# Welcome to Covenant Restorations, Inc.!

We are so pleased to have you as part of our work family. Covenant Restorations, Inc. ("Covenant") is a familyowned business that prides itself on our industry knowledge, our commitment to customers, and our family environment.

We have prepared this handbook to provide you with an overview of Covenant's policies and rules. It is intended to familiarize you with important information about Covenant as well as provide guidelines for your employment experience with us in effort to foster a safe and healthy work environment. Please understand that this handbook only highlights Covenant policies, rules, and regulations for your personal understanding and cannot therefore, be constructed as a legal document. It is intended to provide general information about the policies and regulations governing the employees of Covenant and is not intended to be a substitute for sound management, judgement, and discretion. Covenant encourages each employee to become familiar with this handbook and to revisit the handbook regularly for understanding and clarification of the information within the handbook.

Covenant cannot possibly anticipate every situation that may arise in the workplace, or to provide information that answers every possible question. In addition, circumstances will undoubtably require policies, practices, and benefits described in this handbook to change from time to time. Accordingly, Covenant reserves the right to modify, supplement, rescind, or revise any provision of this handbook from time to time as it deems necessary or appropriate in its sole discretion with or without notice to you. This handbook is also not intended to be either an exhaustive source of all policies and procedures, nor does it include all policies and procedures.

No business is free from day-to-day challenges, but we believe our personnel policies and practices will help resolve such challenges. All of us must work together to make Covenant a viable, healthy, profitable organization. This is the only way we can provide a satisfactory working environment that promotes genuine concern and respect for others, including our employees and our customers. If any statements in this handbook are not clear to you, please contact your supervisor for clarification. This handbook supersedes any and all prior policies, procedures, and handbooks of Covenant.

# COMPANY MISSION

Covenant Restorations provides inspection & restoration services for water, fire, mold, microbial, and storm related damage to properties. Our mission is "providing expertise & **C.A.R.E.** for people with property problems." "**C**" is for Compassion. We want to show compassion to customers and those around us. "**A**" is for Advocacy. We want to support customers with our knowledge, experience, expertise, and wisdom so that we work together to get the best outcome. "**R**" is for Restoration. We want to help restore properties by following industry standards and guidelines so that the job is done right the first time. "**E**" is Education. We work diligently to maintain the highest level of education by possessing triple master level certifications, expert level knowledge, decades of experience, and ongoing training.

Our niche is that we develop long term relationships with our customers. We establish trust with each other through clear communication and transparency. Then we merge knowledge and expertise to provide a positive outcome. We incorporate and follow current restoration industry standards to help make sure the job is done right. We utilize current technology for inspections, evaluations, documentation, and estimating. Next, we can become an advocate for the property owner to help find a voice for what is needed. In fact, we want to work in such a way that at the end of any project a customer can look back and say that it was a good thing to work with us, because Covenant was with them and for them.

We use our company mission to guide our interactions, values, relationships, and goals. It is Covenant's desire to reflect this mission statement in all we do.

Because this mission statement is so important to us, we discuss it often, and ask that you as an employee become very familiar with it.

As a measure of how well Covenant and its employees are implementing our mission statement, Covenant has developed core values and measurements. These values help in assessing how successfully we implement our mission statement in our everyday work and interactions.

#### COMPANY CORE VALUES AND FOCUS

Our core value is "to be S.C.O.R.E.D. on our services & team with expertise and C.A.R.E. "S" is for Skilled. Skilled is having the knowledge, ability, and training to perform tasks with excellence. "C" is for Compassionate. Compassionate means conducting ourselves in a manner that shows concern and empathy. "O" is for Organized. Organized is having a plan, by being proactive and showing neatness in work. "R" is for Respectful. Respectful is honoring people's possessions, property, and time. "E" is for Engaged. Engaged means participating with focused attention and positive mindset. "D" is for Disciplined. Disciplined is doing the right thing even when no one is looking.

We score our work product and people against our core values. The **S.C.O.R.E.D.** system is used for employee training, employee reviews, customer interactions, and customer reviews.

Our core focus is "offering discernment and a voice of direction in the midst of damage." When we take our knowledge and add our experience, we can provide wisdom in disaster restoration situations. When we apply wisdom at the right time the outcomes can seem genius.

Welcome to the Covenant Team and Family!

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1. EM	IPLOYEE RELATIONS	1
1.1.	OPEN-DOOR POLICY	1
1.2.	EQUAL EMPLOYMENT OPPORTUNITY	1
1.3.	HARASSMENT POLICY	1
2. WC	ORKING AND COMPENSATION	3
2.1.	ATTENDANCE AND REPORTING TO WORK	3
2.2.	WORKDAY HOURS AND SCHEDULING	4
2.3.	LUNCH	4
2.4.	PAY PERIOD AND PAYDAY	5
2.5.	ON-CALL STRUCTURE	5
2.6.	EMPLOYMENT CLASSIFICATIONS	6
2.7.	INCLEMENT WEATHER	7
2.8.	SICK POLICY	7
2.9.	MAINTAINING YOUR PERSONNEL RECORDS	7
2.10.	PERSONNEL FILES	7
2.11.	PERFORMANCE EVALUATIONS	
3. PAI	ID TIME OFF	8
3.1.	VACATION	
3.2.	SICK TIME	9
3.3.	HOLIDAYS	9
3.4.	BEREAVEMENT	9
3.5.	REINSTATEMENT	
3.6.	WORK HOURS FOR PTO	
4. UN	PAID TIME OFF	10
4.1.	PERSONAL LEAVE	
5. STA	ANDARDS AND EXPECTATIONS FOR THE WORKPLACE	11
5.1.	SAFETY	11
5.2.	PERSONAL PROTECTIVE EQUIPMENT (PPE)	
5.3.	REPORTING UNSAFE CONDITIONS OR PRACTICES	
5.4.	INJURIES ON THE JOB	
5.5.	HAZARD COMMUNICATIONS	
5.6.	CARE OF EQUIPMENT AND SUPPLIES	
5.7.	TOBACCO, SMOKING AND/OR ELECTRONIC SMOKING DEVICES	

5.8.	VIOLENCE AND WEAPONS	13
5.9.	DRUG-FREE WORKPLACE	14
5.10.	JOBSITES	16
5.11.	RESPONDING TO CUSTOMER INQUIRIES	17
5.12.	CLOTHING AND DRESS	17
5.13.	FOOTWEAR	
5.14.	PERSONAL APPEARANCE	
5.15.	CONFLICTS OF INTEREST	19
5.16.	CODE OF ETHICAL CONDUCT	19
5.17.	PERSONAL CALLS, TEXTS AND VISITS	20
5.18.	PHOTOGRAPHS AND VIDEO	20
5.19.	BUSINESS EXPENSES	20
5.20.	TRAINING	20
5.21.	INSPECTION OF PERSONAL AND COMPANY PROPERTY	
5.22.	OUTSIDE JOBS/MOONLIGHTING	21
6. CON	IPANY VEHICLES	21
6.1.	DRIVER QUALIFICATIONS	22
6.2.	VECHICLE GENERAL RULES	22
6.3.	FUEL, MAINTENANCE, AND REPAIRS	23
6.4.	TRAFFIC VIOLATIONS AND ACCIDENTS	23
7. NET	WORK AND ELECTRONIC RESOURCE POLICY	24
8. CON	IFIDENTIAL AND PROPRIETARY INFORMATION	25
9. DISC	CIPLINARY ACTION	25
10. ACK	NOWLEDGEMENT AND CONSENT FORMS	27

# 1. EMPLOYEE RELATIONS

Covenant strives to foster good relationships with its employees. It is also important for employees to have a healthy environment where they feel valued and appreciated. We want each employee to feel like they play a role in the overall purpose and mission of Covenant.

# 1.1. OPEN-DOOR POLICY

In keeping with Covenant's philosophy of open communication, all employees have the right, and are encouraged to, speak professionally with management about their job-related concerns. Our goal is to achieve resolution while still respecting individuals.

We urge you to go directly to your supervisor to discuss your job-related ideas, recommendations, concerns, and other issues, which are important to you. If, after talking with your supervisor, you feel the need for additional discussion, you are encouraged to speak to management.

The most important relationship you will develop at Covenant will be between you and your supervisor. However, should you need support from someone other than your supervisor, the entire management team, including the Covenant Management, is committed to resolving your individual concerns in a timely and appropriate manner.

