

COVENANT SERVICES  
A TEXAS CORPORATION  
TEXAS LICENSE #1076

**Covenant Services**

EMPLOYEE HANDBOOK

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## **WELCOME**

Welcome to Covenant Services. We want to make your association with Covenant Services a rewarding and mutually beneficial relationship.

### **Purpose of this Employee Handbook**

We are providing you with this Employee Handbook to help you become familiar with basic policies, procedures, and standards that Covenant Services has established. Not all details are contained in this handbook. There may be other policies, procedures, and standards in effect from time to time. We may modify, add to, delete or revise any portion of this handbook as we deem necessary or appropriate.

We will use our reasonable judgment in operating our business and strive to administer the provisions of this handbook in a fair and consistent fashion. We will take into account the relevant facts, circumstances, and business objectives. There may, however, be circumstances under which we may waive compliance with or permit exceptions or variances to this handbook. The fact that we waive compliance or permit exceptions or variances will not constitute a revision of this handbook. The provisions of this handbook will apply to future circumstances unless we, in our discretion, waive compliance again or permit future exceptions or variances.

**Disregarding or failing to comply with this handbook could lead to disciplinary action, up to and including possible termination of employment.**

## **YOUR EMPLOYMENT - GENERALLY**

### **Your Employment Status**

As an employee of Covenant Services, you are an “employee-at-will”. That means that either you or Covenant Services may end the employment relationship at any time, with or without good cause to do so. We may from time to time enter into written contracts of employment with certain employees, and thus the preceding sentence may not apply to such employees. Any statements, promises, or assurances of continued employment or employment for a definite term not contained in a signed written employment agreement are not binding on Covenant Services and should not be relied upon.

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### **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, 32 hours or more for Covenant Services Staff, and who are not temporary employees.

Regular part-time employees: Employees who are not normally scheduled to work a part-time schedule, 32 hours or less for Covenant Services Staff, 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.

### **Personnel Records**

Covenant maintains personnel records for payroll administration and other important purposes. It is important to keep these records up to date. Please notify us of any changes in address, emergency contacts, or other applicable family or beneficiary information.

### **Immigration Laws**

The United States immigration laws require that individuals complete an employment verification procedure before they are permitted to work. Any individual who has not completed the specified form (Form I-9) and provided the appropriate verification will not be permitted to work and will not be paid until the procedure is completed.

## **WORKING AT Covenant Services**

### **Hours/Schedules/Overtime**

Your supervisor will let you know what times you are expected to be present for work. Overtime may be necessary due to business needs and your supervisor will make reasonable efforts to advise you of overtime requirements. Overtime must be authorized or approved in advance. You are responsible for accurately recording and reporting time worked to assist us in complying with federal and state laws which require such record keeping for calculating pay and benefits.

### **Attendance and Timeliness**

Your attendance and punctuality are essential job functions for which you are responsible. If you are unable to work because of illness or other personal reasons, you must notify your supervisor with as much notice as practical under the circumstances prior to your starting time on each day of your absence. If you do not provide proper notice on a timely basis, your absence or tardiness will be considered unexcused. Unexcused or excessive absences or tardiness may result in disciplinary action up to and including discharge. Failure to report for your workday without timely notice to your supervisor will be considered a no call / no show. You will be considered to have voluntarily resigned after two consecutive no call / no shows.

An absence of more than (3) three consecutive workdays due to injury or illness requires 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.

### **Attire**

Covenant 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.

### **Meal Time and Breaks**

The timing of meals and other permitted breaks should be coordinated by employees with their supervisors and co-workers. These breaks are not to exceed the amount of time designated.

### **Work Rules**

Covenant Services is committed to providing a workplace atmosphere that is conducive to productivity and safety. We seek to treat our customers, vendors, and fellow employees with respect and courtesy. It is impossible to list all forms of conduct that we want to encourage and to discourage.

Inappropriate conduct includes engaging in conduct which is contrary to the policies, procedures, and rules adopted by the Company, whether in this handbook or otherwise, and conduct which is otherwise disruptive to or could cause harm to our business.

Examples of inappropriate conduct include but are not limited to the following:

- Unexcused absenteeism or tardiness
- Unauthorized use of company or personal equipment – i.e. computers, cell phones, laptops, tablets, etc.
- Dishonesty and/or Theft
- Use, possession, or sale of illegal drugs
- Working under the influence of drugs and/ or alcohol
- Gambling
- Criminal activity related to / not related to Covenant Services
- Possession of unauthorized weapons or unauthorized hazardous or explosive materials
- Failure to carry out assigned work
- Damaging or destroying property
- Falsification of records / timecards
- Harassment
- Use of Company Equipment / Company Resources / Company Time for Job Search outside of Covenant Services positions
- Violence or threats of violence
- Violation of laws
- Unauthorized disclosure of confidential information
- Smoking in unauthorized areas
- Sleeping during working hours
- Making false statements or derogatory remarks about Covenant Services, it's clients, or its employees

### **Business Expenses**

You will be reimbursed you for expenses incurred on approved company business in accordance with the reimbursement policy. Consult your supervisor or management for details.

