

Information Handbook
for Employees of
The Marshall Auto Group



Marshall Motors
of Florence

CHRYSLER
DODGE • JEEP

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Employee Concerns

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NOTHING CONTAINED IN THIS HANDBOOK IS INTENDED TO CREATE (NOR SHALL BE CONSTRUED AS CREATING) A CONTRACT OF EMPLOYMENT (EXPRESS OR IMPLIED) OR GUARANTEE EMPLOYMENT FOR ANY TERM OR FOR ANY SPECIFIC PROCEDURES. THERE IS NO CONTRACT OF EMPLOYMENT BETWEEN THE MARSHALL ORGANIZATION AND ANY ONE OR ALL OF ITS EMPLOYEES. EMPLOYMENT SECURITY CAN NOT BE GUARANTEED FOR OR BY ANY EMPLOYEE.

Foreword

We believe in keeping employees fully informed about our policies, procedures, practices, benefits, what employees can expect from the dealerships and the obligations assumed as an employee of the Marshall Auto Group. This practice is designed to provide fair treatment of employees. All employees are expected to become familiar with the policies, procedures, practices and benefits of the Marshall Auto Group. This handbook is intended to provide employees with basic information. The policies and practices described in this handbook reflect a great deal of concern for the people who make it possible for the Marshall Auto Group to exist...**its employees**

Nothing contained in this handbook is intended to create a contract (express or implied), or otherwise to create legally enforceable obligations on the part of the Marshall Auto Group or its employees.

Because the Marshall Auto Group is a growing, changing organization, it reserves full discretion to add to, modify, or delete provisions of this handbook at any time without advance notice. For this reason, employees should check with the General Manager to obtain current information regarding the status of any particular policy, procedure or practice. No individual other than one of the Owners of the Marshall Auto Group has the authority to enter into an employment agreement or any agreement that modifies dealership policy. Any such modification must be made in writing and must be signed by the Owners of the Marshall Auto Group.

All employment with the Marshall Auto Group is at will. At will means both employees and the Marshall Auto Group have the right to terminate employment at any time, with or without advance notice and with or without cause. No one other than one of the Owners of the Marshall Auto Group has the authority to alter this agreement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by Owners and/or General Manager of the Marshall Auto Group.

Descriptions of various fringe benefits such as group insurance are summaries only. Should the descriptions in this handbook differ with any formal agreement or document involved, the formal agreement or document shall be considered correct.

These policies, procedures, practices and benefits described in this handbook replace all earlier written/unwritten ones

Management Philosophy

The Marshall Auto Group pledges to its employees that as long as the affairs of this dealership are in our hands, the following principles will govern our actions with employees.

The Marshall Auto Group employees and their welfare are very important to the success of our dealership. Our long-range objective is the continuous development of a growing and prospering business through which both the employees and the dealership will benefit. Every employee is considered a member of our dealership team. Our success as a dealership is built on the recognition of the skills and efforts made by each employee. It is our policy to work with all members of our team in a fair and friendly manner and to treat each team member with dignity and respect.

The management of the Marshall Auto Group will work continually for the benefit of our present and prospective customers as well as our employees to improve the competitive position of our dealership. This will enable us to provide excellent jobs for our team members.

The continued growth and success of our dealership depends upon the attitude and effort of each person employed by the Marshall Auto Group. We must maintain a reputation for quality, integrity and service. Each employee represents the Marshall Auto Group in his or her contacts with customers.

Our reputation with the customer is at stake – it is in the hands of each employee. An employee's actions and attitude can strengthen us or quickly turn the customer against us. Employees have everything to gain by being courteous, neat, friendly and helpful. We also have everything to lose by being discourteous, untidy, unfriendly and unhelpful. If just once we fail to serve our customers well, they may leave us, never to return.

No matter what position an employee holds within our dealership, it is important and vital that they remember our basic objective is to provide quality service to each and every customer.

Our business operation has always been conducted on an aggressive and profitable basis. This makes our dealership strong – both in a financial condition and a competitive position. Progressive and profitable dealerships can offer maximum security to their employees – good pay, good benefits and good working conditions.

The loyalty and fine performance of the Marshall Auto Group employees is a tremendous factor in the success of our dealership. We consider our employees our most valuable asset. It is our hope that our association with you will last many years and you will strive daily to improve your position on the team.

General conditions such as safety, cleanliness, and employee accommodations will be evaluated periodically for possible improvement and will always compare favorably with good industry practice. We will be pleased to meet with any employee to discuss suggested improvements in working conditions.

We will devote our best effort to conducting an expanding business within which will prevail an atmosphere of harmony with opportunity for all employees of the Marshall Auto Group.

Rob Marshall
Marshall Auto Group

Section 1

Employment

APPLICATION FOR EMPLOYMENT

All candidates for employment for the Marshall Auto Group must fully complete, date, and sign the dealership's standard employment application form. *(A résumé will not be accepted in lieu of a completed employment application)* The application form should be completed in detail and signed by the applicant to verify the accuracy and completeness of previous employment and personal information.

The dealership may investigate any portion of the requested information and may deny or later terminate the employment of anyone giving false, misleading, or incomplete information.

The completed employment application form will be made part of the personnel file of those applicants selected for employment.

An employment application completed by an applicant and not selected for available openings will be maintained in the Accounting Department and reviewed as suitable openings occur.

CONFIRMATION OF PREVIOUS EMPLOYMENT

It is the policy of the Marshall Auto Group to request information from a prospective employee's previous employer(s) in order to obtain the prospective employee's work record as it pertains to his or her application for employment.

COMPLIANCE INFORMATION

In order for the dealership to comply with federal government regulations regarding its practice to employ people without discrimination, it is necessary for the dealership to compile and maintain detailed information on each formal candidate for employment and those who are hired.

This information will include the candidate's or employee's sex, race and veteran's status, including service in the Vietnam era.

IMMIGRATION LAW COMPLIANCE

The Marshall Auto Group is committed to employing U.S. citizens and aliens who are authorized to work in the United States and will not unlawfully discriminate on the basis of citizenship or national origin.

As a condition of employment and in compliance with the federal Immigration Reform and Control Act (IRCA) of 1986, each new employee must complete an Employment Eligibility Verification form (Form I-9) and present documents that establish identity and employment eligibility.

Identity can be established by providing documentation such as a current state-issued driver's license, a state-issued identification card, or similar document such as a school identification card with photograph, voter's registration card or military service record.

An **employment eligibility** document is a Social Security card, a birth certificate, or an immigration document.

If proper identity and employment eligibility documents are not provided, an employee will not be allowed to continue employment.

MEDICAL EXAMINATIONS

To help ensure that employees are able to perform their duties safely, medical examinations may be required.

For certain positions or under certain circumstances and after an offer of employment, a medical examination may be required. When a medical examination is requested, the medical exam will be conducted by a dealership-appointed physician at the dealership's expense. Employment and assignment will be conditional pending the receipt of a satisfactory physician's report.

Current employees may also be required to undergo medical examinations. When necessary, these exams will evaluate an employee's ability to perform the essential functions of the position or need for possible accommodation. Such examinations will be conducted for all employees in the same job category and will be scheduled at reasonable times and intervals. The exams will be conducted at the employer's expense.

Prior injuries or medical conditions must be disclosed prior to hiring.

DRUG TESTING

The Marshall Auto Group is committed to providing a safe, efficient and productive work environment for all employees; therefore, job applicants and current employees will be asked to provide body substance samples (such as urine and/or blood) to determine illegal use of drugs or alcohol. Any applicant who fails the drug test will not be accepted for employment. Any employee who refuses to submit to drug testing is subject to disciplinary action up to and including termination of employment.

Questions concerning this policy should be directed to your general Manager

MOTOR VEHICLE RECORD (MVR) INQUIRY

Employees may be expected to drive dealership vehicles and must provide the dealership with current and acceptable motor vehicle driving information. Employment and/or assignment will be conditional pending the receipt of a satisfactory report from the Transportation Cabinet.

EQUAL EMPLOYMENT OPPORTUNITIES

The Marshall Auto Group was built upon teamwork and equal opportunity. We will continue to be successful when people are treated fairly and allowed to advance and achieve their full potential. We are proud of the fact that we extend equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, religion, sex, age, national origin or disability, which if needing accommodation, may be reasonably accommodated as required by law.

We work hard at the Marshall Auto Group to promote the fulfillment of human potential and equal employment. We will take action to ensure that all qualified minority group individuals, women, disabled persons, and disabled or Vietnam Era veterans are given the opportunity to know of openings, are encouraged to seek promotions, are considered for employment/promotion opportunities, and, when qualified, are hired or promoted.

All phases of employment including but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, termination, recall, use of all facilities, and participation in all dealership-sponsored activities will be administered in a way that furthers the principle of equal employment opportunity.

The dealership has designated that the General Manager as its Equal Employment Opportunity Officer. The Equal Employment Opportunity Officer is responsible for coordinating all aspects of the Equal Employment Opportunity process to assure non-discrimination and compliance with all applicable orders and guidelines. Questions and/or complaints concerning equal employment opportunity should be directed to the dealership's Equal Employment Opportunity Officer.

EMPLOYMENT PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA)

Title I of the Americans With Disabilities Act prohibits discrimination in any terms or conditions of employment for qualified individuals with a disability.

The Americans With Disabilities Act requires that employment decisions be based on the ability of a person to perform the essential functions of a job and not the person's disability or limitations.

Further, it requires management to reasonably accommodate individuals with disabilities when necessary.

To comply with the employment provisions of the Americans With Disabilities Act, the Marshall Auto Group will:

- identify the essential functions of a job;
- determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and,
- determine whether a reasonable accommodation can be made for a qualified individual

CATEGORIES OF EMPLOYEES

Employees are designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under specific provisions of federal and state laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws and do not receive overtime pay.

In addition to the non-exempt or exempt classification, employees are divided into the following categories for the purpose of compensation and benefit eligibility. Dealership policies apply to all categories of employees.

