

Your Company

Employee Handbook

Effective Date: September 2005

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WELCOME

Congratulations and welcome! You have been asked to join our staff because of your abilities, experience and the quality of your past performance. We hope your skills and personality will contribute to our mission — reliable, responsive, professional service.

We have developed this handbook to provide you with answers to questions that frequently arise regarding our basic employment policies. Your first task, as an employee of *Your Company*, is to thoroughly read this handbook, and direct any questions you have to your manager. Keep this handbook for reference. The policies outlined cover all employees of *Your Company*. An online version of this handbook is available on *Your Company's* intranet site. For your convenience at home, it is also available on the internet. Instructions for internet access can be obtained from your manager.

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THE TEAMWORK APPROACH

STANDARDS OF SERVICE

Your Company has set a high standard of behavior which it has a right to expect from its employees. We urge you to assume full responsibility for our reputation in the community. Be uncompromising in your honesty and integrity, and always make sure your personal conduct is the very best it can be. A moment of carelessness or discourtesy may break down good will we have been building for years. Remember, **customers** judge *Your Company* by its employees' conduct, hospitality, enthusiasm and pride.

You are expected to...

1. Obey all laws, follow all policies and procedures, and keep informed of policy and procedural changes. This will insure prompt and accurate service to our **customers**. You should strive to provide quality service and feel good about a job well done.
2. Be courteous and helpful. Make certain everyone you encounter, over the telephone and in person, receives consideration and superior service.
3. Be a good listener. Whether you are dealing with a **customer** or an employee, listen to their point of view. Understand occasional frustration or anger.
4. Ask questions. Ask your supervisor any questions you may have about your job and company guidelines. Ask your **customers** questions that will help you help them.
5. ...

Failure to report to work, contact the employee's supervisor, or a company representative after treatment of injury will lead to disciplinary action.

If an employee cannot report because of extent of injury, (such as being admitted to the hospital, or ordered to bed by the doctor) it shall be the supervisor's responsibility to contact the injured worker at the hospital or at home. If an employee is not released to his/her next regular shift, it will be the supervisor's responsibility to contact Personnel within the workday with the employee's status.

The supervisor shall provide the following information to Personnel:

- Name of attending physician
- Medical status, including any recommendations for light duty
- All accident report forms, including 801 form

Report of Injury

All work related injury or illness shall be reported immediately to the supervisor.

A written accident report of all injuries shall be completed by the employee's supervisor or the supervisor most knowledgeable of the accident.

A supervisor's report will be completed for all injuries or illness, regardless of whether treatment is necessary. An 801 form will be completed for **every** on-the-job injury that results in medical treatment, or whenever an employee requests one.

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Employee Time Loss

An employee who has been excused from work as a result of an injury or illness will be required to report to their supervisor or Personnel on a weekly basis by reporting in the first day of their scheduled work week.

Failure to do so could lead to disciplinary action. ...

GETTING STARTED ON THE JOB

ORIENTATION PERIOD

An orientation period provides both the employee and *Your Company* a time frame within which to determine if *Your Company* is the right environment for the employee, and if the employee is qualified for and suited to the work to be performed. All employees are considered “in training” during the first 90 days of employment. The orientation period may be extended at the discretion of and as required by management. Eligibility for all company benefits will begin the first day of the month following 90 continuous calendar days after the employee is assigned to ongoing employment. If the effective date falls on the first day of the month following the 90 days, benefits will be effective on that day. At the end of the orientation period, your performance will be reviewed. If it is satisfactory, you will be placed in a part-time or full-time position.

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EMPLOYEE CLASSIFICATIONS

All employees are classified either as exempt or non-exempt; orientation period, part-time, full-time, temporary or on-call. These classifications, explained below, are used for salary administration and other personnel matters.

Exempt or Non-Exempt Employee

An employee who holds an executive, administrative or professional position, and who regularly exercises independent judgement and discretion, is classified as “exempt.” Such employees are exempt from overtime and the minimum wage requirements of the Fair Labor Standards Act. In the automotive franchise business, exempt employees also include parts center, flat rate technicians, commission salespeople, and service advisors. Employees who are subject to overtime and minimum wage requirements of the Fair Labor Standards Act are classified as “non-exempt.”

Orientation Period Employee

An employee who has not yet completed his or her orientation period.