# 1.2. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Covenant to provide equal employment opportunity to all employees and applicants for employment and not to discriminate on any basis prohibited by law; including, but not limited to, race, color, sex, age, religion, national origin, disability, marital status, genetic information, or veteran status. It is our intent and desire that equal employment opportunities will be provided in employment, recruitment, selection, compensation, benefits, promotion, demotion, layoff, termination, and all other terms and conditions of employment. The Management of Covenant and all management are committed to this policy and its enforcement.

Employees are directed to bring any violation of this policy to the immediate attention of their supervisor or Covenant Management. Complaints brought under this policy will be promptly investigated and handled with due regard for the privacy and respect of all involved. Any employee who violates this policy or knowingly retaliates against an employee reporting or complaining of a violation of this policy shall be subjected to immediate disciplinary action, up to and including discharge.

# 1.3. HARASSMENT POLICY

Covenant strives to provide a workplace that values diversity and fosters mutual respect among all employees. In an effort to serve this value, Covenant will not tolerate harassment, discrimination, intimidation, or retaliation based on an individual's race, color, sex, age, religion, national origin, family medical leave status, disability, genetic information, marital status, sexual orientation, veteran status, or any other trait protected by applicable federal, state, or local law. Similarly, Covenant will not tolerate any such harassment of our employees by our clients, vendors, visitors, or anyone else that an employee encounters through work. Any employee who witnesses, or feels they have suffered any of these acts, must report it immediately. To make a complaint, you should immediately report it to a direct supervisor or a member of management. All complaints will be promptly investigated, and the investigation will be conducted to the highest level of confidentiality possible. If it is determined such violations of policy did occur, appropriate actions to end such conduct and prevent it from reoccurring, will be immediately taken. Refer to the disciplinary action policy if you have questions.

It is the policy of Covenant that any harassment, including the acts of making the workplace hostile or any other discriminatory acts directed against any employee, will result in discipline, up to and including immediate discharge. No retaliation against anyone who reports a possible act of harassment or discrimination or is involved in an investigation, will be tolerated by Covenant.

Discrimination based upon any protected trait flagrantly disregards Covenant's commitment to equal employment opportunities and Covenant requires every employee to act in full compliance to this policy. Covenant also prohibits any type of retaliation against an individual for reporting a possible act of discrimination in good faith.

Harassment is defined as any unwelcome behavior that disparages, or shows hostility or aversion to an individual because of a protected trait, or has the propensity to unreasonably interfere with a person's performance, creates hostility, intimidation, or an offensive workplace. Moreover, any suggestions made to any employee that sexual favors will affect any term or condition of employment with Covenant will not be tolerated. For purposes of this policy, sexual harassment is defined as any type of sexually oriented conduct, verbal, non-verbal, written or physical, whether intentional or not, that is unwelcome and has the purpose or effect of creating a work environment that is hostile, offensive, or coercive that when:

- A. Submission to such conduct is either made explicitly or implicitly a term or condition of employment with the effect to cause an individual to believe that they must concede, and that it is part of the job;
- B. Submission to or rejection of such conduct is used as a basis for employment decisions;
- C. Such conduct has the purpose or effect or unreasonably interfering with the work environment or creating an intimidating, hostile or offensive work environment.

The following are examples of conduct that, depending on the circumstances, may constitute examples of sexual harassment:

- A. Unwelcome sexual jokes, language, epithets, advances or propositions;
- B. Written or oral abuse of a sexual nature, sexually degrading, or vulgar words to describe an individual;
- C. Suggestive, inappropriate, or obscene email, letters, notes, or invitations;
- D. The display of sexually suggestive objects, pictures, posters, or cartoons.
- E. Unwelcome comments about an individual's body;
- F. Making sexual-oriented or explicit remarks including asking questions about sexual conduct, comments or gossip about sexual experience, prowess, or deficiencies.
- G. Unwelcome touching, leering, whistling, brushing against the body, or sexually suggestive touching;
- H. Demanding sexual favors in exchange for favorable reviews, assignments, promotions, or continued employment, or promises of the same;
- I. Any effort by an individual in authority to use their position or authority to influence, control or affect another individual's rights with regard to compensation, employment status including promotion and career or other conditions of employment in exchange for sexual favors.

In an effort to protect employee concerns about reporting possible discrimination or forms of harassment, Covenant prohibits all employees, regardless of position, from retaliating against an individual who makes a complaint or is involved in an investigation of such a complaint. Employees who believe an act of discrimination or harassment had occurred must report it immediately. Additionally, any individual who engages in retaliation will be subject to disciplinary action, up to and including immediate discharge.

In order to foster a workplace free from such acts, it is imperative that employees report any conduct perceived to be inappropriate to Covenant, regardless of whether the conduct is directed at the employee personally or another individual.

Covenant is also committed to maintaining a workplace free from false claims made against individuals. Because such claims have a profound effect on a person's employment, any individual found to have intentionally created a false claim, or who reports a claim for malicious, retaliatory or otherwise improper reasons, will be subject to disciplinary actions, up to and including immediate discharge.

# 2. WORKING AND COMPENSATION

# 2.1. ATTENDANCE AND REPORTING TO WORK

Each employee is important to the overall success of our operation. When employees are absent from work, it can result in difficulty with work schedules, and commitments falling behind while also creating an additional workload for team members. To successfully work as a team to meet our clients' needs, employees are expected to practice good attendance habits.

If you unexpectedly need to be absent from work or late to work, you must notify your supervisor prior to the start of your scheduled workday, with as much advance notice as possible, that you will be absent or late and provide the reason for that absence/tardiness. If your supervisor is not available, you should contact your department manager prior to the start of the workday. Notification and acknowledgment of tardiness, unscheduled early departure, or unscheduled absence does not result in an excused absence, and may result in disciplinary action. In the event of an unscheduled absence, an employee may use PTO (Paid Time Off) time to cover the missed work time. If an employee does not have PTO time to cover the unscheduled absence, the time absent may not be paid, depending on job classification and laws. For further information, reference the employee classifications section of the Handbook.

Employees absent four (4) or more consecutive days due to illness may be required to submit proof of illness certificate or other notice issued by a healthcare provider identifying when the employee was seen and treated. Failure to submit such proof upon request shall automatically result in the absences being counted as unscheduled absences.

Unless an emergency or illness prevents such communication, failure to provide proper notification (as defined above) of an unexpected absence will result in disciplinary measures, up to and including termination. Two or more consecutive workdays where the employee is absent without proper

notification by employee to their supervisor will be considered job abandonment and result in termination of employment.

# 2.2. WORKDAY HOURS AND SCHEDULING

Our general operating hours are Monday through Friday from 8:00 a.m. to 5:00 p.m., Central Standard Time. These start and end times are only guidelines and employees are required to be present for work during the workday established for them by their supervisors, or Covenant Management. Most employees are expected to work 8:00 a.m. to 5:00 p.m. Monday to Friday; however, as we are an emergency response company, additional or altered hours may be necessary.

The Business Office is open Monday through Friday from 8:00 a.m. to 5:00 p.m., Central Standard Time.

In case of unplanned conditions, such as bad weather, that may force a schedule change at the last minute, you should contact your supervisor or call the office directly.

Field employees are expected to start their workday at the Covenant shop. Meeting crews at locations, or other changes, must be approved by a supervisor prior to that scheduled workday.

# 2.3. <u>LUNCH</u>

All employees who work eight or more hours in a day are required to take an unpaid lunch break of 45 minutes. Meal breaks are not counted toward hours worked. Daily lunch breaks are to be 45 minutes long. The time of a lunch break will be set by a supervisor or crew leader on-site. For maximum work efficiency, it is important that all crew members at a specific jobsite take this scheduled lunch break at the same time.

You must clock in and out for time records each day for your lunch break. If no time clock entries are recorded for a day, and no notations are given that an employee worked through lunch, a lunch break will be deducted from daily work hours by the payroll administrator. If you do work through lunch, it should be noted in your time entry notes and approved by your supervisor.

Covenant understands that some jobs require travel outside of our normal service area. If you are assigned a job that is 1.5 hours or more away from the Tulsa Metro service area, Covenant may provide a meal for that day for the field crew as an appreciation and a convenience to Covenant. Onsite supervisor will decide the best location to eat based on Covenant policies.

Employees who bring their lunch to jobsites should avoid using customer appliances or electric, to cook or warm their lunches. Customer approval must be obtained to use electrical for such purposes. It is not appropriate to place appliances or cookers on customer countertops. A garage or outside outlet should be used to place on a table we provide.