Full-Time

Employees hired full time (***40 hours or more***) on a full work week basis for a continuous and indefinite period of time are considered full-time employees for all compensation and benefit purposes.

Part-Time

Employees whose work schedule is less than full time (***less than 40 hours***) on a Full work week basis for a continuous and indefinite period are considered part-time employees for all compensation and benefit purposes. Part-time employees are eligible for some benefits by specific reference only.

Temporary

Employees hired as temporary replacement for full-time or part-time employees, or for short periods of employment such as summer months, peak periods, and vacations are considered temporary employees. Temporary employees are not eligible for benefits regardless of the number of hours or weeks worked.

BENEFIT ELIGIBILITY

The term “***eligible employee(s)***” used in ***Section 3 – Benefits*** of this handbook refers to full-time employee(s) unless otherwise designated. Each employee will be advised of the status of his or her position when he or she is hired.

- Full-time employees are entitled to the benefits stated in this handbook provided they qualify for each individual benefit.

- Part-time employees are entitled to those employee benefits specifically designated
- Temporary employees are not eligible for benefits

ORIENTATION

Following the acceptance of employment, the Department Head and the General Manager will discuss job duties and areas of responsibility with a new employee. Dealership policies and procedures will also be reviewed. A copy of the Information Handbook for Employees will be available for the new employee to read and review.

After reviewing the handbook, the employee must sign a statement acknowledging his or her understanding of the information contained in the Information Handbook for Employees. This statement must be witnessed by the Department Head and must be returned to the Accounting Department within three (3) days of commencement of employment. The signed/witnessed copy of the statement will become part of the employees personnel file.

A copy of the Information Handbook for Employees will be available for future reference for all employees.

EVALUATION PERIOD

During the first 180 days of employment, the Marshall Auto Group and each new employee are given an opportunity to see whether the employment relationship should continue.

At the end of the 180 day period, the employee's performance will be evaluated. An employee who satisfactorily completes the evaluation period will be notified by the General Manager or the Department Head of his or her employment status.

During the evaluation period, an employee may voluntarily terminate employment without notice, or if the performance of the employee is not satisfactory as determined by the Marshall Auto Group, the employee may be released with or without notice.

The completion of the evaluation period should not be considered as a guarantee of permanent employment. The Marshall Auto Group evaluates employees on a continuing basis and reserves the right to terminate an employee at any time during or after the evaluation period.

PAYROLL INFORMATION

Following the acceptance of employment, each new employee will be given federal and state tax withholding forms along with insurance forms to complete. The completed forms, the employment application forms, and information regarding starting pay,

starting date and any other pay or benefit information will be forwarded to the Accounting Department.

CONTINUOUS SERVICE DATE

So that the dealership can maintain a record of benefits for each employee, a continuous service date will be established for each full-time employee. The continuous service date will be the employee's first day of employment as a full-time employee and will continue uninterrupted as long as he or she remains a full time employee of the Marshall Auto Group.

EMPLOYMENT OF MINORS

The following provisions apply with respect to the dealership's employment age requirements:

- The dealership will fully comply with the Child Labor provisions of the Fair Labor Standards Act and applicable state statutes which govern the employment of minors
- For purposes of insurance risk, it is the dealership's policy to discourage the employment of individuals younger than age eighteen (18) in any position with the dealership. In any case involving the hire of a person under the age of eighteen (18), a written release must be secured from a parent/guardian in advance of the person's start date.
- Should the dealership have any reason to question whether an individual applicant is under age eighteen (18), the applicant may be required to furnish proof of birth date.

EMPLOYMENT AT WILL

We hope that each employee's period of employment with the Marshall Auto Group can be a rewarding experience. However, we recognize that circumstances change with the passage of time and that some employees may seek opportunities elsewhere or choose to leave the dealership for other reasons.

Other employees may not fulfill the operational needs of the dealership or changed circumstances may reduce available employment opportunities which may result in involuntary terminations.

We sincerely hope that none of these situations occur, but realistically we have to acknowledge that the possibility does exist. Therefore, the right of the employee or the dealership to terminate the employment relationship *at will* is recognized and affirmed as a condition of employment.

At will means that both employees and the Marshall Auto Group have the right to terminate employment at any time, with or without advance notice, and with or without cause.

EMPLOYEE INFORMATION

Employees are expected to keep the dealership informed about any major change which may affect their employment status. Each employee is responsible for promptly notifying the dealership of important changes in personnel data. Personnel data should be current and accurate at all times and any change of the following should be reported to the Accounting Department:

- Name
- Address
- Home telephone number
- Marital status
- Number of dependents
- Emergency telephone numbers and whom to notify in case of emergency
- Change of beneficiary
- Driving record
- Authorized payroll deductions
- Additional education and special training courses
- E-mail address

PERSONNEL FILES

The Marshall Auto Group will maintain a file on each employee. An employee's personnel file begins with his or her completed employment application form. From time to time various information will be added to this personnel file regarding an individual's employment with the dealership. Personnel files are property of the Marshall Auto Group and will be treated the same as any other confidential dealership information.

The following provisions apply with respect to the dealership's standards for establishing, maintaining, and handling employee personnel files:

- All official records concerning an employee will be kept up to date insofar as possible and all employees shall promptly report all pertinent personal information and data changes to the Accounting Department.
- Employees will be permitted to review their personnel file as permitted by applicable laws.
- Information regarding the medical condition or history of an employee will be kept in a separate file with restricted access.
- The personnel file of an employee terminating employment will be maintained in accordance with applicable state and local laws

CONTENTS OF PERSONNEL FILES

Employee personnel files may include the following:

- Original employment application
- Employment Eligibility Verification (I-9)
- Performance appraisal reports
- Disciplinary action notices
- Special commendation information
- Educational achievement records
- Status changes affecting employee's work and salary history
- Employee's résumé (if submitted)
- Signed/Witnessed copy of Acknowledgement of Receipt and Review and Understanding
- Signed/Witnessed copy of Drug-Free Workplace Policy Employee Acknowledgement
- Other relevant documents as determined by the Accounting Department

EMPLOYEE'S REQUEST FOR REVIEW OF PERSONNEL FILE

The following provisions apply with respect to an employee's request to review his or her personnel file:

- The Accounting Department will have the responsibility of coordinating the review of an employee's personnel file with the employee's immediate supervisor.
- A member of the Accounting Department staff must be present while the employee reviews his or her personnel file.
- The employee may take notes, but may not remove, deface or otherwise make notations on the documents in his or her personnel file.
- Upon request from the employee, the dealership may provide a copy of any item(s) in the employee's personnel file

MANAGEMENT'S REVIEW OF PERSONNEL FILES

All information in employee personnel files is considered confidential. This information will only be available to the Accounting Department, the employee, senior management personnel, and supervisors or managers who are responsible for the employee. Any violation of this policy of is considered a very serious offense.

One exception will be in a transfer situation where the supervisor of the department to which an employee may be transferred will be allowed to review the employee's file with the approval of the Accounting Department and the employee's immediate supervisor.

Section 2

Working Hours and Pay

WORKING HOURS

Each business department maintains its own operating hours. The Department Head will determine the hours for each employee. Each employee will receive a one (1) hour lunch break to be scheduled by the Department Head

Each employee is expected to complete a normal work day and work week and work whatever reasonable additional hours are required to meet dealership needs.

The Department Head will inform employees of scheduled break and/or lunch periods. Employees are expected back at their work station ready to start work at the end of each scheduled break and/or lunch period. If overtime is required, employees will be expected to work any additional time necessary.

OVERTIME

Employees may be scheduled to work overtime when operating requirements or other needs cannot be met during regular working hours. Whenever possible, advance notification will be provided. If determined necessary, overtime work will be authorized by management beyond an employee's standard work week. Non-exempt employees will be paid overtime compensation in accordance with federal and state wage and hour provisions. Overtime pay is based on actual hours worked. Time off for vacation leave, sick leave, a dealership-observed holiday, or any leave of absence will not be considered as hours when computing overtime.

Any employee who fails to work scheduled overtime or works overtime without prior authorization from management will be subject to disciplinary action up to and including termination of employment.

PAY PERIOD AND PAYMENT

The pay period is monthly. Personnel are normally paid on the last Friday of the month for work performed the first day of the month through the last day of the current month.

Personnel in the Sales Department are paid the Friday following the last day of the month unless the last day of the month falls on a Thursday. In this case, Sales personnel will be paid on the Friday of the following week.

PAY RATE SCHEDULE (NON-EXEMPT)

The dealership has established certain pay rate schedules for non-exempt employees based upon work classifications. The length of time in a classification is a general guideline only and being employed by the dealership for any particular period of time does not mean automatic promotion.

The dealership also uses general guidelines for levels of qualification. The rate schedule will be explained to a new employee at the time of hiring.

RECORDING TIME WORKED

Government regulations require that the dealership keep an accurate record of time worked by employees in order to calculate pay and benefits

All employees are required to punch in when they report to work and punch out when they leave the premises. Non-exempt employees should show up to work no more than three (3) minutes prior to their scheduled starting time and stay no more than necessary after their work day has ended unless otherwise approved by the Department Head.

It is the employee's responsibility to sign his or her time record to certify the accuracy of all time recorded. Your Department Head will review and then initial the time record before submitting it for processing. In addition, if corrections or modifications are made to the time record, both the employee and the Department Head must verify the accuracy of the changes by initialing the time record.

It is a violation of dealership policy for one employee to punch another employee's time card, alter another employee's time card or alter his or her own time card without permission.

If an employee has a question regarding his or her time card, he or she should discuss the matter with his or her direct department head.

ATTENDANCE

Regular and on-time attendance is expected for efficient operations at the Marshall Auto Group. Excessive absenteeism and tardiness is not only inconvenient but also causes costly problems. While it is recognized that an occasional illness or extenuating personal reason may cause unavoidable absence from work or tardiness, regular on-time attendance is required for continued employment.

Employees are expected to personally make the effort to notify the dealership of any absence or tardiness. Employees should contact their department head directly to report any absence or lateness prior to their starting time so that arrangements may be made to alter the distribution of work if necessary.