### **Performance Evaluation**

Your performance is subject to ongoing evaluation. Your performance is an important factor in the decisions we make on an ongoing basis. We encourage you to do the best you can in the performance of your job functions.

### **Disciplinary and Corrective Action**

Employees may be disciplined for inappropriate conduct in connection with their employment. Discipline can include warnings, corrective action, or even termination of employment depending on the circumstances.

### **Termination of Employment**

Either you, as an at-will employee, or Covenant Services may elect to end the employment relationship with or without good cause. Upon termination of employment, you are responsible for returning any and all company property in your possession, including but not limited to documents, computers, computer files, and equipment.

## **PAYROLL ADMINISTRATION**

### **Paydays**

Employees are paid on regularly scheduled paydays. If a regularly scheduled payday falls on a holiday or non-working day, your pay will be available to you no later than the next business workday. Pay is not available in advance of vacation or off days.

### **Amount of Pay**

If you are paid on a salary basis, your pay will be the amount of salary earned for the pay period based on your salary rate. If you are paid on an hourly basis, your pay will be equal to the number of hours worked for the pay period times your hourly rate. If you are



eligible for overtime pay, your pay will include overtime pay at the applicable overtime rate required by law.

Generally, hours worked do not include travel time. Unless otherwise approved, vacation and sick time hours are not counted toward total hours worked in figuring overtime. Holiday hours do count toward hours worked in figuring overtime.

### **Payroll Deductions**

We are required to withhold applicable federal, state, and local income and payroll taxes from your pay. When required by court orders in garnishment proceedings, we are required to withhold other applicable amounts. From time to time, you may authorize other withholdings from your pay.

### **Administrative Pay Corrections**

We strive to ensure that your paycheck is accurate 100% of the time. We reserve the right to correct any payroll mistakes or inaccuracies. Report any payroll mistake or inaccuracy that you become aware of to your supervisor or management. If the result of the error is an overpayment to you, you are responsible for reimbursing Covenant Services. If the result is an underpayment, we will pay you the shortfall.

### **Final Pay**

When your employment ends, your final pay will be paid on the next regularly scheduled pay date, unless otherwise required by law.

## **TIME OFF, LEAVES OF ABSENCE, AND BENEFITS**

### **Vacation**

You must request and receive approval 2 weeks in advance of taking any vacation time. Unless otherwise approved, vacation time may be taken only in full day increments. Exceptions may be made by leadership for special circumstances.

Unless approved in writing, unused vacation may not be carried over into a future year (see 10year clause p.7) 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. Unused paid leave is forfeited when an employee separates voluntarily, or involuntarily, from employment.

Covenant Services 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.

**Holidays**

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.

**Employee Holiday and Vacation Policy**

Upon completion of the 90day probation period, the following paid Holiday schedule is effective for Full Time employees.

*Full Time 32 or more hours per week – Part Time Less than 32 hours per week*

*Employees are responsible for maintaining their status for eligibility – reports are available upon request*

- New Year’s Day
- Good Friday
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

\*\*\*\*\*

Upon Completion of six months of full time employment, the following paid vacation schedule is effective;

- 6 months - 3 days
- 9 months - 4 additional days
- 2 years - 2 weeks annually
- 5 years - 3 weeks annually

*Vacation may not be carried over into a future year for employees who have less than 10 years vested.*

### **Other Benefits**

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.

## **POLICIES**

### **Compliance with Laws and Ethical Conduct**

It is Covenant Service's policy to conduct business honestly and ethically and in compliance with all laws and regulations applicable to our business. Employees are responsible for being honest and truthful in their business dealings, including with customers, management, supervisors, other employees, vendors, and governmental agencies. If you suspect or become aware of unethical conduct or violations of laws or regulations in the conduct of our business, you must notify your supervisor or management.

### **Computer and Software Policy**

Computers, software, and other information technology provided to you are to be used only for job related or other approved activities. Computers, software, and other information technology are to be procured in accordance with authorized procedures through appropriate personnel.

Unless authorized by the software developer or by law, you do not have the right to reproduce it. Under applicable U.S. copyright law, persons involved in the illegal reproduction of software can be subject to civil damages and criminal penalties including fines and imprisonment. Further, international laws protect the rights of copyright owners. We do not condone and specifically prohibit the illegal duplication of software and other copyrighted material. Employees may not make unauthorized copies of any software or load software (including from the internet) on a computer used for business in

violation of applicable license provisions. All copyrighted software must be properly licensed. Unauthorized or unlicensed software is subject to immediate removal.