#### 2.4. PAY PERIOD AND PAYDAY

Pay periods start on Sunday and end weekly on Saturday. Hours worked during the current week will be paid via direct deposit (full time employees), or check (part time or temporary) the following Friday.

Covenant uses an electronic timekeeping app to track and approve employee work and times. You will be given instruction and training on the use and function of our timekeeping software.

When commission is to be paid, it will be included in the paycheck or issued on a separate check. Commissions are noted as such on a pay stub.

Upon terminating employment with Covenant, the employee must return all company-provided property, such as, but not limited to, uniform items, cellphone, computer or IPad, tools and equipment, company vehicle, etc., before a final paycheck will be issued. If such property is not returned within 14 days from termination date, the replacement value of the property will be deducted from the employee's last paycheck to replace the property. If the property not returned is valued at an amount greater than the amount of the employee's last paycheck, the full amount of the paycheck will not be issued, and the employee will be reported to the police as having misappropriated the unreturned company property.

#### 2.5. ON-CALL STRUCTURE

Covenant is an emergency response-based business. Because of the nature of our business, it is necessary for us to offer and staff after-hours response teams. As a full-time employee of Covenant, you may be placed into the on-call rotation schedule. On-call rotation is once monthly for up to 8 days. Schedules are maintained in the office.

As incentive and appreciation for your help in staffing on-call rotation the following compensation structure has been set in place:

- A. Each employee on call will receive a \$100 stipend once during the on-call rotation. This amount will be added to the employee paycheck.
- B. Employees on call have 30 minutes to respond to a call out.
- C. Employees on call, who respond to a new emergency call out, will receive an additional \$50 call bonus per new emergency call. This amount will be added to the employee paycheck.
- D. Employees not on call, who respond to a call out for additional help, will receive a \$75 call bonus per new emergency call. This amount will be added to the employee paycheck.
- E. Scheduled readings and monitoring jobs while it is your on-call rotation does not constitute as a new emergency call qualified for additional on call payments.

It is your responsibility to know when your on-call shift is monthly. If you know you are going to be unavailable during your assigned on call rotation, it is your responsibility to find another qualified employee to cover your time. Switches or trades between employees require supervisor notification and approval in advance. Prompt, qualified emergency response is an important aspect of our business model. All employees should plan accordingly.

#### 2.6. EMPLOYMENT CLASSIFICATIONS

Upon being hired at Covenant, all new employees must complete a ninety (90) calendar day introductory period. It is important that you make your supervisor aware of any questions or problems you may encounter during this period. Your performance will be carefully monitored during this period. At the end of the introductory period, your performance will be reviewed, and if it has been satisfactory, you will become a Regular Full-Time employee, or a Regular Part-Time employee. Satisfactory completion of the introductory period alone does not constitute entitlement to participation in any of Covenant's employee benefit programs.

For the sole purpose of determining the allowance of certain employee benefits, employees are classed as:

- A. <u>Regular Full-Time Employees</u> An employee who has satisfactorily completed the introductory period and is expected to work a minimum average of thirty-five (35) hours per week on a regular and continuous basis. Regular Full-Time Employees are entitled to participate in all of Covenant's benefits programs. See the benefits section for further information.
- B. <u>Regular Part-Time Employees</u> An employee who has satisfactorily completed the introductory period and is usually expected to work less than thirty-five (35) hours per week, but more than ten (10) hours per week, on a regular and continuous basis. Regular Part-Time Employees are entitled to participate in portions of Covenant's benefits programs. See the benefits section for further information.
- C. <u>Temporary Employees</u> An employee whose services are anticipated to be of limited duration falls into this classification. Temporary employees are not eligible for participation in those employee benefits programs made available for Covenant Regular Full-Time and Regular Part-Time employees.

For Payroll purposes, employees will be classified as one of the following:

- A. <u>Exempt Salary Employees</u> Certain employees such as executive, administrative, professional, and outside sales employees who are paid on a salary basis for all hours worked each week. These employees are expected to work whatever hours are required to accomplish their duties, even if it exceeds their normal workweek. No overtime premium pay will be paid to exempt employees in most circumstances. Exempt employees are expected to work a minimum of 45 hours per week.
- B. <u>Non-Exempt Salary Employees</u> All employees who are not identified as exempt employees are considered non-exempt employees. Non-Exempt Salary Employees are expected to work 40 hours per week. Hours worked over 40 hours per week are eligible for payment of overtime premium pay at a rate of 1.5 times normal hourly rate.
- C. <u>Non-Exempt Hourly Employees</u> All employees who are not identified as exempt employees are considered non-exempt employees. Hours worked over 40 hours per week are eligible for payment of overtime premium pay at a rate of 1.5 times normal hourly rate.

If you have questions regarding your classification as an employee, please speak with your supervisor or the Payroll Administrator. Changes in employee classification will be documented and reviewed with you by management.

#### 2.7. INCLEMENT WEATHER

In instances of inclement weather, Covenant will make every effort to communicate with employees via GroupMe app (or other scheduling software) by 7:00 a.m. as to whether Covenant chooses to operate as normal, start at a later time, or reschedule work, etc. Management and employees should use discretion during severe weather to ensure employee safety is maintained at all times. If Covenant is closed for a time period, employees can choose to use available PTO time.

### 2.8. SICK POLICY

Covenant desires for all employees to stay safe and healthy. Accordingly, if you are feeling bad, we request that you stay home. All employees should stay home if they suspect they are sick. Covenant will follow the most recent Centers for Disease Control (CDC) releases or other appropriate regulatory agencies regarding when employees should stay home, and when employees who have been sick can return to work.

Covenant recommends that you stay home for at least 24 hours after a fever of 100 degrees or higher is gone without the use of a fever-reducing medicine.

Covenant will follow the directives of the CDC, Medical Doctor, or other appropriate regulatory agencies, if an employee is diagnosed with a medical condition that requires quarantine/isolation/work restriction.

Employees absent two (2) or more consecutive days due to a medical condition may be required to submit proof of condition from a healthcare provider identifying when the employee was seen and treated. Failure to submit such proof upon request shall automatically disqualify the employee for sick leave pay and will result in the absences being counted as unscheduled absences.

Employees who have a medical condition that requires a work restriction must present a signed work release from the treating healthcare provider to come back to work.

#### 2.9. MAINTAINING YOUR PERSONNEL RECORDS

It is your responsibility to provide current information regarding your address, telephone number, email, emergency contact, and other necessary information. Please inform the office immediately if there are any changes in your current records. Changes in tax withholding information will only be made upon the receipt of a completed W-4 form.

#### 2.10. <u>PERSONNEL FILES</u>

Employee personnel files are the property of Covenant and do not belong to the employee. The files will be maintained on company property and or on company server(s).

#### 2.11. PERFORMANCE EVALUATIONS

Employees will have their job performance reviewed on an annual basis, by either their supervisor or by the management of Covenant. It is Covenant's desire to offer constructive and meaningful feedback more than once a year. These evaluations may be formal or informal. Formal evaluations will be stored in the employee's personnel file.

# 3. PAID TIME OFF

Covenant believes that everyone needs to take time off throughout the year to rest, relax and "re-charge your batteries." In light of this, Covenant gifts all eligible employees with paid time off annually. Paid time off is not accrual- based, but rather contributed by Covenant annually.

#### 3.1. VACATION

After six (6) months of actively working, new, full-time, eligible employees may be granted forty (40) vacation hours. Paid vacation time is granted by Covenant to enable an employee to rest, relax, and return to work with renewed interest and energy. You may not use vacation time until you have been continuously employed for six (6) months. You must be "actively" working in order to be granted vacation days. Vacation must be taken in 2-hour increments. There is no entitlement to receive vacation pay after employment ceases, whether voluntary or involuntary.

At the beginning of each year, eligible employees will receive vacation as a lump sum based on their current years of service as of January 1. Eligible employees are those that have reached six-month active, full-time employment as of January 1 in the current year. See schedule listed below.

Years of Service as of January 1	Vacation Hours Granted
Year One	40 hours
Year Two	80 hours
Year Three	88 hours
Year Four	96 hours
Year Five	104 hours
Year Six	112 hours
Year Seven	120 hours

All vacations will be arranged during periods causing the least inconvenience to Covenant and must be approved by your team leader in writing before the requested vacation dates. Covenant reserves the right to limit or deny vacation time requests. Vacation requests may be approved or denied based upon already scheduled time off within a department.