If the department head is not available, then the employee should notify the General Manager of the absence or lateness.

Any employee who fails to maintain an acceptable attendance record will be subject to disciplinary action. Unexcused absence or tardiness will effect future promotions and/or raises.

If the employee is absent from work for two (2) consecutive working days without informing his or her department head or the General Manager, it will be assumed that the employee resigned and employment will be terminated as of the last day worked by the employee.

UNEXCUSED ABSENCE

The following describes the disciplinary actions that may result from unexcused absence, but the dealership reserves the right to take disciplinary actions other than those specified and in an order different from what is listed below.

- 1st Offense** Verbal reprimand with written notice to employee's personnel file
- 2nd Offense** Written notice (copy to employee's personnel file)
- 3rd Offense** Suspension for up to five (5) working days without pay with management review
- 4th Offense** Subject to termination after management review

TARDINESS

Tardiness applies to returning from lunch and/or break periods as well as the beginning of the work day. The following describes the disciplinary actions that may result from tardiness, but the dealership reserves the right to take disciplinary actions other than those specified and in order other than listed below

- 1st Offense** Verbal reprimand with written notice to employee's personnel file
- 2nd Offense** Verbal reprimand with written notice to employee's personnel file
- 3rd Offense** Suspension for up to five (5) working days without pay
- 4th Offense** Suspension for up to ten (10) working days without pay up to termination

FAMILY EMERGENCY

In the event management receives word of an emergency related to a member of an employee's family, the employee will be notified as soon as possible. Should the employee be at a location away from his or her normal workplace, arrangements will be made to contact the employee, and of necessary, arrange for the employee to return home immediately.

SEVERE WEATHER CONDITIONS AND EMERGENCY CLOSINGS

If there is any question regarding hours of work during severe weather or in an emergency situation, employees are responsible for contacting their Department Head regarding opening and closing hours.

Unless otherwise notified, employees are expected to be at work on time. If an employee arrives late, leaves early, or otherwise alters his or her normal work schedule without prior approval from management, he or she will be expected to make up this time.

PERFORMANCE EVALUATIONS

Performance of employees will be evaluated periodically by management. The evaluation may consist of a personal interview during which an employee's strengths and weaknesses will be discussed and evaluated and recommendation for improvements may be made. These interviews help to identify the short and long range goals of employees and determine how they interrelate with the dealership's purpose and objectives.

Any recommendation for promotion, a change of duties, or an increase in pay must be approved by the General Manager before any change takes effect. A performance evaluation does not necessarily mean a change in pay or duties.

ADVANCEMENT

The Marshall Auto Group believes in promoting from within the dealership. We want employees to have the opportunity for promotion to higher paying positions within the dealership. The promotion may be based on such factors as quality and quantity of work, prior job performance, experience, educational background, attendance record, safety record, and the ability to work well with others.

INCENTIVE PROGRAMS

From time to time, the dealership and/or a manufacturer may announce incentive programs that may affect one or more departments. Incentive programs may take the form of cash, travel or recognition awards. The Marshall Auto Group also has a "*Bird Dog*" program which provides a cash award to an eligible employee who refers a new customer who ultimately purchases a vehicle from the dealership. The employee must complete a "*Bird Dog*" voucher and submit it to the Sales Office within 72 hours of the customer's purchase.

PAYROLL DEDUCTIONS FROM GROSS PAY

The dealership will make arrangements for payroll deductions for the following:

- Federal, state, local income taxes
- Social Security taxes
- Past due taxes
- Garnishments (*including child support*) or other court ordered wage deductions
- Employee's portion of group insurance premiums
- Employee's portion of group insurance premiums for coverage on eligible dependents
- Uniforms
- Loss, damage, or destruction of dealership property
- Retirement savings plan contributions
- Charitable contributions

Any deductions (*other than statutory deductions*) must be authorized by the employee. No other deductions will be made unless specifically authorized in writing by the employee. All deductions will be itemized on the employee's pay check stub. Questions regarding payroll deductions should be directed to the Accounting Department.

ERROR IN PAY

The dealership takes precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should notify the Accounting Department. The dealership will make every attempt to adjust the error no later than the employee's next pay period.

GARNISHMENT OF EMPLOYEE WAGES

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires the dealership to honor garnishments of employee wages (*including child support*) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs.

In the event that an employee's wages are subject to two (2) or more garnishments in any twelve (12) month period, disciplinary action may be taken by the General Manager.

AUTHORIZED CHECK PICKUP

If an employee is absent on pay day and instructs someone to pick up his or her pay check, a note signed by the employee authorizing the person must be provided before the check can be released. The person picking up the pay check must show proper identification and sign for the check. This policy protects both the employee and the dealership.

SEVERANCE PAY

It is the policy of the Marshall Auto Group to provide severance pay to full-time employees whose employment is terminated for reasons that are favorable to the Marshall Auto Group as determined by the dealer at its sole discretion.

Specifically excluded from benefits under this provision would be an employee who was hired as a temporary employee for a specified period of time or one who was offered but refused to accept another suitable position with the dealership.

Section 3

Benefits

The dealership provides a well-balanced program of benefits designed to meet the needs of employees and provide protection from financial hardship. These benefits will be reviewed periodically to assure that they keep pace with area practice.

The information contained in this handbook regarding employee benefits is not a contract to provide these benefits to any employee. The eligibility requirements of these benefits are described in the summary plan documents and/or benefits booklets.

Full-time employees are eligible for benefits provided by the dealership if they meet specific requirements.

At the present time, the Marshall Auto Group pays for most of the cost of the benefits. Be sure to keep information regarding any change to the handbook. Questions concerning benefits and/or insurance claim information should be directed to the Accounting Department.

The terms of the benefit plans described are subject to change at any time by the insurer(s) or the Marshall Auto Group.

VACATION ELIGIBILITY

The dealership recognizes that employees need a scheduled time away from normal work duties for their personal well being. The dealership grants annual vacation with pay to full-time employees who meet the following service requirements:

Length of Continuous Service	Eligible Vacation
1 year.....	5 days
2 years or more	10 days

VACATION SCHEDULES

Vacation requests must be made at least thirty (30) days prior to the desired vacation time. Vacation may be taken at any time during the year after eligibility with the following provisions:

- Employees are expected to take their paid vacation time as a means of rest and diversion for themselves and their families.

- Vacation must be approved in advance by the Department Head/General Manager.
- Unused vacation time may not be carried over into the next vacation year.
- If vacation days are not taken by the last day of each year, they will be forfeited unless approved by the General Manager.
- Vacation time must be taken in minimum increments of one ½ day.
- A holiday observed by the dealership that falls during the vacation period will be considered as a paid holiday and not vacation time. This day of vacation may be taken at another time as approved.
- An employee must work the regularly scheduled work days *before and after* the paid vacation in order to be eligible for vacation pay.
- Job requirements will always have precedence over vacation schedules.
- Length of service will be considered in the event a conflict of vacation schedules arises.

VACATION PAY

The following provisions apply with regard to vacation pay:

- Pay for vacation will be at the employee's base rate of pay.
- Salespersons will be paid based on their average weekly earnings during the previous year.
- Service Technicians will be paid based on forty (40) hours of base pay or eight (8) hours per day.
- Service Writers will be paid based on one (1) week at base pay.
- All other personnel will be paid based on one (1) week at base pay.
- Paid vacation time will not be considered as time worked for the purpose of computing overtime.
- Pay in lieu of unused vacation time may be provided only at the convenience of the dealership when approved in advance by the General Manager or upon separation from employment under certain conditions

OBSERVING HOLIDAYS

The dealership normally recognizes the following holidays; however, the dealership may decide to schedule work on a holiday depending on job requirements.

Observed Holidays

New Year's Day
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving Day
 Christmas Day

The following provisions apply with regard to holidays observed by the dealership:

- Full-time employees who have completed twelve (12) months of continuous employment are eligible for holiday pay.
- An employee must work the regularly scheduled work days *before and after* a holiday to be eligible for holiday pay. Only a vacation day may be used as a scheduled work day if the accounting office is notified 30 days in advance with preference being given to an employee's seniority. Maximum of two employees per department at the department manager's approval.
- Paid holiday time will not be considered time worked for the purpose of computing overtime.

GROUP HEALTH INSURANCE

Group health insurance is available to all full-time employees. Coverage will become effective on the first day of the month following three (3) months of continuous employment.

At the present time, the dealership pays a portion of the cost of premiums for coverage.

As health care costs continue to rise, the dealership will attempt to provide suitable health coverage for its employees at an affordable cost. However, when necessary, the dealership reserves the right to change the portion paid by employees for health insurance premiums.

If an employee previously covered by the dealership's group health insurance plan is laid off because of temporary lack of work or illness and is rehired within three (3) months of the layoff, the employee will become eligible to participate in the dealership's group health insurance plan on the first day of the month after rehire and acceptance by the insurance carrier.

The insurance carrier will provide eligible employees with a detailed summary of the insurance coverage provided.

CONTINUATION OF GROUP HEALTH INSURANCE PLAN (COBRA)

Employee

- An employee terminating for reasons other than gross misconduct may continue group health insurance coverage for up to eighteen (18) months [twenty-nine (29) months if disabled at the time of termination] at his or her own expense according to COBRA regulations.
- An employee whose work hours are reduced to the point where he or she is ineligible for coverage may also continue coverage for up to eighteen (18) months [twenty-nine (29) months if disabled at the time of termination] at his or her own expense.
- COBRA notification, costs, application, and procedure information will be mailed to the employee when applicable.
- The employee must notify the dealership in writing of his or her intent to continue coverage within sixty (60) days of notification and must pay the premiums according to the premium schedules.
- Failure to notify the dealership in writing or pay premiums on time is considered notice of cancellation of this option.

Dependent

- A dependent is no longer eligible for coverage under the employee's group insurance due to the death of the employee, a divorced or legally separated spouse, or a child ceasing to be a dependent, may continue to group health insurance for up to thirty-six (36) months at the expense of the employee or dependent.
- The dependent must notify the dealership in writing of his or her intent to continue coverage within sixty (60) days of notification.
- Failure to notify the dealership in writing or to pay premiums on time is considered notice of cancellation of this option.