Unless done in accordance with proper authorization and in accordance with applicable license agreements, software is not to be transferred, sold, or given to any third party including clients, customers, suppliers and service providers. We must protect the investment in any and all software that is proprietary. Proprietary software may be used and made available to third parties only pursuant to valid commercially acceptable license agreements and with proper authorization.

Employees must report actual or potential violations of these policies to the appropriate supervisor or management. Computers, software, and other information technology (including the licensed rights of software provided and associated electronic data and files) provided, is the property of the company. The activities on information technology provided by the company, including computers, networks, and internet connections, may be monitored with or without your knowledge. You should have no expectation of privacy regarding the contents contained within such technology. Monitoring policies and procedures may be adopted or modified as deemed necessary from time to time. Use of computers, software, and other information technology is deemed consent to such policies and procedures. The company reserves the right to monitor, inspect, and audit such technology at such time and in such detail as it deems necessary.

### **Confidential Information**

During your employment, you may receive or have access to confidential information. The company places a high value on its confidential information. Confidential information means information not generally known to the public that is valuable and which, if disclosed inappropriately, could cause harm, damage, or other adverse consequences to our business. This may include information about the company, its customers, and other third parties.

Examples of confidential information include cost and pricing information, customer lists, purchasing records, accounting and financial data, marketing plans, research and

development activities, pending projects and proposals, sales data, computer processes and programs, compensation information, confidential employment information, and trade secrets. Information may be considered confidential regardless of its form. Your confidentiality obligations extend to confidential information included in computer files and other electronic formats.

It is the company's policy to make confidential information available only to those persons who have a need for such information, who have been authorized to receive it, and who have been advised of and will protect its confidential nature. The company prohibits disclosure or distribution of its confidential information to unauthorized individuals. We may adopt security procedures from time to time to help protect our confidential information. It is important that you abide by our policies and procedures concerning confidential information. It is also important that you report actual and potential violations of these policies to your supervisor or to management.

### **Conflicts of Interest**

As an employee you should avoid any personal interest that might conflict with the interests of the company or engage in conduct which conflicts with the interests of the company.

For example, situations in which you can influence a transaction, which may not be in the best interests of the company, but in which you may gain a financial benefit, constitute a conflict of interest. Other examples include you or a family member having a financial interest in a company doing business with the company, being offered money or other things of value directly from an individual or company doing or seeking to do business with the company, and working for or having a financial interest in a competitor of the company.

### **Drugs and Alcohol**

Company policy prohibits the use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment. If you know or

suspect that a co-worker is not complying with this policy, you must inform your supervisor or management as soon as reasonably possible.

The company will conduct drug /and or alcohol testing under the following circumstances:

**RANDOM TESTING:** Employees may be selected at random for drug testing at any interval determined by the company.

**FOR CAUSE TESTING:** The Company may ask an employee to submit to a drug test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.

**POST ACCIDENT TESTING:** Any employee involved in an on-the-job accident or injury may be asked to submit to a drug/ and or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was injured, but also any employee who potentially contributed to the accident or injury event in any way.

The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business will result in disciplinary action, up to and possibly include immediate discharge from employment.

### **Internet, E-Mail, and Computer Usage Policy**

The use of automation systems, including computers, fax machines and all forms of Internet/Intranet access is for company business and for authorized purposes only. E-mail software sponsored or provided by the company is to be used only for job related activities or approved personal communications. E-mail is the property of the company and you should have no expectation of privacy regarding the contents of your e-mail messages. Use of such e-mail is deemed consent to allow the company to monitor and inspect or retrieve e-mail messages.

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.

### **Employment of Individuals with Disabilities**

It is our policy to comply with the applicable provisions of the Americans with Disabilities Act. For purposes of this policy, an individual with a disability is any person who has a physical or mental impairment, which substantially limits one or more of such person’s major life activities. It also includes any individual who currently has,

previously had, is regarded as having, or is known to associate with those who have such impairment. Impairment does not include current drug or alcohol use or many forms of anti-social behavior.

We will not unlawfully discriminate in any of our employment practices against persons with a protected disability who are otherwise qualified to perform the essential functions of the job.

### **Equal Employment Opportunity**

The company is an equal employment opportunity employer. Our employment decisions are made based on ability to perform the job, including factors such as merit, performance, qualifications, skills, dependability, and reliability. We do not discriminate on the basis of a person's race, color, religion, gender, COVENANT SERVICES status, disability, pregnancy, national origin, ancestry, age, marital status, veteran status, or other status protected by law. If you have concerns or questions about the application of our equal employment opportunity policy, please contact your supervisor or management personnel.