A maximum of five (5) unused vacation days can be carried over into the next year, but those carried over must be used within the next calendar year.

A Time Off Request form must be completed and approved by your Team Leader, then routed to the Payroll Administrator in the office. Should vacation be scheduled to include a company-recognized holiday, vacation time will not be charged for the holiday. Vacation time must be requested a

minimum of one (1) week in advance. Vacation forms must be turned in to the office by Tuesday to be included in next payroll.

Vacation requests for longer that two consecutive weeks will be evaluated on a case-by-case basis by management for approval.

Vacation requests for time periods that include a holiday can only include one holiday. Additionally, in order that all employees can have opportunity to request time off during holidays, time off requests regarding holidays will require that any holiday/vacation time granted will require a "skip" of time off for within a week of the next holiday. Holiday/vacation time combos can be requested on a minimum of an "every-other" basis.

Vacation pay will be paid on the regular pay cycle and as straight time hours. Vacation days are not considered hours worked when calculating overtime hours.

Time off can be requested and scheduled in the same manner for unpaid time off.

#### 3.2. <u>SICK TIME</u>

After ninety (90) days employment, full time employees will have twenty-four (24) paid sick hours. Sick time should be used only for illness, or related employee health-care reasons such as doctor's or dentist appointments. Sick time will be taken in minimum two-hour increments. Sick time will be gifted as a lump sum on January 1 of each year and will renew annually.

#### 3.3. HOLIDAYS

To be eligible for holiday pay, you must be "actively" employed for ninety (90) days prior to the holiday and shall have worked the scheduled workday preceding the holiday, and the scheduled workday following the holiday, unless vacation time has been previously approved. Covenant may make exceptions to the eligibility requirements for reasons it deems appropriate. An eligible hourly employee shall receive pay based upon an eight (8) hour day at the employee's wage rate for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after, and Christmas Day for a total of 7 days. Christmas Eve may be decided at the discretion of management yearly.

Unworked Holiday hours are not considered as "time worked" for overtime purpose.

#### 3.4. BEREAVEMENT

The Company may grant active employees up to a maximum of three (3) regularly scheduled workdays to attend and/or arrange a funeral due to the death of an immediate family member. An employee will receive pay for an eight-hour day for each of the three days when verified. Immediate family is considered spouse, child, stepchild, parent, stepparent, sibling, or grandparent.

#### 3.5. <u>REINSTATEMENT</u>

Employees who have left employment with Covenant Restorations and are subsequently re-hired by Covenant within a time frame of less than 120 days since leaving employment, are entitled to compute their years of service for PTO on a cumulative years of service basis. The re-hired employee must first complete both the 90-day probationary period, and the 6 months eligibility for PTO requirements, and will then be re-instated to PTO at a cumulative years of service basis.

#### 3.6. WORK HOURS FOR PTO

Covenant believes the most productive and efficient use of our employees' time is to work at the times our customers and contacts are most readily available. To that effect, our normal work hours will be 8 am – 5 pm Monday through Friday. If you need to be off during those hours, that is an absence that should have a PTO request form completed. Any requests to "make up hours" must be approved by management and have a benefit to the company.

The following specific job roles will have regular work hours outside of the normal 8 am - 5 pm range. Those job roles are: Mitigation Manager, Rebuild Manager, and Rebuild Project Manager. Individuals in those positions are expected to work 30 hours a week within the 8 am - 5 pm range, and the remaining 15 hours can be worked at customer convenience.

If an employee finds themselves short of expected work hours for their employee classification, they are welcome to use PTO hours to complete their expected work hours for the week.

# 4. UNPAID TIME OFF

# 4.1. PERSONAL LEAVE

A personal leave of absence for good and sufficient reasons may be granted at Covenant's discretion to any full-time employee. You must submit a request for a leave of absence in writing to your supervisor. You must state the reason you are requesting the leave and the length of the requested leave. Absences of more than three consecutive days must be covered by a written, authorized leave or vacation.

In considering such leave the Company will review the reason, the needs of production, and your attendance record and other factors such as quality, productivity, safety, and so forth. Personal leaves of absence generally do not exceed thirty (30) calendar days and will be subject to the following conditions:

- A. Written approval from supervisor with final approval by Covenant Management.
- B. An agreed return-to-work-date.
- C. Failure to return to work from a leave of absence by the agreed return to work date, unless excused, will be considered an automatic resignation of employment.

An employee who is off work for a leave of absence for personal reasons will be off work without pay. There will be no accrual of time-off benefits or holiday pay during an approved personal leave of absence. The employee may also be held financially responsible for any benefits they wish to continue.

Requests for Personal Leave must be made in writing.

Family and Medical Leave Act (FMLA) allows employees to take unpaid, job-protected leave for specified family and medical reasons. FMLA is for up to 12 weeks annually. FMLA requests must be made in writing.

# 5. STANDARDS AND EXPECTATIONS FOR THE WORKPLACE

# 5.1. <u>SAFETY</u>

Covenant believes in maintaining safe and healthy working conditions for our employees. However, to achieve our goal of providing a safe workplace, each employee must be safety conscious. We have established policies and procedures that allow us to provide safe and healthy working conditions. Every employee is expected to follow these policies and procedures, to act safely, and to report unsafe conditions to their supervisor in a timely manner.

#### 5.2. PERSONAL PROTECTIVE EQUIPMENT (PPE)

The purpose of PPE is to protect the employees of Covenant from injury and exposure to workplace and environmental hazards. PPE is provided and should be used when its use will ensure the safety and health of workers.

Covenant is an emergency response company, and, as such, employees will encounter various conditions that will necessitate the use of PPE. It is important for employees to know and recognize the need and use of proper PPE. It is also important for employees to know the proper methods to put on (don), and take off (doff), PPE.

Covenant provides ongoing training on safety and PPE. When applicable, Covenant will provide outside resources, such as Respirator Fit Testing, to ensure employee knowledge and safety.

Employees who may need to use respirators for job duties are expected to meet and maintain the necessary requirements to use PPE correctly.

Employees are required to use appropriate PPE in all CAT 3 water loss, mold, hazardous materials, and trauma and crime scene situations.

If you have any questions about the use of PPE, or if PPE is needed, please contact your supervisor.

#### 5.3. REPORTING UNSAFE CONDITIONS OR PRACTICES

Employees are expected to continually be on the lookout for unsafe working conditions or practices. If you observe an unsafe condition, you should warn others, if possible, and report that condition to your supervisor immediately. If you have a question regarding the safety of your workplace and practices, ask your supervisor for clarification.

If you observe a coworker using an unsafe practice, you are expected to report this to the coworker and to your supervisor. Likewise, if a coworker brings to your attention an unsafe practice that you may be using, please thank the coworker and make any necessary adjustments to what you are doing. Safety at work is a team effort.

#### 5.4. INJURIES ON THE JOB

Employees are required to report any injury, accident, or safety hazard immediately to their supervisor(s). Employees who witness an injury should report the injury to a supervisor as well. Minor cuts or abrasions may be treated on the spot. More serious injuries or accidents must be treated accordingly. Serious injuries must be reported on the injury or accident report form available in the office.

Accident/Incident Report Forms should be completed for any situation requiring or suggesting medical care. Accident/Incident Report Forms should be forwarded to the office.

Employees injured in an event requiring medical attention are required to complete a drug screening test at the time of their medical visit.

For further information please reference "Was an Employee Injured?" flowchart in the appendix section.

#### 5.5. HAZARD COMMUNICATIONS

If you believe that you are dealing with a hazardous material or situation and lack the appropriate information and/or safety equipment, stop work immediately and contact your supervisor. Safety data sheets are located in the shop and vans. Employees are required to understand how to read a safety data sheet and take appropriate safety precautions when working with potential hazards.

For further information see additional Safety Policies in the appendix.

#### 5.6. CARE OF EQUIPMENT AND SUPPLIES

All employees are expected to take care of all equipment and supplies provided to them. You are responsible for maintaining these items in proper working condition, and for promptly reporting any unsafe or improper functioning of these items to your supervisor.

Neglect, theft, and/or destruction of Covenant's equipment and supplies are grounds for disciplinary action, up to and including termination.

Employees will be provided with tools to use as needed for their work. It is the responsibility of the employee to maintain equipment, tools, and supplies in a responsible and satisfactory manner. Tools are not to be used in a manner inconsistent with their intended purpose.