GROUP LIFE INSURANCE

Group life insurance is available to all full-time employees. Premiums for group life insurance are paid in full by the dealership. This coverage becomes effective at the same time as the group health insurance. Information will be provided together with the group health insurance booklet. Questions regarding group life insurance should be directed to the Accounting Department.

401K PLAN

This program enables employees to save for retirement on a pre tax basis. Employees may elect to defer up to the maximum amount allowed by law. Employees are allowed to participate in the 401K plan following six (6) months of continuous full-time service.

The dealership does not match employee contributions

Any dealership contributions added to an employee's 401K plan are vested according to the following schedule:

Years of Participation in the Plan	Vesting Schedule
Less than two (2) years.....	0%
At least two (2) years.....	10%
At least three (3) years.....	20%
At least four (4) years.....	40%
At least five (5) years.....	60%
At least six (6) years.....	100%

JURY/WITNESS DUTY

When an employee is required to serve as a juror or is subpoenaed to serve as a witness, time off up to ten (10) days will be granted as follows:

- The employee must notify the General Manager upon receipt of a summons or subpoena so that arrangements can be made to accommodate the employee’s absence.
- A document from the court which shows the time spent by the employee and the amount paid to the employee must be submitted to the Accounting Department.
- Verification of an employee being seated on a jury, being detained in a jury pool, or subpoenaed as a witness may be required.
- An employee who is subpoenaed to serve as a witness for reasons not related to dealership business must use earned vacation time.
- If the court dismisses the jury early, the employee is expected to return to work as soon as possible.
- Should the employee’s work duties with the dealership be vital to its operation, the dealership may ask the court to excuse the employee from jury duty or to delay commencement of jury duty.

VOTING

The dealership encourages its employees to vote in every election; however, time off is not provided for voting with or without pay. Employees should plan to vote prior or following normal work hours.

FUNERAL LEAVE

In the event of a death in an employee’s immediate family, the employee will be allowed time off without pay in order to assist with arrangements or to attend the funeral according to the following schedule. Special consideration will also be given in the event of a death of any other person whose association with the employee was similar such as a close family friend, a foster child or significant other.

Family Member	Time Off Allowed
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Spouse.....	10 days
Parent/Stepparent.....	10 days
Child/Stepchild.....	10 days
Brother/Stepbrother/Sister/Stepsister.....	5 days
Grandparent.....	5 days
Grandchild.....	5 days
Mother-in-Law/Father-in-Law.....	5 days
Son-in-Law/Daughter-in-Law.....	5 days
Brother-in-Law/Sister-in-Law.....	5 days

If additional time is necessary, vacation time may be used, provided the employee is eligible for vacation time.

Employees who must take time off due to the death of an immediate family member should notify the General Manager immediately.

SICK LEAVE

The dealership allows employees five (5) days paid sick leave per year. The following provisions apply:

- Upon completion of six (6) months of continuous employment, eligible employees can request use of sick leave.
- Sick leave will be calculated based on the employee’s base rate of pay at the time of the absence and will not include any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.
- Sick leave days will not be allowed to accumulate.
- Sick leave may only be used for absence due to the eligible employee’s own illness or injury.
- Sick leave benefits are intended to provide income in the event of illness or injury and may not be used for any other absence.
- Paid sick time will not be considered time worked for the purpose of computing overtime.
- Unused sick time will not be paid to employees while they are employed or upon termination of employment.
- The employee must contact his or her supervisor when he or she cannot report to work before the start of his or her scheduled work day. Until medical certification is received, this should be done every day prior to the employee’s normal start time so that necessary arrangements may be made to redistribute work.
- The dealership reserves the right to request and an explanatory note from the employee’s physician should an absence extend beyond two (2) consecutive working days due to a non-job-related illness or injury.

MEDICAL ABSENCES

The dealership reserves the right to request an explanatory note from the employee's physician should an absence extend beyond two (2) consecutive working days due to a non-job-related illness or injury.

When an employee is absent from work for more than ten (10) consecutive working days, management will review the situation to determine if there is a need to fill the position in the individual's absence.

The status of an employee's position and benefits during and at the conclusion of any such extended medical absence will be determined by management and communicated to the employee before or at the time the absence is granted.

MATERNITY LEAVE

Subject to the requirements of the Family and Medical Leave Act of 1993 (FMLA), it is the policy of the Marshall Auto Group to allow maternity leave-without-pay up to twelve (12) weeks with the following provisions:

- The determination of the beginning and closing dates of the employee's absence will be a joint decision between the employee, the employee's attending physician and the employee's supervisor.
- Before commencing maternity leave-without-pay, the employee must use all allowable sick leave and all earned annual leave.
- The employee may return to work within a specified period of time after commencement of maternity leave-without-pay providing that the employee has medical approval. This period of time can be extended upon medical recommendation if approved by the dealership and at its discretion
- If the employee returns to work within the specified time period or as soon as medically approved thereafter, the employee will be reinstated to the position held prior to the leave or a position of equivalent status and pay.
- A medical release from the employee's attending physician is required upon return to work
- If the employee does not return to work within the specified number of days or as soon as medically approved thereafter, the policies governing leave of absence without pay will apply.

FAMILY/MEDICAL LEAVE

In general, an employee who has completed at least twelve (12) months of continuous service with the Marshall Auto Group and performed at least 1,250 hours of service in the prior 12-month period is eligible to receive unpaid family/medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). The following provisions apply with regard to the family/medical leave policy for employees of the Marshall Auto group:

- Family/medical leave may be taken only if it is made necessary due to one of the following reasons:
 - 1) Within twelve (12) months of the birth of a child of the employee in order to care for the child;
 - 2) Within twelve (12) months of the placement of a child with the employee in connection with the adoption or foster care in order to care for the child;
 - 3) A serious health condition of the employee's child, parent, or spouse;
 - 4) A serious health condition of the employee which prevents him or her from performing the essential functions of his or her job.

- In no instance does the federal law require the dealership to grant more than a total of twelve (12) weeks of unpaid leave in any consecutive twelve (12) month period.
- If an employee and his or her spouse both work for the Marshall Auto Group, they would be eligible for a single twelve (12) week period which they can split between them, however, if the need for leave is their own serious health condition or that of their spouse or child, each would be eligible for a total of twelve (12) weeks.
- Any leave granted to an eligible employee under this law because of a serious health condition of a family member may be taken consecutively or intermittently depending on the legitimate needs of the employee. The employee must make a reasonable effort to schedule such leave so as not to disrupt the dealership's business operations.
- Any leave granted due to the birth or adoption of a child must be taken consecutively unless otherwise agreed to by the dealership and must be completed within one (1) year of the adoption or birth.
- During the leave, the employer will maintain the employee's health care coverage under the same conditions as coverage would be provided if the employee were continuously employed during the entire leave period. *Both the employer and the employee will be responsible for payment of their share of the premium during the leave period.*
- Eligible employees must provide reasonable prior notice to the dealership when requesting leave of absence under the law. The dealership may require an employee to provide certification issued by a licensed health care provider in order to ensure the employee meets the eligibility requirements.
- Under FMLA, the dealership may deny reinstatement after a leave to an employee who is among the highest paid 10% of employees if the employer determines and can establish that substantial and grievous economic injury would result from reinstatement at that time

For more information about family/medical leave contact the Accounting Department.

MILITARY LEAVE

It is dealership policy to grant a leave of absence without pay to employees who participate in the U.S. Armed Forces Reserve or National Guard training programs in accordance with the provisions of the Universal Military Training and Service Act.

SOCIAL SECURITY

Social Security provides benefits for employees and their families as specified by law in the event of retirement, hospitalization after age 65 (Medicare), total and permanent disability before age 65, and death at any time.

The dealership matches the amount of Social Security taxes paid by each employee. Contact the local Social Security Office for details.

WORKERS' COMPENSATION

Employees of the Marshall Auto Group are covered by Workers' Compensation insurance which is purchased by the dealership in the state in which it operates. This insurance provides compensation to an employee for lost wages caused by illness, accidental injury, or death suffered in the course of or as a result of his or her employment with the dealership in accordance with the laws of the Commonwealth of Kentucky.

Eligibility

Eligibility for benefits under Workers' Compensation insurance is automatic and effective on date of hire.

Reporting

A report must be filed within twenty-four (24) hours of the onset of illness or injury.

Benefits

Workers' Compensation benefits provide weekly payments based upon a statutorily specified amount of the employee's regular earnings as well as payments for medical and hospital expenses arising out of an occupational illness or injury.

Wage Continuation

In addition to the weekly benefit payments made under Workers' Compensation insurance, the employee will receive from the dealership the difference between the insurance benefit and basic weekly earnings (*for a specified number of days or weeks*) according to the individual's length of service and eligibility for supplementary payments under the dealership wage continuation plan that applies to that individual.

Effect on Continuous Service Date

Any time lost by an employee due to occupational illness or injury covered by Workers' Compensation insurance will be credited as active service for all dealership benefits.

The dealership will comply with all state and federal laws pertaining to Workers' Occupational Diseases and Workers' Compensation.

UNEMPLOYMENT COMPENSATION

Unemployment compensation is another form of insurance which is paid for entirely by the Marshall Auto Group. Unemployment compensation helps employees meet loss of income resulting from unemployment beyond their control by paying certain benefits while they are out of work. This form of protection is in addition to group insurance, Social Security, and Workers' Compensation.

EMPLOYEE PURCHASES

Full-time employees are entitled to certain privileges on items sold by the dealership after completing one (1) month of continuous service. The following guidelines reflect our policy on employee purchases:

New and Used Vehicles

- Employees will be allowed to buy new and used vehicles from the dealership.
- New vehicles may be purchased at factory invoice plus \$100.00.
- Used Vehicle prices may be negotiated with the Used Car Manager on an individual basis.
- This special arrangement will be available to all employees based on availability and model with the understanding that the customer comes first.
- Each employee is limited to the purchase of one (1) vehicle per year
- Any vehicle purchased must be for personal use only (*not for resale*)

Parts and Service

- Employees will be allowed to purchase parts for their personal vehicles at 25% off list price.
- Service on employee's personal vehicle is available at our regular service rate less 10%.