Full-Time vs. Part-Time Employee

An employee who is hired for an indefinite duration, has completed the orientation period, and has been assigned to a position within the Company.

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Employees who are provided uniforms, must wear them at all times.

The following are not acceptable in supporting a professional business image: jeans, sweatshirts and sweatpants, running shoes, tights, leggings and facial jewelry are not permitted.

ATTENDANCE AND TARDINESS

We anticipate you'll practice self-imposed responsibility, rather than having it imposed by others. Regardless of the reason, if you aren't with your fellow employees as scheduled, you are loading others down with your responsibility.

If it becomes necessary for you to be absent or late, it is your responsibility to notify your manager at once to explain your situation and when you expect to return for work. Failure to do so is cause for disciplinary action. You are expected to call in as far in advance of starting time as possible **each day** you are scheduled to work. Do not ask a friend or relative to do your calling, except under conditions which make your personal phone call impossible. Management has the discretion to require you to substantiate any absence or late arrival.

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TOBACCO USE

Your Company is committed to minimizing the harmful effects and discomforts that tobacco use may produce in the workplace. We will attempt to accommodate the needs of both tobacco- and non-tobacco-using employees by designating tobacco use areas.

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SOLICITATION

Because *Your Company* would like to minimize work interruptions, we restrict solicitation and distribution of literature during work time and on Company property. "Work time" is defined as, but is not limited to, all time when your duties require you to be engaged in work tasks.

Solicitation includes oral communications for the purpose of selling, campaigning, etc., such as requests for signatures, contributions for charities, support of political

STANDARDS OF CONDUCT

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

Your Company is committed to equal employment opportunity in all of its employment practices. Management and supervisors recruit, employ, train, promote, discipline and terminate employees solely on the basis of individual qualifications and merit, and as is feasible under the standards and policies outlined in this guide and related policies. Decisions involving every aspect of the employment relationship are made without regard to an employee's race, color, creed, religion, sex, age, national origin, marital status, veteran status, or any other status or characteristic protected under applicable state or federal law, unless it is a bonafide occupational requirement necessary to the normal operation of the business. Discrimination or harassment based on any of these factors is inconsistent with our philosophy and will not be tolerated at any time. Those found violating this policy, which insures a discrimination-free work environment, after a thorough investigation of charges, will be disciplined, suspended or terminated.

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IMMIGRATION REFORM AND CONTROL ACT

Your Company complies with the federal 1989 Immigration Reform and Control Act (IRCA) and hires only U.S. citizens and aliens authorized to work in the United States.

The law requires you to submit documents that establish both identity and employment authorization, or produce a receipt showing you have applied for such documents, within three days of your hire. If your documentation has not been provided within 90 days, your employment will be terminated.

POLICY AGAINST HARASSMENT

We are committed to providing a work environment that is free of discrimination. In keeping with this commitment, we maintain a strict policy prohibiting unlawful harassment in any form, i.e. verbal, physical and visual harassment. Such conduct is also prohibited when it affects either an individual's work performance or creates an

intimidating, hostile or offensive work environment. Inappropriate conduct is also prohibited at off-duty employer-sponsored events. Again, those found to have violated these guidelines will incur disciplinary action, which may include termination.

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HARASSMENT

Harassment is a form of misconduct which undermines the integrity of the employment relationship. Specifically forbidden is harassment of a sexual, racial, ethnic, religious, disability or age related nature. No employee should be subjected to unsolicited and unwelcome conduct, either verbal or physical. . Harassment is behavior which is not welcome, is personally offensive, weakens morale, and therefore interferes with our work effectiveness. Such conduct, whether committed by management or non-management personnel, is specifically prohibited.

Sexual harassment may include: offensive sexual flirtations, advances or propositions; verbal abuse of a sexual nature; graphic or degrading verbal comments about an individual or his or her physical appearance; the display of sexually suggestive objects, pictures or printed materials; sexual gestures and innuendos; or any other conduct which has the purpose or effect of creating an offensive work environment.

In addition, no one should imply or threaten that an applicant or employee's "cooperation" of a sexual nature (or refusal) will have any affect on the individual's employment, assignment, compensation, advancement, career development or any other condition of employment. Any such actions will bring prompt and certain disciplinary action, including possible termination.