Equipment, tools, and supplies should be stored in a secure location. While in transport, these items should be properly stowed and secured to avoid damage to equipment and supplies.

Equipment and supplies damaged by employee misuse or lack of care may be deducted from employee earnings.

All vehicles and trailers are to be locked when unattended.

#### 5.7. TOBACCO, SMOKING AND/OR ELECTRONIC SMOKING DEVICES

Covenant's policy is to provide tobacco, vaping and smoke-free environments for our employees, customers, and the general public. Tobacco use, smoking, or e-smoking of any kind is prohibited inside or on company property, and on our customer's property. Employees may smoke, use tobacco, or use electronic smoking devices while off the clock or during mealtimes, if they do so offsite of company property or customer property.

Employees are also responsible to inform all those working on our sites of this smoke-free policy and report to their supervisor any violation of this policy.

If you have questions about where using tobacco, smoking, or using electronic smoking devices would be appropriate, please direct your questions to your supervisor.

#### 5.8. VIOLENCE AND WEAPONS

Covenant believes in maintaining a safe and healthy workplace, in part by promoting open, friendly, and supportive working relationships among all employees. Violence or threats of violence have no place in our business. Violence is not an effective solution to any problem. Neither threats of violence or physical altercations will be tolerated. Furthermore, if you have a problem that is creating stress or otherwise making you agitated, you are encouraged to discuss it with your supervisor.

No person may possess, conceal, use or transfer any firearm or any other weapon (including knives with blades longer than 3", clubs, or other articles or devices that are primarily used to inflict injury) at a Covenant jobsite.

Employees may store firearms or ammunition in a personal vehicle that is parked in Covenant Restorations parking lot, garage, or other parking area provided by Covenant Restorations for employees so long as the following criteria are met:

- A. The employee holds a concealed handgun license, or otherwise lawfully possesses the firearm or ammunition;
- B. The firearm or ammunition is stored in the employee's personal vehicle; and
- C. The vehicle is locked.

Covenant does not have any duty to inspect, patrol, or secure the parking lot or any vehicles parked in a Covenant parking lot. In addition, Covenant has no duty to confirm or determine an employee's compliance with laws relating to firearm ownership or possession.

You are expected to immediately report to your supervisor any violation of this policy. Any employee found threatening another employee, engaging in physical altercations, and/or carrying weapons on the worksite will be subject to disciplinary actions, up to and including termination.

#### 5.9. DRUG-FREE WORKPLACE

Covenant does not tolerate the presence of illegal drugs, or the illegal use of drugs, in our workplace. The use of illegal drugs, as well as the illegal use of legal drugs, is a threat to us all because it promotes problems with safety, customer service, productivity, and our ability to survive and prosper as a business. The establishment of a Drug-Free Workplace Policy is consistent with our Company's desire to promote a safe, accident-free, and professional workplace. Our policy applies to all employees as well as temporary workers, interns, and applicants.

Covenant prohibits the use, possession, sale, manufacture, and/or distribution of alcohol and federally or state declared illegal/controlled substances and/or drug-related paraphernalia on Company premises or while performing duties for Covenant while away from Covenant premises, and/or during working hours. The substances prohibited by this policy include such items as: any federally or state declared illegal or unlawfully obtained drugs or controlled substances; "designer" or synthetic drugs; "Over the Counter" or prescribed medications not being used for purposes or in the manner intended; mood or mind-altering substances; and alcoholic or intoxicating beverages.

Covenant also prohibits the employee from using at any time any illegal/controlled substances as defined under either federal or state law.

Compliance with this policy will be required by Covenant as a condition of employment for qualified applicants or for continued employment of current employees. The presence of a detectable amount of any prohibited substance in an employee while working and/or during working hours may be deemed a violation of this policy, regardless of when or where the substance entered the employee's system.

Covenant understands that while Oklahoma has legalized medical marijuana, there are some Safety Sensitive Positions within the company. A Safety Sensitive Position is one which meets the following criteria that includes at least one of the following, but is not limited to, the use of power equipment, the use of a company vehicles, and/or the risk of injury. Any employee in a designated Safety Sensitive Position is prohibited from a positive marijuana test, even if the employee holds a valid Medical Marijuana Card.

Covenant may request current and prospective employees to submit to a drug/controlled substance test in certain circumstances, including:

- A. When an employee has experienced an on-the-job accident/injury or is involved in an incident that Covenant believes may have resulted from impairment due to drug or alcohol use.
- B. When an employee has a prohibited substance in their possession (actual or within the employee's control, such as in the employee's car, purse, desk, etc.) while on company premises or while performing work duties for Covenant.
- C. When an employee's conduct, actions or behavior reasonably leads management to suspect that the employee may be using or under the influence of drugs and/or alcohol on Company premises and/or during working day hours.
- D. Covenant may, in its sole discretion and at any time, require an employee to undergo tests to determine the presence and/or amount of alcohol and/or drugs in his/her system.
- E. Prior to employment, each potential employee may be required to undergo a drug test as a condition for employment.

When Covenant requests an employee to submit to a drug/controlled substance test, and when feasible, the employee asked to submit to testing will be informed of the reasons, cause or action leading to the request.

The substances tested for include, but are not limited to, amphetamines, cannabinoids, cocaine, opiates, phencyclidine (PCP), and alcohol.

The testing will be conducted by an appropriate testing facility designated by Covenant. Employees must cooperate fully with reasonable procedures and requirements of the testing facility. Any employee who refuses the screening or test, adulterates, or dilutes the specimen, substitutes the specimen with that from another person or sends another person in their place, will not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the screening or test, will be subject to immediate termination of employment.

Each employee who is to be tested will be asked by Covenant designated testing facility to list all legal prescription drugs consumed during the past thirty (30) days and will have an opportunity to explain the use of each drug. If an employee has a positive test result, the employee will have the opportunity to provide a legitimate medial explanation, such a physician's prescription for the positive result. Employees who do not report the use of any such drugs and who subsequently test "positive" on any required screening or other test, will be subject to immediate termination.

Test results will be returned to the management for review with the employee. Any employee who has a positive test result without legitimate medical explanation will be subject to immediate termination.

Failure to comply with the provisions of this policy will be grounds for immediate termination. Under the applicable state Workers' Compensations Law, employees found to have alcohol or illegal drugs in their systems during a work-related accident or injury may be subject to a reduction or forfeiture of workers' compensation benefits.

Certain legal and prescription can produce changes in persons that might indicate intoxication or illegal drug use and could result in a "positive" result on a substance abuse screening test. Employees may continue to work for Covenant while taking prescription drugs at the direction of a doctor for the treatment of an illness, or non-prescription drugs used for the purposes and in the manner intended,

provided the medication does not adversely affect the employee's ability to perform their work in a safe and efficient manner. Each employee is responsible for being aware of and following all cautions associated with the use of prescription and non-prescription drugs. If taking any prescription or non-prescription drugs that could have side effects that could affect the employee's job performance, the employee must advise their supervisor of the drug being taken and the potential side effects. Covenant has the right to determine whether an employee who is receiving legal medication should be allowed to continue working during treatment due to possible safety and/or performance problems that could arise from certain legal drug use.

Employees must notify their supervisor within five (5) days of any conviction or entry of a guilty plea resulting in incarceration or probation under any criminal drug or drunk driving statute, law, regulation, or ordinance. Failure to report any of these situations will result in termination of employment.

To ensure a safe and healthy work environment and to accomplish the objective of this policy, Covenant reserves the right, upon suspicion of an individual violating the Drug-Free Workplace Policy, to search that individual's person, desk, files, work station, equipment, company vehicle, personal vehicle on Company premises, purse, wallet, lunchbox, and any other personal container on Company premises for alcoholic beverages, illegal and unauthorized drugs, drug paraphernalia, and controlled substances. Entering Covenant's property constitutes consent to searches and inspections for enforcement of this policy.

# 5.10. JOBSITES

Covenant wishes to present a professional, neat, trustworthy, and caring representation to our customers. We believe we can help accomplish this by leaving our customer's sites clean, free of debris, tidy, and well-maintained at the end of each workday.

Before leaving your jobsite for the day please be certain you have cleaned up all debris, including sweeping, if needed, and deposited in a jobsite trash location. Please be sure that all tools are put away and any equipment cords are not causing a trip hazard, safety hazard, or obstruction. Turn lights on/off and secure property as requested by customer.