Discounts on vehicles, parts, and service are restricted to employees and their personally owned vehicles. Because of these special arrangements, payroll deductions are not allowed and payment must be made at time of purchase and/or when service is rendered.

Section 4

Transfer of Employment, Separation From Employment, And Leave of Absence

TRANSFER OF EMPLOYEES

Transfer of employees from one department to another or from one location to another for the dealership's convenience may be made to meet dealership requirements. A request for transfer should be made in writing and submitted to the Marshall Auto Group for consideration. A transfer may be made if management determines it is in the best interest of the dealership and employee.

SEPARATION FROM EMPLOYMENT

An employee may be separated from employment voluntarily or involuntarily by retirement, voluntary resignation, lack of work, or termination. Usually, before an employee is terminated, he or she will be told the reason(s). However, if any misconduct warranting discipline is severe enough, the General Manager or the Department Head has the authority to discharge the employee immediately.

The Department Head will advise the Accounting Department immediately of the date and reason for terminating an employee.

All dealership property in the employee's possession must be returned to the Department Head upon separation from employment before the final pay check is released.

VOLUNTARY RESIGNATION

Any employee who voluntarily resigns his or her position with the Marshall Auto Group is expected to provide the dealership with advance written notice of at least two (2) weeks.

If the employee does not provide advance notice as requested, the employee will not be eligible for rehire.

EXIT INTERVIEW

An employee planning to leave the dealership will be asked to participate in an exit interview. In addition to discussing his or her decision to leave the dealership with his or her immediate supervisor, a member of the Accounting Department staff will meet with the employee prior to termination. Discussions concerning the reasons for leaving will assist the dealership in evaluating the effectiveness of its personnel policies and practices. At the time of the exit interview, matters relating to final pay and other personal considerations will be arranged.

PAY AT TIME OF SEPARATION FROM EMPLOYMENT

The dealership will determine if the terminating employee has any outstanding debt owed to the dealership and whether the individual has in his or her possession any uniforms, tools, keys, safety equipment, manuals, vehicles, or other dealership property.

Upon completion of a full accounting of the employee's and the dealership's accounts (*as determined by the dealership*), the final pay check for time worked (*less deductions*) will be issued to the employee on the next regular pay day in accordance with applicable federal and state law.

The dealership will issue a check designated as the final payment for all services rendered. The final check will not reflect any time not actually worked except for an employee separated from employment with the dealership for any reason before he or she has taken part or all of his or her earned vacation. The employee will receive pay for his or her unused vacation time at the time of separation from employment.

Upon resignation or termination, the employee should contact the Accounting Department for possible conversion of group insurance and to address any financial issues.

Any employee terminating employment is expected to return any dealership property in his or her possession.

LEAVE OF ABSENCE

An employee with at least two (2) years of service may ask for a leave of absence without pay from the dealership; however, no employee is guaranteed a leave of absence.

Any request for a leave of absence must be made in writing stating a definitive period of time and must be approved (*in advance*) by the owner(s)/General Manager. If the time period requested is longer than the position can be held open, then the employee will be advised that the job may not be available upon the employee's return to work.

Management may recommend either approval or denial of a leave of absence request based upon business considerations and/or circumstances of the request, (*e.g., staffing needs, employee disability, military obligations, family crisis, unusual circumstances, etc.*).

Due to lack of work, the dealership may require an employee to take an unpaid leave of absence the length of the dealership-initiated leave of absence may vary.

During any approved leave of absence the following provisions apply:

- The employee is responsible for the payment of all insurance premiums for his or her individual coverage and dependent health insurance coverage. This money should be paid to the Marshall Auto Group by the first day of each month that the employee is on an approved leave of absence.
- The employee will retain his or her original employment date (continuous service date) showing no interruption in service.
- The employee will retain his or her membership in the dealership's retirement savings plan up to the amount of time allowed in the plan.
- Credit for paid vacation leave cannot be accrued during an approved leave of absence.
- If an employee accepts other employment, all of his or her benefits with the dealership will be terminated.
- Any leave of absence is without pay.

REDUCTION OF WORKFORCE

In the event that a reduction of the dealership's workforce becomes necessary, employees over and above the number determined by the dealership as needed to perform the available work will be terminated. In determining those employees to be retained, consideration will be given to the quality of each employee's past performance, the need for the position held by the employee and, with all other factors being equal, the length of service of each employee.

If feasible, *but not as a vested right*, employees subject to termination will be given a notice prior to the anticipated termination. Upon such termination, all unused vacation leave will be paid in full and any insurance benefits required to be offered will be brought to the employee's attention.

Section 5

Work Policies and Regulations

CARE OF EQUIPMENT AND FACILITIES

Employees should be concerned with the care and use of dealership-owned equipment and facilities. Employees are expected to follow all operating instructions, safety standards and guidelines. Good housekeeping is also expected of every employee.

If any equipment, machine tool, vehicle, etc. appears to be damaged or defective, or in need of repair, notify your immediate supervisor. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others.

Unsafe, destructive, careless, negligent, or improper use or operation of equipment may result in disciplinary action up to and including termination of employment.

PARKING

Adequate and convenient parking is necessary for our customers. Therefore, it is important that all Marshall Auto Group park in the area designated as employee parking. Employees may park in any space that is not marked reserved. Please cooperate by not blocking any gate, door, or driveway. The dealership assumes no responsibility for an employee's vehicle or the contents of the vehicle while on dealership property.

PERSONAL APPEARANCE/CLOTHING

Personal appearance, proper hygiene, and appropriate attire are important to our work practices. A neat, well-groomed appearance is important to the employee, his/her fellow workers and to our customers. Employees are expected to report to work wearing clean clothing.

Our customers gauge the quality of our dealership by the attention we show to personal appearance and attire. Each employee personally represents the dealership and is required to dress in an appropriate manner.

Dress standards will be established for specific areas/departments with consideration given to factors such as nature of work, safety, nature of the employee's public (*if any*), prevailing practices of other workers in similar jobs, and the preference of higher management.

When an employee's clothing does not comply with established standards, the matter will be discussed with the employee and he/she may be subject to disciplinary action.

The dealership does not object to employees having reasonably long hair (*as defined by management*) if it is groomed. Nor does it object to mustaches and/or beards if they are kept trimmed and do not hinder the employee's performance or safety on the job.

UNIFORMS

Service Technicians, Body Shop, and Parts Department personnel are provided with five (5) sets of uniforms which will be worn at work.

The cost of the uniforms is paid by the dealership; however, the employee is responsible for returning the uniforms to the dealership if they are separated from employment. If the uniforms are not returned, the cost will be deducted from the employee's final paycheck.

Sales personnel, all management personnel and Sales Advisors are required to wear proper business attire. Sales personnel are required to wear the shirts given to them.

SMOKING POLICY

The Marshall Auto Group is dedicated to providing a healthy, comfortable, productive work environment for our employees as well as a healthy, comfortable environment for our customers. This goal can only be achieved through ongoing efforts to protect non-smokers and to help employees adjust to restrictions on smoking. Therefore, smoking is prohibited throughout dealership facilities except in designated smoking areas.

PERSONAL BELONGINGS

The Marshall Auto Group recognizes an employee's desire to display mementoes pertaining to his or her family or other personal items. While the Marshall Auto Group can take no responsibility for the safekeeping of these items, it welcomes its employees to personalize their work area for added comfort or pleasantness. However, several guidelines must be observed. They are as follows:

- **Safety comes first** – No object can interfere with job safety as viewed by dealer management.
- Nothing can be displayed that (*in the opinion of management*) is derogatory to any person or system of beliefs.
- Objects that (*in the opinion of management*) are inappropriate or hinder work efforts will not be allowed and must be removed upon request.

SAFETY EQUIPMENT

Employees will be provided with safety equipment if it is a requirement for a particular job. This equipment will be signed for by the employee and replaced at the employee's

expense if the equipment is lost, damaged, or stolen. Replacement will be provided if the equipment is shown to be defective.

PERSONAL TOOLS

Service Technicians will furnish their own tools to perform job assignments. Any Service Technician who does not have sufficient tools to perform work assigned will be asked by the Service Manager to correct any deficiency. Any employee who fails to do so will be subject to disciplinary action including termination of employment. The dealership discourages employees from lending or borrowing tools.

BREAK ROOM

The dealership provides a break room equipped with a microwave and refrigerator for the convenience of our employees. Employees are encouraged to use the area for their scheduled break and/or lunch period. Employees owe it to fellow employees to keep the area neat and clean. Consumption of food is only allowed in the break room.

ENERGY PRESERVATION AND WASTE PREVENTION

Waste of energy and materials is costly to the dealership and ultimately results in losses which must be paid for by other cost reduction actions. Employees are expected to conserve energy at every opportunity by keeping thermostats in moderate ranges (i.e. 73° in summer and 65° in winter) change filters regularly, drive within posted speed limits, and participate in the dealership's recycling program.

SOLICITATION AND/OR DISTRIBUTION

To prevent disruption of business activities, to minimize distractions for all employees, and to preserve dealership security, solicitation and/or distribution of literature, materials, goods, contest promotions, requests for donations, or any other solicitation and/or distribution is prohibited during working time or in work areas.

SECURITY

All doors, files, desks, gates, and any other equipment with locks must be kept locked securely when not in direct use and at the end of the day. Locks should be checked regularly. Dealership vehicles should be locked at the close of business. Lost keys must be reported to the Used Car Manager or the New Car Manager immediately. Any concerns about security should be directed to the Service Department.

BULLETIN BOARD

The dealership maintains a bulletin board to keep employees informed of current items of general interest. Employees should check the bulletin board regularly. Posting and/or removal of notices must have the approval of the General Manager.

