.
- c. I will be the only one to use my login user name and will not share or disclose my password(s) with anyone other than management for any reason. Similarly, I will not use the login user name or password(s) of another individual to access Company information.
- d. In the event of my voluntary or involuntary termination of employment, I will not alter, remove or otherwise disable any company equipment and any company data or information regardless of its form.
- e. I understand that in the event I inappropriately use, disclose, or breach this policy, I may be subject to disciplinary action, up to and including termination. I also understand that I may be subject to civil or criminal penalties as described by federal/state law as a result of such inappropriate use of altering, destroying or removing data in any form from the company.

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