Additionally, while at customer jobsites, it is imperative that all employees behave in a professional and courteous manner. Crude, vulgar, or offensive language is not appropriate. Negative remarks regarding the customer or jobsite are not appropriate. Negative or demeaning remarks to other employees, or about the company, are not appropriate. Inappropriate and unprofessional behavior at a jobsite will not be tolerated.

Covenant believes part of behaving in a courteous manner at jobsites involves treating the customer's home or location as we would want our own property to be treated. Accordingly, employees should be respectful in asking to use restrooms or other customer-owned facilities/utilities. Some instances would include, but not be limited to, using customer countertops, electrical outlets, appliances, restrooms, etc.

#### 5.11. RESPONDING TO CUSTOMER INQUIRIES

At Covenant, client satisfaction is the measure of our success. It is the responsibility of each employee, within reason, to interact with the client to achieve this goal. Customer questions, concerns, or issues should be directed to the employee supervisor. You should also verify with the customer that they have successfully accessed the appropriate Covenant software systems (ex. Encircle, BuilderTrend). If they have not, please direct them to the office for assistance.

Additionally, any customer questions or concerns are to be logged into Covenant software systems (ie BuilderTrend) and assigned to an appropriate Covenant representative for response.

### 5.12. <u>CLOTHING AND DRESS</u>

To present a business-like, professional image to our customers and to the public, all employees are required to wear appropriate clothing on the job. Dress code policies are presented to maintain a professional appearance, maintain employee safety, and allow proper usage of PPE.

Appropriate work clothing and employee appearance should follow these parameters:

- A. Employees should be neatly groomed.
- B. Clothing should be clean, in good condition, wrinkle-free, and fit appropriately.
- C. Leisure clothes such as cutoffs, athletic apparel or halter tops are not acceptable.
- D. Leggings, yoga pants, or thermal/base layers are not appropriate attire by themselves, unless covered by a shirt, dress or pants with a length reaching to at least the end of the fingertips.
- E. Covenant will provide employees with shirts bearing Covenant's logo, which employees must wear. Company-issued shirts must be worn while working for Covenant.
- F. Employees must wear footwear in accordance with the Footwear Policy.
- G. Employees performing demolition or mitigation should wear long pants. Long pants are recommended at all times for safety.
- H. Where heat might be an issue, if employees make a choice to wear shorts, they must be golf/cargo type shorts with a length reaching to at least the end of the fingertips.
- I. Clothing must not interfere with the operation of equipment.
- J. All aspects of clothing and dress must comply with safety guidelines.

By necessity, the dress standards for the business office are different than for jobsites. For the business office, casual to business-style dress is appropriate.

When an employee ends their employment with Covenant, the employee must return all company provided clothing or the value of the clothing will be deducted from the amount of the employee's last paycheck.

Failure to comply with appropriate work clothing and appearance is grounds for disciplinary action. It is management's decision to send an employee who does not meet these guidelines, home without pay.

### 5.13. <u>FOOTWEAR</u>

Covenant Restorations is pleased to offer the following footwear policy and footwear allowance policy:

- A. Footwear should be classified as "working" or "hiking" related footwear.
- B. Footwear should have a rubber or polyurethane type sole materials and provide slip protection, ex. Vibram.
- C. Footwear should have 50% or greater leather in the footwear uppers.
- D. Footwear should be closed toe.
- E. Footwear with laces should be tied.
- F. Footwear should be fitted properly to prevent from becoming loose.
- G. Footwear should be maintained in a condition that maintains employee safety.
- H. Footwear should be water-resistant. Waterproof is preferred.
- I. All aspects of footwear must comply with safety guidelines.

This policy is specific to employees who work in the field and/or around construction sites and materials.

Covenant will reimburse each employee who works in the field and/or around construction sites and materials up to \$100 each calendar year for the purchase of approved footwear. To be eligible, employees must have completed their 90-day probationary period. Employees are responsible to complete a Footwear Reimbursement Form and obtain approval from their supervisor. Employees will be required to provide a receipt showing purchase of the approved footwear.

#### 5.14. PERSONAL APPEARANCE

Covenant desires for all employees to present themselves in a professional manner, with respect to clothing, personal hygiene, and appearance. This policy is to ensure that each employee is presenting themselves to customers properly, and that Covenant is being professionally represented as an organization. Personal appearance policies are presented to maintain a professional appearance, maintain employee safety, and allow proper usage of PPE.

The following hygiene and personal appearance requirements are applicable to all employees:

- A. Maintain personal cleanliness by bathing regularly.
- B. Oral hygiene (brushing of teeth) required.
- C. Use of deodorant/antiperspirant to minimize body odors.
- D. Refrain from using heavily scented perfumes/colognes/lotions, as these may cause reactions, migraines, or respiratory difficulty for other employees or customers.
- E. Hair, including sideburns, mustaches, and beards, must be well groomed, with a neat and clean appearance.
- F. Long hair must be tied back and away from the face if working in the field or at a construction site.
- G. No extreme artificial hair colors.
- H. Tattoos that could be perceived as offensive, hostile, or represent a lack of professionalism should be covered and not visible to customers.
- I. Commonly accepted body piercings are allowed, but acceptance is at the discretion of management.

J. All aspects of personal appearance must meet safety guidelines.

It is management's decision to send an employee who does not meet these guidelines home without pay.

# 5.15. <u>CONFLICTS OF INTEREST</u>

Employees should avoid external business, financial gain, exchange of service or goods, or employment interests that conflict with Covenant's business interest or with your ability to perform your job duties. This applies to a relationship with any other employer, consultants, contractor, customer, supplier, or any other party.

Violations of this rule may lead to disciplinary action, up to and including termination.

#### 5.16. <u>CODE OF ETHICAL CONDUCT</u>

In order to avoid any appearance of a conflict of interest, employees are expected to abide by the following code of ethical conduct. Please consult your supervisor or Covenant management if you have any questions.

Employees of Covenant should not solicit anything of value from any person or organization with which Covenant has current or potential business relationship.

Employees of Covenant should not accept any item of value from any party in exchange for or in connection with performing work beyond what is contracted for by Covenant.

Employees of Covenant may accept items of incidental value (generally, no more than \$25) from customers, suppliers, or others as long as the gift is not given in response to solicitation on your part and as long as it is not for the purpose of the employee agreeing to do work beyond what has been contracted for by Covenant. Items may include gifts, gratuities, food, drink, and entertainment.

From time to time, customers may offer Covenant or its employees old or excess building materials, personal property, or other belongings at reduced or no-cost to the company or employee. In the event of a reduced or no-cost offer, a Disposal Authorization form must be completed and signed by the customer and turned in to the office for approval before an employee is allowed to accept property.

If you are faced with, and unsure how to handle a situation that you believe has the potential to violate this code of ethical conduct, notify your supervisor or Covenant Management.

Violations of this code may lead to disciplinary actions, up to and including termination.

#### 5.17. PERSONAL CALLS, TEXTS AND VISITS

Covenant expects the full attention of its employees while they are working. Although employees may occasionally have to take care of personal matters during the workday, employees should try to conduct such personal business either before or after the workday or during breaks or meal periods. Regardless of when any personal call is made, it should be kept short.

Employees should also limit incoming personal calls, texts, visits, or personal transactions. Covenant's phones should be available to serve Covenant's customers, and nonbusiness use of the phones can hurt Covenant's business.

A pattern of excessive personal phone calls, personal visits, and/or private business dealings is not acceptable and may lead to disciplinary actions.

#### 5.18. PHOTOGRAPHS AND VIDEO

Covenant reserves the right to utilize photos and videos that may be taken that include employees as business development, marketing, and training materials. If an employee wishes for their likeness to not be included in such materials, it is the employee's responsibility to notify the office.

Additionally, while Covenant uses software and technology to document the work and status of a customer's property, it is never appropriate for an employee to take photos or videos of a customer's property for the employee's own use, whether shared with others or not. Employees using photos or videos for a use other than within Covenant's approved documentation parameters are subject to disciplinary actions, up to and including termination.

#### 5.19. BUSINESS EXPENSES

Employees may occasionally incur expenses on behalf of Covenant. Covenant will reimburse employees for typical business expenses. In order to be reimbursed for approved job-related supplies or materials, employees must deliver receipts for the supplies or materials to Covenant's business office within seven (7) days of purchase and complete a Reimbursement Request form that is found within the Business office.