OUTSIDE EMPLOYMENT

The Marshall Auto Group makes every effort to keep its employees as fully employed as possible and at a good rate of pay. When an employee is on the job, this means that 100% of his or her effort is required. If an employee chooses to work outside his or her job and the outside employment competes with what is expected of him or her as an employee of the Marshall Auto Group, opportunities for promotion and advancement with the Marshall Auto Group may be limited by his or her decision.

If management feels that outside employment prevents an employee from fulfilling his or her obligations to the dealership, the employee will be asked to resign from the Marshall Auto Group or leave his or her outside employment.

All management and supervisory personnel are expected to enforce this policy and, by example, refrain from conflicting outside employment.

USING THE TELEPHONE

Each time an employee makes or receives a telephone call, he or she represents the Marshall Auto Group. The manner in which a call is handled determines how the Marshall Auto Group is judged by our customers. We have a limited number of telephone lines at the dealership and it is essential that we keep those lines open for calls pertaining to the Marshall Auto Group business.

Personal use of business or cellular phones during working hours is not permitted. Employees will be required to reimburse the dealership resulting from the personal use of dealership telephones.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities of the Marshall Auto Group, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

PERSONAL MAIL AT THE WORKPLACE

The mail system is reserved for business purposes only. Employees will not be allowed to send or receive personal mail at the workplace.

ALCOHOL

Consumption of, possession of, or being under the influence of alcoholic beverages on dealership property, in the Office, or in any vehicle used for dealership business ***is strictly prohibited***. Any employee who violates this policy will be subject to disciplinary action

including immediate termination of employment. Any employee who reports for work or is at work is subject to blood/alcohol testing to determine the presence of alcohol in the body.

DRUGS

The dealership has in place a substance abuse policy which incorporates the provisions of the Drug-Free Workplace Act of 1988. All employees must abide by all of the terms and conditions of this policy while employed by the Marshall Auto Group. In this regard, employees are required to read the policy and sign a statement acknowledging their understanding of the policy and intent to follow the policy. Any employee who reports for work or who is at work is subject to chemical screening and/or blood/alcohol testing to determine the presence of unauthorized drugs in the body.

The Drug-Free Workplace Policy is described fully in Section 6.

POLICY ON HARASSMENT

Consistent with our policy of equal employment opportunity, harassment in the workplace based on a person's race, sex, religion, national origin, age, or disability will not be tolerated concerning employees or applicants for employment.

One aspect of our policy requiring some clarification is the prohibition of any form of sexual harassment in the workplace. The following describes the type of conduct that is prohibited as well as the complaint provisions to investigate and remedy any problems that may arise.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual or physical conduct of a sexual nature. No employee shall threaten or insinuate, either explicitly or implicitly, that another employee's or applicant's refusal to submit to sexual advances will adversely affect that person's employment, work status evaluation, wages, advancement, assigned duties, or any other condition of employment or career development. Similarly, no employee shall promise, imply or grant any preferential treatment in connection with another employee or applicant engaging in sexual conduct.

Sexual harassment also includes unwelcome sexual flirtations, advances or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe and individual, a display of sexually suggestive objects or pictures in the workplace, sexually explicit or offensive jokes, or physical assault.

Any employee who feels that he or she is a victim of sexual harassment, including but not limited to, any of the conduct listed previously, by any supervisor, management official, other employee, customer, or any other person in connection with employment at the

Marshall Auto Group should bring the matter to the immediate attention of the General Manager.

If that would prove to be uncomfortable, an employee may directly contact any other member of management. Every effort will be made to promptly investigate all allegations of harassment in as confidential manner as possible and appropriate corrective action taken if warranted.

After an investigation, any employee determined to have engaged in sexual harassment in violation of this policy will be subject to appropriate disciplinary action up to and including termination of employment.

Section 6

Drug-Free Workplace Policy

INTRODUCTION

In response to federal requirements for drug-free workplaces, and in keeping with the Marshall Auto Group's concern for the health and safety of its workforce, the following Drug-Free Workplace policy has been instituted.

This policy certifies the dealership's intent to maintain a drug-free workplace. The first section describes the prohibitions of this policy such as the manufacture, distribution, sale, possession or use of a controlled substance in the workplace.

In addition, this policy creates a Drug Awareness Program that provides information on the dangers of workplace drug use to all employees as well as information about available private and community treatment facilities. The last section of this policy lists the disciplinary actions that employees will face for any violation of the Marshall Auto Group's Drug-Free Workplace Policy. Finally, an employee acknowledgement must be signed and dated by each employee who receives/reviews a copy of this policy.

The Drug-Free Workplace Act specifically requires the Marshall Auto Group to notify each employee that, as a condition of employment, each employee must:

- Comply with the dealership's Drug-Free Workplace Policy; and
- Notify the Marshall Auto Group of any conviction for a drug-related offense committed in the workplace within two (2) days of the conviction.

Any employee who violates this dealership policy will be subject to disciplinary action up to and including termination of employment.

PROHIBITIONS

The Marshall Auto Group's Drug-Free Workplace policy prohibits employees from engaging in any of the following activities:

1. Use, possession, manufacture, distribution, dispensation or sale of illegal drugs on dealership premises or dealership business, in dealership-supplied vehicles, or during work hours;
2. Unauthorized use or possession, or any manufacture, distribution, dispensation or sale of controlled substances on dealership premises, while on dealership business or while in dealership-supplied vehicles;

3. Storing in any locker, desk, vehicle or other repository on dealership premises any controlled substance whose use is unauthorized;
4. Being under the influence of a controlled substance on dealership premises or while on dealership business, or while in dealership-supplied vehicles;
5. Any possession, use manufacture, distribution, dispensation, or sale of illegal drugs off dealership premises that adversely effect the individual's work performance, their own or the safety of others at work, or the dealership's regard or reputation in the community;
6. Failure to adhere to the requirements of any drug treatment or counseling program in which the employee is enrolled;
7. Failure to notify the Marshall Auto Group of any conviction under criminal drug statutes for a workplace offense within two (2) days of conviction;
8. Refusal to sign a statement to abide by the Marshall Auto Group's Drug-Free Workplace Policy.

AUTHORIZED USE OF PRESCRIBED MEDICINE

An employee undergoing prescribed medical treatment with any drug which may alter their physical or mental ability must report this treatment to the General Manager who will determine whether a temporary change in the employee's job assignment is warranted during the period of treatment.

DRUG AWARENESS PROGRAM

To assist employees and their families to understand and avoid the perils of drug abuse, the Marshall Auto Group has developed a comprehensive Drug Awareness Program. The dealership uses this program in an educational effort to prevent and eliminate drug abuse that may affect the workplace.

The Drug Awareness Program will inform employees about:

- dangers of drug abuse in the workplace,
- the Marshall Auto Group's Drug-Free Workplace Policy,
- availability of treatment and counseling for employees who voluntarily seek such assistance, and
- disciplinary actions for violations of the Marshall Auto Group's Drug-Free Workplace policy.

Employees of the Marshall Auto Group are our most valuable resource and, for that reason, their health and safety is our number one concern. Any drug use which imperils the health and well being of our employees or threatens our business will not be tolerated. The use of illegal drugs and abuse of other controlled substances on or off duty is inconsistent with the law abiding behavior expected of citizens. Employees who use illegal drugs or abuse other controlled substances on or off duty tend to be less productive, less reliable, and more prone to greater absenteeism. This, in turn, can result in increased costs, delays and risks to Marshall Auto Group's business.

Drug use in the workplace puts the health and safety of the abuser and all other workers around them at increased risk. Employees have the right to work in a drug-free environment. In addition, drug abuse inflicts a terrible toll on the nation's productive resources and the health and well-being of American workers.

Early recognition and treatment of drug abuse is important for successful rehabilitation. Whenever feasible, the Marshall Auto group will assist employees in overcoming drug abuse by providing information on treatment opportunities and programs. However, the decision to seek diagnosis and accept treatment for drug abuse is primarily the individual employee's responsibility.

Employees with drug abuse problems should request assistance from management. The Marshall Auto Group will treat all requests confidentially and will refer the employee to the appropriate treatment and counseling services. Employees who voluntarily request the Marshall Auto Group's assistance in dealing with a drug abuse problem without jeopardizing their continued employment, provided they strictly adhere to the terms of their treatment and counseling program. At a minimum, these terms include the immediate cessation of any use of drugs, and participation, where required by a program, in periodic unannounced testing for a twenty-four (24) month period following enrollment in the program.

Voluntary requests for assistance from employees will not, however, prevent disciplinary action for violation of the Marshall Auto Group's Drug-Free Workplace Policy.

The Marshall Auto Group has instituted a zero tolerance level program. The Marshall Auto Group is committed to maintaining a safe workplace free from the influence of drugs. All employees are hereby notified that the Marshall Auto Group will comply with the requirements of the Drug-Free Workplace Act of 1988, and all applicable regulations issued thereunder, as well as, when applicable, any more stringent rules created by other federal agencies.

The Marshall Auto Group's Drug Awareness Program does not create an employment contract between the employer and employee. Furthermore, the Marshall Auto Group has the sole right to modify the policy and program at any time.

DISCIPLINARY ACTIONS

1. A violation of the Marshall Auto Group's Drug-Free Workplace Policy is subject to disciplinary action, up to and including termination of employment, at the dealership's sole discretion.
2. In addition to any disciplinary action, the dealership may, in its sole discretion, refer the employee to a treatment and counseling program for drug abuse. Employees referred to such a program by the dealership must immediately cease any drug use, may be subject to periodic unannounced testing for a period of twenty-four (24) months, and must comply with all other conditions of the treatment and counseling program. The Marshall Auto Group shall determine

whether and employee it has referred for drug treatment and counseling should be temporarily reassigned to another position for safety reasons.

3. The Marshall Auto Group will promptly terminate any employee who tests positive for drugs while undergoing treatment and counseling for drug abuse.

NOTICE TO ALL PERSONNEL OF DISCIPLINARY POLICY

This is a formal notice of the Marshall Auto Group's intent to take disciplinary action, up to and including termination of employment, against any employee who violates the Marshall Auto Group's Drug-Free Workplace Policy.