### **Harassment**

It is our policy to maintain a workplace that is free from sexual and other unlawful harassment. In general, harassment includes unwelcome conduct that is based on a person's protected status, such as race, color, religion, gender, status, disability, pregnancy, national origin, ancestry, age, marital status, veteran status, or other status protected by law. We do not tolerate harassment that affects tangible job benefits, that interferes unreasonably with work performance, or that creates an intimidating, hostile or offensive working environment.

Job related sexual harassment is strictly prohibited. Sexual harassment includes unwelcome sexual advances, requests, or solicitations for sexual favors and other unwelcome verbal or physical conduct of a sexual nature when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or



rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment can take many forms including jokes, e-mail messages, flirtations, foul or obscene language, displays of printed or other visual materials, and physical contact.

If you witness harassment or believe that you have been harassed, you should advise the harasser, if practical in the circumstances, that such behavior is offensive and unwelcome and will be reported if continued. If you are uncomfortable confronting the harasser directly or if the harassment continues, report the concerns to your supervisor or management personnel. We recommend that you not otherwise discuss the incident with other fellow employees.

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.

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. If our investigation is inconclusive, we will take such action as deemed necessary in the circumstances to remind appropriate personnel of our policy to avoid possible harassment in the future.

### **Outside Employment**

You may engage in other employment provided you notify your supervisor, the other employment does not create a conflict of interest, and the other employment does not interfere with job performance at the company. The company may request you to refrain from other employment if you wish to remain an employee.

### **Privacy/Searches**

The company reserves the right to conduct searches to monitor compliance with rules concerning safety of employees, security of company and individual property, drugs and alcohol, and possession of other prohibited items. “Prohibited items” includes illegal drugs, alcoholic beverages, prescription drugs or medications not used or possessed in compliance with a current valid prescription, weapons, any items of an obscene, harassing, demeaning, or violent nature, and any property in the possession or control of an employee who does not have authorization from the owner of such property to possess or control the property. In addition to Company premises, the Company may search employees, their work areas, lockers, personal vehicles if driven or parked on company property, and other personal items such as bags, purses, briefcases, backpacks, lunch boxes, and other containers.

### **Safety**

The company believes that maintaining a safe work environment is one of the most important aspects of our business. You are responsible for working safely and helping to prevent accidents and injuries. Employees are responsible for reporting unsafe conditions and for avoiding unnecessary risks. All employees are responsible for adhering to the safety rules, policies, and procedures that are in effect.

### **Solicitation**

Solicitation or distribution of information or materials by persons who are not employees of the company is not permitted. Employees may not solicit or distribute materials during working hours (not including mealtimes or breaks) or in working areas.

### **Use of Company Property**

Company property is intended to be used for business purposes. Unless otherwise approved by your supervisor or management, personal use of company property, including telephones, computers, machinery, vehicles, and equipment is not permitted.

### **Violence/Weapons**

We do not tolerate violence or threats of violence in the workplace or otherwise in connection with our business. Any employee engaged in violent or threatening behavior will be subject to immediate disciplinary action, up to and including immediate termination of employment. Such individuals may also be subject to civil liabilities or criminal prosecutions. We prohibit the unauthorized possession or use of weapons, explosives, and dangerous materials on our premises or in conducting our business. You should report violent or threatening behavior, suspicious activities or persons, and other prohibited conduct immediately to your supervisor or management personnel.

### **Alternative Dispute Resolutions (ADR)**

If a dispute arises out of or relates to your employment, and if the dispute cannot be settled through mediation it will be settled by arbitration administered by the American Arbitration Association under its National Rules for the Resolution of Employment Disputes and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **ONGOING HANDBOOK COMPLIANCE**

It is our desire to promote a safe and satisfying work environment. The guidelines and policies in this handbook are meant to promote a work atmosphere that is conducive to allowing all employees to perform their duties to the best of their abilities. Continued compliance with these guidelines and policies benefits all employees and helps us reach our goals and objectives. We need your help. We cannot address compliance issues unless we are made aware of them. Therefore, employees must be responsible for reporting violations of this handbook. If you observe inappropriate conduct or conduct not in accordance with the provisions of this handbook, report the facts to your supervisor or a member of management.

## **CONCLUSION**

The company operates in a competitive and changing environment. As a result, the company must have the right to modify and adapt its policies and benefits on an ongoing basis. The company intends to use reasonable attempts to notify you of changes to this

handbook or benefits; however, it may make changes without notice to you depending on the circumstances.

This handbook does not constitute an employment contract and, unless there is a valid signed written employment contract in place, your employment is not guaranteed and is not for a defined term.

There may be circumstances when particular federal, state, or local laws change or conflict with the provisions of this handbook. The provisions of such laws as are applicable shall apply when interpreting this handbook. The company may adapt its policies and practices to conform to such laws.