#### 5.20. TRAINING

Covenant makes ongoing efforts to ensure that our employees are adequately and routinely trained in safety, industry standards, and company policies and procedures. Employees attending approved training will be paid for the hours in training at the same rate as their regular pay. Attendance will be taken at any training activity.

Employees are welcome to suggest topics for training and development to their supervisor.

Employees are encouraged to pursue the **voluntary** Covenant Development Program levels for their division. Employee time spent meeting the Covenant Development Program tasks are not considered paid work hours. Additional compensation is awarded as listed in the Covenant Development Program curriculum for attaining each level.

#### 5.21. INSPECTION OF PERSONAL AND COMPANY PROPERTY

Covenant's employees use the property and equipment Covenant owns and provides, and may also use Covenant's materials, information, and other supplies. Covenant reserves the right to search any Company property (e.g., personal computers, desk, lockers, Company Vehicles, or other storage areas) at any time. **Covenant also reserves the right to inspect personal property (e.g., toolboxes, purses, etc.) during the workday or as employees leave their worksites. Refusal to allow inspection may lead to disciplinary action, up to and including termination.** 

#### 5.22. OUTSIDE JOBS/MOONLIGHTING

Covenant does not want to intrude on employees' personal lives but recognizes that an employee with another job impacts that employee's ability to dedicate himself/herself to Covenant as an emergency response business. Other employment, or self-employment, may adversely impact Covenant.

If you believe you need to pursue outside employment or self-employment, the following procedures should be implemented:

- A. Employees should inform their supervisor if they intend to seek outside employment.
- B. Employees must first meet the demands of their commitments to Covenant, whether that be working overtime, being on call, or responding to an emergency.
- C. Employees may be terminated if permission in advance is not requested and approved, or the outside employment interferes with duties expected by Covenant.

Working for a competitor or customer is unacceptable and will lead to immediate termination.

# 6. COMPANY VEHICLES

Covenant has certain employees who use Company-owned or leased vehicles for daily operations. The assignment and use of a Company vehicle is a privilege, and it is Covenant's policy to insist employees operate vehicles in a safe, legal, and economical manner. To protect our employees, clients, and the public, established safe operation procedures must be followed by all drivers. The below policy and rules are to help you understand and comply with the requirements for using a company vehicle.

All personnel authorized to drive a Company vehicle as part of their duties must acknowledge receipt of this directive, permit Covenant to review their driving record, and agree to adhere to the safe use of all equipment and training thereof, prior to operating a vehicle on behalf of Covenant. All drivers are to receive this directive immediately, sign to acknowledge and agree to follow the policy and rules, and submit it to Management.

Violations of any of the Company Vehicle policies may result in disciplinary action ranging from a documented reprimand to a temporary or permanent loss of company driving privileges, suspension of employment, or dismissal.

### 6.1. DRIVER QUALIFICATIONS

- A. You must have a valid driver's license from the state in which you reside.
- B. You must maintain a favorable driving record and permit periodic review of your driving record by Covenant.
- C. You must be authorized by Management before you can drive a Company vehicle.
- D. You must meet any age requirements from Covenant or their insurers.

# 6.2. VECHICLE GENERAL RULES

- A. ONLY pre-authorized Covenant employees are permitted to drive (herein referred to as "driver") a company vehicle. Thus, you, a Driver, MAY NOT permit your spouse, child, other relative, friend, etc. to operate the vehicle. The ONLY exception to this rule is in cases where significant injury and/or death is imminent, and the vehicle must be operated by others to remedy the emergency situation.
- B. Company Vehicles are issued for the purpose of completing Covenant business. Nevertheless, drivers may use the vehicle for reasonable local use. Using the vehicle for vacations, weekends, non-business trips out of the state is not permitted without prior authorization. The driver is responsible for paying for the fuel used during personal use.
- C. To operate the vehicle, a driver must be mentally and physically safe to drive. Thus, a driver may not operate a vehicle at any time when impaired, affected, or influenced by: alcohol, illegal drugs, prescription drugs, medication, illness, fatigue, and/or injury. Failure to abide by this rule will result in disciplinary actions, up to and including termination.
- D. Any driver is required to abide by all federal, state, and local motor vehicle regulations, laws, and ordinances. This includes ensuring that all required documents are in the vehicle during its operation (Drivers' license, registration, Insurance card, etc.).
- E. A driver must immediately report to the main office a conviction or guilty plea for the violation of a drunk driving statute, law, regulation, or ordinance. If such a violation occurs, the employee will immediately lose their Company Vehicle privileges.
- F. Employees must immediately report to Management the occurrence of their driver's license being suspended or revoked.
- G. Any driver must operate the vehicle in a safe and law-abiding manner, taking into consideration adverse weather, traffic conditions, and respect for other drivers and pedestrians.
- H. A driver is not permitted to text or use applications or the internet on their cellphones or any other electronic devices while driving a Company Vehicle. The only exception allowed is when a device is being used as a GPS/mapping function. All devices should be used in a "hands-free" manner, which secures the device.
- A driver and any passenger must wear seatbelts while the vehicle is in operation. The driver is responsible to ensure all passenger(s) are wearing their seatbelts. Passenger(s) are not permitted to ride in any cargo area or other area not equipped with an installed seat or seat belt.
- J. No driver may have, or permit, possession of alcohol, illegal drugs.
- K. Any chemicals, flammable liquids, and/or gases should be properly secured in the cargo area of the vehicle.
- L. A driver assigned to a vehicle is responsible for timely and routine maintenance in accordance with the vehicle's manufacture recommended maintenance schedule. This includes periodically inspecting the vehicle to detect any possible malfunctions or potential issues. Driver should inform their supervisor immediately if the vehicle is in need of repairs.

- M. Only authorized/approved passengers are permitted during vehicle use. Additionally, at no time should a driver pick up hitchhikers.
- N. Vehicles must be kept tidy, clean, organized, and in operable condition at all times. Driver should lock the vehicle when not in use.
- O. Vehicles may not be operated in any other country other than the U.S.

# 6.3. FUEL, MAINTENANCE, AND REPAIRS

- A. Covenant will provide the Driver with a means to use to fill up the company vehicles.
- B. Driver must submit receipts for fuel and maintenance expenses.
- C. Driver must enter the correct vehicle mileage and driver number if purchasing fuel using a Company fuel card.
- D. Vehicles should be maintained with a minimum of 1/3 tank of fuel.
- E. Driver must take appropriate steps to operate a diesel vehicle in colder weather. A driver should be familiar with recommended steps and act responsibly to care for a diesel vehicle in colder weather. These steps could include, but are not limited to: block heater, anti-gel, fuel additive, etc.
- F. Driver should verify whether any diesel vehicle they are operating require DEF fluid. If required, DEF levels should be maintained the same as fuel.
- G. Driver should be responsible to maintain vehicle according to manufacturer recommendations. You should notify your supervisor regarding any maintenance or repairs needed.

# 6.4. TRAFFIC VIOLATIONS AND ACCIDENTS

- A. Driver is required to immediately notify their supervisor and Management of any tickets, accidents, or other violations that have occurred while driving. If involved in an accident, driver must submit to a drug/alcohol test.
- B. TRAFFIC VIOLATIONS ARE NOT REIMBURSABLE COSTS. All fines, defense costs, and other legal penalties for violations are the responsibility of the driver. Violations will be subject to disciplinary actions, up to and including immediate termination, depending on severity of the violation.
- C. For not-at-fault accidents that occur during the approved business use of the vehicle, the related expenses will be taken care of by Covenant through its insurance policy. However, if the employee driver is at fault for a preventable accident, the driver is responsible to reimburse Covenant the cost of repairs, or the insurance deductible, whichever is less.
- D. For accidents that occur during personal use of the vehicle, the driver is responsible to reimburse Covenant the insurance deductible paid in relation to the accident and, for a period of up to five years for paying any resulting increase in Covenant's insurance premium that is a direct result of the accident claim.
- E. Accidents occurring while a driver is in violation of any part of this policy may subject the driver to responsibility for any or all costs or damages resulting from the accident.

# 7. NETWORK AND ELECTRONIC RESOURCE POLICY

Network and Electronic Resources, such as computers, laptops, tablets, other hardware, software, e-mail, landline and cellular phones, Wi-Fi hotspots, fax machines, and internet access, are tools that Covenant provides its employees to assist them in their work. These Network and Electronic Resources and related access systems are proprietary Covenant property and subject to review or access by Covenant at any time.