The Marshall Auto Group's Drug-Free Workplace Policy prohibits the use, sale, distribution, manufacture or possession of all controlled substances as listed in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812).

Dealership policy also prohibits the performance of work or presence at any dealership building, facility, equipment or work area/site while under the influence of a controlled substance.

Disciplinary Action

1st Offense Suspension for ten (10) working days without pay to immediate termination

2nd Offense Immediate termination

Section 7

Conflicts of Interest

Employees shall avoid outside employment, activities, investments, and other interests that involve obligations which may compete with or be in conflict with the interests of the Marshall Auto Group. A conflict of interest can arise in dealings with anyone that the dealership transacts business; i.e. **customers, owners, buyers, suppliers, banks, insurance companies, and people in other organizations** with whom we contact and make agreements.

Conflicts of interest should be avoided and may include the following examples:

- Working for any group mentioned above for personal gain.
- Engaging in a part-time activity for profit or gain in any field in which the dealership is engaged.
- Borrowing from, or lending money to, individuals representing organizations with whom business dealings are conducted.

PERSONAL CONDUCT

The dealership expects that all of its employees will conduct themselves with the pride and respect associated with their positions, fellow employees, customers and the dealership. Employees should always use good judgment and discretion in carrying out the dealership's business. The highest standards of ethical conduct should always be used by the employees of the Marshall Auto Group.

Improper conduct by and between employees and/or by and between employees and business associates on dealership premises or adversely effecting dealership work will not be tolerated. Any employee demonstrating improper conduct will be subject to disciplinary action including termination of employment.

CONFIDENTIALITY

The Marshall Auto Group is engaged in a business which requires a strict code of confidentiality of information be maintained. No employee will store information outside of the dealership (**either in written or electronic form**) about any matter pertaining to the conduct of the dealership's business. No information regarding the purchase prices of the Marshall Auto Group shall be given to any customer, competitor or vendor. No information regarding selling prices to one customer or vendor shall be given to another customer or vendor.

Do not discuss selling prices of products with vendors. This is delegated to senior management personnel. Likewise, conversations regarding prices, service, problems, gossip, etc. about one vendor to another is only for the discretion of senior management personnel. Lack of discretion in these matters is looked upon as a very serious matter. Any employee failing to abide by this policy will be subject to disciplinary action including immediate termination of employment.

In addition, any employee engaged in or responsible for idle gossip or dissemination of confidential information within the dealership, such as personal information, financial information, etc. will be subject to disciplinary action or possible termination of employment.

BRIBES, KICK-BACKS AND OTHER ILLEGAL PAYMENTS

Bribes, kick-backs and other illegal payments to or from any individual with whom we conduct business (in any form and for any purpose) are prohibited.

Certain types of rebates to the dealership from suppliers (*but not to or from an individual employee*) are legitimate to correct commercial inequity if done within government trade regulations.

ACCEPTING GIFTS

Normally a gift to an individual from an outside source is considered to be the property of the dealership unless management makes an exception. It is the policy of the Marshall Auto Group that no employee shall receive any gift, excessive or unusual entertainment, loan, or other favor (valued in excess of \$25.00) from any outside source (including customers and suppliers) without approval from management. Any employee who fails to abide by this policy will be subject to disciplinary action including immediate termination of employment.

Section 8

Rules To Help Us All

It is the policy of the Marshall Auto Group to expect all employees to abide by certain work rules of general conduct and performance at all times. The regulations governing employee conduct and responsibilities have been established in the best interest of the dealership, its employees and its customers.

Accordingly, a violation of these regulations constitutes misconduct on the part of the employee and appropriate disciplinary action will be initiated. **These rules are guidelines only and are not all inclusive.** Disciplinary action may include, but is not limited to, verbal reprimand, written notice, suspension from work without pay, and immediate termination of employment. Management reserves the right to terminate or discipline any employee as the dealership, at its discretion, considers necessary in individual circumstances.

In the event an employee is suspended from work for disciplinary reasons, benefits will not accrue nor will benefits be recoverable during the suspension period.

EXAMPLES OF MISCONDUCT

The following are only examples of misconduct for which an employee may be subject to discipline and these examples do not constitute a complete list of the circumstances for which discipline will be warranted.

- Falsification of any records pertaining to absence from work, claims pertaining to injuries occurring on dealership premises, claims for any benefits provided by the dealership, communications or records including personnel and production records.
- Giving false fire alarms, or causing false fire alarms to be given, or tampering with protection equipment.
- Restricting output, or persuading others to do so, or promoting, encouraging, agitating, engaging in or supporting suspension of work, slowdowns, or any other interruptions of production.
- Sabotage or subversive activity of any kind.
- Misuse or removal from the premises, without authorization, of any dealership property, or possession of any property removed from the dealership premises without proper authorization.
- Use of the dealership e-mail system to send threatening, harassing, or inappropriate e-mails.

- Use of dealership computers to view web sites determined by management to be inappropriate.
- Bringing, using or having in possession weapons on dealership premises at any time.
- Bringing, using, having in possession, transporting, selling or promoting the use of alcohol, any intoxicant, any narcotic, any barbiturate, any amphetamine, any hallucinogen, or any other stimulating or depressing drug on dealership premises at any time.
- Reporting to work under the influence of or when suffering from a hangover from alcohol, any intoxicant, any narcotic, any barbiturate, any amphetamine, any hallucinogen, or any other stimulating or depressing drug.
- Striking or manhandling another person or fighting while on dealership premises at any time.
- Theft of any property on dealership premises, or theft of dealership property at any time.
- Willful abuse, or deliberate destruction of dealership property, tools or equipment, or of any property on dealership premises at any time.
- Gross insubordination – a willful and deliberate refusal to follow reasonable orders given by a member of management.
- Violation of the dealership's Equal Employment Opportunity Policy or Policy on Harassment.
- Committing an immoral or indecent act while on dealership property regardless of whether the act was committed during the employee's work day.
- Altering any employee time card regardless of whether it is the employee's own timecard or that of another employee.
- Intentionally punching the time card of another employee or having another employee punch his or her time card.
- Punching in more than three (3) minutes prior to the start of the employee's work day or punching out more than three (3) minutes following the conclusion of his or her work day without authorized permission.
- Conviction of any offense by a court of law which in management's judgment would make that employee undesirable for association with the dealership and its other employees.
- Threatening, intimidating, coercing or interfering with any person on dealership premises at any time.
- Sleeping on dealership time.
- Altering, defacing or removing governmental or dealership notices and bulletins that are posted on the dealership bulletin board.
- Gaining unauthorized access to dealership records and files whether they are locked or otherwise.
- Handling or operating machines, tools or equipment which do not come within the employee's authority. Careless or negligent use or operation of dealership equipment.
- Failure to immediately report to management any injury or accident resulting from an on-the-job situation.

- Performing substandard work both in quality and quantity after having been instructed in proper procedure and technique.
- Unauthorized leave from the work area during work schedule exceeding the time allowed for scheduled break or lunch period.
- Unauthorized manufacture of products for personal use (including sale or gifts).
- Unauthorized distribution of literature in the work area or posting on dealership property.
- Distraction of other employees, or causing confusion by unnecessary shouting, catcalls, whistling or demonstration while on dealership property.
- Engaging in horse play, practical jokes, gambling, selling merchandise, solicitation or general loitering while on dealership property.
- Having non-employees on dealership property at any time without authorized permission.
- Using profane language on dealership property which in management's opinion is offensive to visitors and to other employees.

Section 9

Safety

The Marshall Auto Group is committed to the safety of its employees and its property and equipment. To this end, we will utilize a safety program in our daily activities. It is necessary that the dealership establish safety rules and regulations to be observed by all employees at all times.

Any employee who disregards any dealership safety rule and/or regulation is subject to disciplinary action including termination of employment.

With regard to these rules, the following will be considered standard procedure for all employees:

- Should a safety regulation be modified so that an employee's safety is something less than it should be, the employee should inform the General Manager.
- All questions concerning the reason for doing something in a certain manner may be asked of any member of management at any time.
- Employees' decisions should always be guided by the dealership's commitment to safety.
- Should a hazardous situation or condition exist and a decision has to be made on safety or production, safety concerns should always take precedence over production.

It is management's responsibility to see that every employee at the Marshall Auto Group is provided with safe working conditions, all safety regulations are observed and employees use good common sense to protect themselves as well as others. Management will periodically inspect working conditions and may suspend all work activity until an unsafe condition is corrected.

The most important part of safety is **YOU**. It is **your responsibility** to abide by the safety rules – these rules are made for **your protection**. Report any personal injury **IMMEDIATELY**, however minor. Report all dangerous and unsafe practices to the General Manager.

SAFETY RULES

The following is not a complete list of safety rules and these rules are not intended as a substitute for common sense and good judgment.

- Appropriate shoes will be worn when working in the Service Area. We urge employees not to wear tennis shoes.

- Gasoline must be stored in metal safety cans.
- Know where the fire extinguishers are and how to use them.
- Extension cords used with portable electric tools and appliances must be of the three-wire type. Defective cords must be replaced when they become defective.
- Defective materials or tools must be labeled with accident prevention tags. Labeling must be done on the same day on which the defective piece of equipment is discovered.
- Read all Material Safety Data Sheets (MSDS) supplied with hazardous materials and abide by the instructions. Direct any questions to the Department Head.
- If an employee suspects that a material might be harmful to his or her health, he or she should consult with the General Manager.
- Safety goggles or glasses and hearing protection will be provided when necessary by the dealership. Protective devices must be used when grinding, using a cutting torch, welding, sanding, using chisels, handling hazardous materials, operating loud power tools and machinery and working under a vehicle for any reason.
- Wear clothes suited for the job described by your Department Head.
- Practice good housekeeping. Bend knees, Keep back erect. Get help for heavy loads.
- No scuffling or horse play on the job.
- Keep guards and protective devices in place at all times. When guards are removed for repairs, replace in proper order before starting up equipment.
- Use tools only for their intended purpose. Do not use broken or dangerously dull tools.
- Do not attempt to operate special machinery or equipment without permission and instructions.
- Do not repair or adjust machinery while it is operation. Never oil moving parts except on equipment fitted with safeguards for this purpose.
- Never work under vehicles that are supported by jacks or chair hoists without protective blocking in the case of hoist or jack failure.
- Do not disconnect air hoses and compressors until the hose line has been bled.
- Employees must be sure that their actions do not endanger other employees, or damage dealership or personal property.