All employees who use Covenant's Network and Electronic Resources must follow the guidelines below:

- A. Use Network and Electronic Resources for Covenant business purposes ONLY.
- B. All work records must be saved to Covenant storage devices, approved software systems (such as: BuilderTrend, Encircle, Tsheets, Microsoft Office 365, etc). Work information should not be saved to other locations or employee's personal electronic devices. Accordingly, employees are expressly prohibited from using external hard drives or any other type of connection that would allow Covenant records to be saved elsewhere rather than Covenant authorized storage locations.
- C. Employees shall not make copies of any Covenant work record or other Covenant information, whether confidential, proprietary, or other, and transmit or remove the copies outside of the office without approval from Covenant.
- D. Messages and communications sent via Covenant's Network and Electronic Resources are subject to subpoena and access by persons outside Covenant and may be used in legal proceedings. Please consider this before sending any confidential messages or material via the Network and Electronic Resources.
- E. The Network and Electronic Resources should not be used for accessing or updating personal social media accounts. Additionally, employees are prohibited from posting Covenant confidential and trademark information or client information on social media sites.
- F. E-mail, texting, and/or direct messaging are not substitutes for face-to-face communication. If you have a conflict with someone or need to discuss an important issue, it should be handled in person or over the telephone if meeting in person is not an option.
- G. Remember that all of Covenant's policies, including but not limited to, policies on Equal Employment Opportunity, Harassment, Confidentiality, Personal Conduct and Rules of Conduct, apply to the use of Covenant's Network and Electronic Resources. Employees must NOT review or forward sexually explicit, profane, or otherwise unprofessional or unlawful material through Covenant's Network and Electronic Resources.
- H. Passwords and access codes protecting the use of Covenant's Network and Electronic Resources are Covenant's property and should not be shared with anyone else. If an employee needs to change their password, the employee needs to inform their supervisor and update the password. This also includes access codes for security systems and alarms.
- Do not install any hardware, program, software, app, etc. on any Covenant Network and Electronic Resource or Covenant device without the express consent of your supervisor or Covenant Management. The purpose of this prohibition is to protect the integrity of Covenant files as well as prevent the possible introduction of an electronic virus, tracking, or security threats.
- J. Covenant expressly prohibits the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material.
- K. Employees must not attempt to override or evade any program or measure installed by Covenant to protect the security or limit the use of its Network and Electronic Resources.

<u>Covenant retains the right to review all communications conducted and data saved, reviewed, or accessed</u> <u>via Covenant's Network and Electronic Resources, including Covenant devices, e-mail, and internet access.</u> <u>This right of review includes e-mails sent on Covenant's network and electronic resources via a personal,</u> <u>password protected e-mail account.</u> Covenant does not permit any employee to access or use any Covenant password, e-mail, or internet access other than their own. Inappropriate use of Covenant's Network and Electronic Resources may result in disciplinary action up to and including termination. Employees should be careful to safeguard their passwords, log off their devices when not in use, and not permit others to access Covenant systems.

# 8. CONFIDENTIAL AND PROPRIETARY INFORMATION

Covenant considers its confidential and proprietary information, including the confidential and proprietary information of our customers, to be one of its most valuable assets. As a result, employees must carefully protect, and must not disclose to any third party, any confidential or proprietary information belonging to Covenant or its customers. Such protected information includes, but is not limited to, the following: matters of a technical nature, product sources, product research and designs, work processes and methods, paperwork and documentation; and matters of a business nature, customer lists, customer contact information, associate information, on-site program and support materials, candidate and recruit lists and information, personnel information, placement information, pricing lists, training programs, contracts, sales reports, sales, financial and marketing data, systems, forms, methods, policy and procedures, employee resources, analyses, and any other proprietary information, whether communicated orally, in writing, electronic or other tangible form, concerning Covenant's or its customers' operations and/or business.

Employees should ensure that any materials or devices containing confidential or proprietary information are properly secured before leaving their work areas each day. During the workday, employees should not leave any sensitive information lying about or unsecured.

If you have any questions about this policy, consult your supervisor or Covenant Management.

# 9. DISCIPLINARY ACTION

There are reasonable rules of conduct that must be followed in any organization to help a group of people work together effectively. Covenant expects each employee to present himself/herself in a professional appearance and manner. If an employee is not considerate of others and does not observe established work policies and procedures, disciplinary action will be taken.

Depending on the severity or frequency of the disciplinary problems, a verbal or written reprimand, suspension without pay, disciplinary probation, and/or discharge may be necessary. It is within Covenant's sole discretion to select the appropriate disciplinary action to be taken. Notwithstanding the availability of the various disciplinary options, Covenant reserves the right to discharge an employee at its discretion, with or without notice. Disciplinary actions will be documented and stored in personnel folders.

The following are examples of offenses that may result in immediate discipline, up to and including dismissal, for a single offense. These examples can include, but are not limited to:

- A. Excessive absenteeism, tardiness, or no-call/no-show.
- B. Dishonesty, including falsification of documents, or misrepresentation of any fact.
- C. Fighting, disorderly conduct, horseplay, or any other behavior which is dangerous or disruptive.
- D. Possession of, consumption of, or being under the influence of alcoholic beverages in violation of the Drug-Free Workplace Policy.
- E. Illegal manufacture, distribution, dispensation, sale, possession, or use of illegal drugs or unprescribed controlled substances.
- F. Reporting for work with illegal drugs or unprescribed controlled substances in your body.
- G. Possession of weapons, firearms, ammunition, explosives, or fireworks on Covenant or customer premises in violation of Covenant's Weapons Policy.
- H. Failure to promptly report a workplace injury or accident involving any of Covenant's employees, clients, equipment, or property.
- I. Willful neglect of safety practices, rules, policies.
- J. Speeding or reckless driving while on Covenant business or while driving a Covenant vehicle.
- K. Commission of a crime or other conduct which may damage the reputation of Covenant.
- L. Use of profane language while performing Covenant business.
- M. Stealing, misappropriating, or intentionally damaging property belonging to Covenant or its customers or employees.
- N. Unauthorized use of Covenant's or its clients' name, logo, funds, equipment, vehicles, or property.
- O. Insubordination, including failure to comply with any work assignments or instructions given by any Covenant supervisor with the authority to do so.
- P. Violation of Covenant's Equal Employment Opportunity Policy or its Harassment policy.
- Q. Interference with the work performance of other employees.
- R. Failure to cooperate with an internal investigation, including, but not limited to, investigations of violations of these work rules.
- S. Failure to maintain the confidentiality of trade secrets, documentation, customer information, vendor information, or other confidential information belonging to Covenant or its customers.
- T. Failure to comply with the personnel policies and rules of Covenant.
- U. Leaving jobsites messy, tools left out, and/or leaving equipment behind after the job has been completed.
- V. Failure to properly secure customer premises when leaving a jobsite.

# 10. ACKNOWLEDGEMENT AND CONSENT FORMS

#### ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I have received the current Covenant employee handbook (31 pages - published April 2023) and have read and understand the material covered. I have had the opportunity to ask questions about the policies in this handbook, and I understand that any future questions that I may have about the employee handbook, or its contents will be answered by my supervisor or Covenant Management upon request. I agree to and will comply with the policies, procedures, and other guidelines set forth in the handbook. I understand that Covenant reserves the right to change, modify, or abolish any or all of the policies, benefits, rules, and regulations contained or described in the handbook as it deems appropriate at any time, with or without notice. I acknowledge that neither the handbook nor its contents are an express or implied contract regarding my employment.

This handbook is Covenant property and must be returned upon separation.

Employee Name: \_\_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **EMPLOYEE CONSENT FORM**

I hereby acknowledge receipt of the Drug-Free Workplace Policy for Covenant Restorations Inc. I have read and understand this policy. I understand that refusal to submit to any drug testing required by this policy or a positive test result is grounds for immediate termination. Furthermore, I authorize the release of the test result to my employer, and/or on post-accident tests, Covenant's workers compensation insurance carrier and understand that refusal to release these results is grounds for disciplinary actions, up to and including termination. I understand that if I test positive for drugs and/or alcohol following an on-the-job accident, I may be ineligible for workers' compensation benefits or have benefits reduced by 50% as allowed by relevant state law. I understand that entering Covenant's property constitutes consent to searches and inspections for enforcement of this policy.

As a condition of continued employment, employees must sign attached consent form and comply with the policy.

I have read and understand this policy and will abide by it as a condition of my employment.

Employee Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_