HAZARDOUS MATERIALS AND WASTES

The Environmental Protection Agency has grouped certain chemicals and chemical groups into categories which have been defined as toxic. This means that in concentrated forms or by accumulating and combining with other chemicals (*even the air*) these chemicals can be hazardous to human health if exposure occurs.

From time to time in the normal course of their jobs, employees may handle materials which have been categorized as hazardous by the standards of the Occupational Safety and Health Act (OSHA) regulations.

Hazardous materials that are received from our suppliers should be accompanied by Material Safety Data Sheets (MSDS) or labels which state the chemical ingredients of the contents, precautions to take, and what to do if exposure occurs.

Employees will be instructed on how to control hazardous wastes and what to do if they are exposed to hazardous wastes.

If any employee suspects that materials or wastes he or she may encounter as an employee are hazardous, he or she should inform the General Manager immediately.

As a dealership, we are committed to not creating or disposing of hazardous wastes which will contaminate the environment. Whenever possible we will choose materials which have been judged as non-hazardous and we will properly dispose of hazardous materials if they are used. Also, we will not knowingly dump any wastes into the environment at any time.

REPORTING INJURIES AND ACCIDENTS

When any accident, injury, or illness occurs while an employee is at work, it must be reported to the Department Head immediately regardless of nature or severity.

The dealership will provide the proper forms for reporting job-related accidents, injuries and illnesses. Any employee failing to report such occurrences is subject to disciplinary action.

In the event of a vehicular accident involving a dealership-owned/leased vehicle or while on dealership business, the employee must report all information immediately to the General Manager and/or the Office. In no instance should responsibility for an accident be expressed to anyone until the proper person in the dealership has been notified and permission to make statements has been obtained.

Section 10

Transportation And Travel Expenses

DEALERSHIP-OWNED/LEASED VEHICLES

All travel in dealership vehicles on other than dealership business must be authorized in advance by the Department Head. This includes vehicles that may be leased by the dealership as well as those vehicles that are owned by the dealership.

The following are specific policies related to dealership-owned/leased vehicles:

- Daily records must be kept for all mileage driven.
- Dealership-owned/leased vehicles will be driven only as needed during working hours.
- Dealership-owned/leased vehicles will be driven only for transportation to and from destinations as specified.
- Dealership-owned/leased vehicles will not be driven for private use unless specific arrangements have been made in advance.
- Only the driver assigned to the vehicle is authorized to sign for gasoline, oil, etc.
- Alcoholic beverages or illegal drugs or chemicals **will not** be allowed in a dealership vehicle at any time.
- No driver who has been drinking alcoholic beverages or is under the influence of drugs or chemicals will be allowed to drive a dealership-owned/leased vehicle.
- No one, other than an authorized dealership employee, is permitted to operate or ride in a dealership-owned/leased vehicle.
- Vehicles must be kept clean (interior and exterior) at all times and thoroughly washed on a regular basis.
- Vehicles must be properly maintained according to the manufacturer's schedule.
- Any employee who misuses a dealership-owned/leased vehicle will be subject to dismissal.
- Any damage to a dealership-owned/leased vehicle caused by employee carelessness, neglect, or misjudgment is the responsibility of the employee. This includes insurance deductibles.

DEMONSTRATOR VEHICLES

Demonstrator vehicles are provided to select members of management. The following provisions apply with regards to demonstrator vehicles:

- Demonstrator vehicles must always be in showroom condition.
- Smoking, eating or drinking is **not allowed** in demonstrator vehicles.

- A demonstrator vehicle must come out of demonstrator service at approximately 4,000 miles.
- In the event of damage, the employee assigned to the vehicle will be responsible for expenses up to \$500.00.
- Used vehicles will not pass the next 10,000 mile increment, i.e. a vehicle with 39,000 miles will be turned in prior to reaching 40,000 miles.

TRAVEL EXPENSES

The dealership will reimburse an employee for some expenses incurred when he or she is attending an automotive class/seminar. The dealership will reimburse the employee for the cost of travel, lodging, meals, or other expenses directly related to completing the class/seminar. Employees are expected to limit expenses to reasonable amounts.

All business travel must be approved in advance by the General Manager.

Travel and/or business expenses submitted for reimbursement must be accompanied by receipts showing names(s), date(s), business discussed, amount(s) and the account to be charged.

Questions concerning the proper procedure for making travel arrangements or reservations, the types and amount of expenses that will be reimbursed, personal travel and traveling with companions, use of credit cards, or the completion of expense reports should be directed to the General Manager.

EXPENSE RECORDS

All expense records must be turned in on a daily basis. An Expense Report form must be properly completed and submitted. Documentation for all expenses is required. Any item that is not accompanied by a receipt will not be approved.

TRAVEL ADVANCES

An advance to cover reasonable anticipated expenses for travel may be provided to an employee after travel has been approved. The employee should submit a written request to the General Manager when an advance is necessary.

Section 11

Employee Concerns

The Marshall Auto Group believes in open communication. If an employee has a suggestion or concern, management wants to know about it. In most cases, an employee will get satisfaction by discussing the matter with his or her department head. However, the dealership realizes that not all complaints will be satisfactorily resolved between an employee and his or her department head.

For complaints which cannot be resolved informally between an employee and his or her department head, the following procedure has been established to ensure a fair and impartial review. All complaints will be given prompt and objective consideration in an atmosphere of mutual assistance.

Time periods specified may be extended at the discretion of the management person reviewing a particular complaint if extenuating circumstances justify a longer period.

This complaint reporting procedure does not apply directly to complaints of harassment which are more specifically discussed in ***Section 5 – Work Policies and Regulations***.

Step 1 The employee must present his or her complaint to his or her department head who will make a thorough inquiry into the facts and circumstances of the complaint and will make every effort to resolve the matter promptly and fairly.

Step 2 If an employee is dissatisfied with the decision of his or her department head, the employee may submit a written report to the General Manager within five (5) working days of receiving the decision of the Department Head.

Regardless of the time limits established, the filing of a complaint will not be accepted after an employee has been terminated from employment.

The Marshall Auto Group

Acknowledge of Receipt and Review and Understanding

Read and Sign Immediately

I acknowledge, understand, and/or agree that:

- The statements contained in the Information Handbook for Employees of the Marshall Auto Group are intended to serve as general information concerning the Marshall Auto Group and its existing policies, procedures, practices of employees and employee benefits.
- Nothing contained in the Information Handbook for Employees of the Marshall Auto Group is intended to create (nor shall be construed as creating) a contract of employment (express or implied) or guarantee employment for a definite or indefinite term.
- From time to time, the Marshall Auto Group may need to clarify, amend and/or supplement the information contained in the Information Handbook for Employees of the Marshall Auto Group and that the dealership will inform me when changes occur.
- A copy of the Information Handbook for Employees will be available for future reference for all employees

Employee's Name Printed _____

Location/Department _____

Employee's Signature _____

Date Signed _____

Authorized Witness _____

The Marshall Auto Group

Drug-Free Workplace Policy Employee Acknowledgement

Read and Sign Immediately

I acknowledge, understand, and/or agree that:

- I have reviewed a copy of the Marshall Auto Group's Drug-Free Workplace Policy (*Section 6 of the Information Handbook for Employees of the Marshall Auto Group*).
- I have carefully and thoroughly read the Marshall Auto Group's Drug-Free Workplace policy (*Section 6 of the Information Handbook for Employees of the Marshall Auto Group*).
- I understand the requirements of the Marshall Auto Group's Drug-Free Workplace Policy (*Section 6 of the Information Handbook for Employees of the Marshall Auto Group*) and agree, without reservation, to follow this policy.

Employee's Name Printed _____

Location/Department _____

Employee's Signature _____

Date Signed _____

Authorized Witness _____

The Marshall Auto Group

Acknowledge of Receipt and Review and Understanding

Read, Sign and Return to the Accounting Department Within Three (3) Days

I acknowledge, understand, and/or agree that:

- The statements contained in the Information Handbook for Employees of the Marshall Auto Group are intended to serve as general information concerning the Marshall Auto Group and its existing policies, procedures, practices of employees and employee benefits.
- Nothing contained in the Information Handbook for Employees of the Marshall Auto Group is intended to create (nor shall be construed as creating) a contract of employment (express or implied) or guarantee employment for a definite or indefinite term.
- From time to time, the Marshall Auto Group may need to clarify, amend and/or supplement the information contained in the Information Handbook for Employees of the Marshall Auto Group and that the dealership will inform me when changes occur.
- A copy of the Information Handbook for Employees will be available for future reference for all employees

Employee's Name Printed _____

Location/Department _____

Employee's Signature _____

Date Signed _____

Authorized Witness _____

The Marshall Auto Group

Drug-Free Workplace Policy Employee Acknowledgement

Read, Sign and Return to the Accounting Department Within Three (3) Days

I acknowledge, understand, and/or agree that:

- I have reviewed a copy of the Marshall Auto Group's Drug-Free Workplace Policy (*Section 6 of the Information Handbook for Employees of the Marshall Auto Group*).
- I have carefully and thoroughly read the Marshall Auto Group's Drug-Free Workplace policy (*Section 6 of the Information Handbook for Employees of the Marshall Auto Group*).
- I understand the requirements of the Marshall Auto Group's Drug-Free Workplace Policy (*Section 6 of the Information Handbook for Employees of the Marshall Auto Group*) and agree, without reservation, to follow this policy.

Employee's Name Printed _____

Location/Department _____

Employee's Signature _____

Date Signed _____

Authorized Witness _____