Racial, ethnic, religious, disability or age harassment may include: derogatory comments about a person's ethnic heritage, racial background, religious beliefs, disabilities or age; the display of objects or printed materials which are degrading to members of particular racial, ethnic, religious or age group, or persons with disabilities; racial, ethnic or religious slurs or name calling; the wearing of insignia supporting racist, religious or ethnic organizations; ...

These types of infractions include, but are not limited to, the following:

- ❑ Unsatisfactory attendance, including excessive or unauthorized absenteeism, tardiness or patterned absences on a reoccurring basis.
- ❑ Failure to anticipate or communicate absences or tardiness in a timely fashion.
- ❑ Wasting or abusing *Your Company's* property or the property of a fellow worker or customer.

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Major Infractions: When we believe a regular employee has committed a serious infraction of our standards, the employee will be subject to immediate suspension or discharge.

These types of infractions include, but are not limited to, the following: ...

BENEFITS AND SHARING SUCCESS

BENEFITS SUMMARY

An employee's benefits package, although not reflected in an individual's paycheck, comprises a sizable percentage of total compensation and is a direct cost to *Your Company*. Once you satisfy certain eligibility requirements, you have the opportunity to participate in the overall program.

Your Company provides group medical and dental insurance. All employees regularly scheduled to work 40 hours or more per week are eligible to enroll on the first day of the month, following the completion of 90 days of continuous service with *Your Company*. The company will contribute monthly toward the individual employee's policy. The employee must pay the balance of the monthly premium. Both your balance and your dependents coverage may be handled through payroll deduction once a month. Your dependents are covered at your expense on the date your coverage becomes effective, if you have enrolled them.

MAJOR BENEFITS SUMMARY

<u>Benefit</u>	<u>Who is Eligible</u>	<u>Eligibility Date</u>
Medical, Dental	Full-time employees	First of month after 90 days
Life Insurance	Full-time employees	First of month after 90 days
Vacation	Full-time employees	1 year anniversary
Holidays	Full-time employees	After 90 days

Note: For detailed information on enrollment, eligibility and covered services, please see your Benefits booklet and/or contact the office manager and/or insurance company.

LIFE INSURANCE

Your Company offers a group term life insurance carried with ABC Insurance Co. All employees regularly scheduled to work 40 hours or more per week are ...

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Employees are not allowed to accumulate vacation pay from year-to-year. Consequently, it is important for employees to take vacation time off during the vacation anniversary year immediately following the year in which it is earned. Vacation time off not taken within this year will be forfeited. We do not want this to happen. Consequently, we encourage you to plan ahead to make the best possible use of your vacation time off.

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SICK LEAVE

Sick leave is defined as time taken off due to illness or injury. The primary purpose of sick leave is to protect the employee against loss of income due to injury or illness. If major illness should occur, all accumulated sick leave will be credited, and then all earned vacation leave. Each full-time employee of *Your Company* shall earn sick leave based on the following:

- Sick leave must be used in increments of 1 hour or more, and proof of illness or injury as supported by a doctor excuse may be required.
- Sick leave may be accumulated annually up to a maximum of 10 working days after one year of continuous employment.
- Upon separation of employment with *Your Company*, except when retirement occurs, an employee shall not be compensated for unused sick leave.

WEATHER CONDITIONS

During times of inclement weather, the employee shall make his/her best effort to arrive at *Your Company* in time for the regular work day. *Your Company* will allow a maximum of one-half hour for late arrival for the employee to be paid for a full work day. Late arrivals in excess of one-half hour will result in the employee being paid for actual hours worked.

ONE LAST WORD

This handbook has presented a brief overview of personnel policies established to help you in your job. It is not intended as a formal or exhaustive statement of an employee's rights and responsibilities, or as a contract of employment. It is simply a summary of *Your Company's* current policies, rules, procedures and benefits. Our past flexibility in making changes in these areas has resulted in continuing improvement in working conditions and benefits for all of our employees over the years. We feel very strongly that we must retain that flexibility to meet future economic challenges.

Accordingly, the management reserves the right to amend, modify and/or eliminate any of these policies, rules, procedures and benefits at its discretion.

Since this handbook is a summary of our basic policies, rules, procedures and benefits, we have attempted to minimize the use of legal and technical language to make each section as simple and understandable as possible. It is up to you to notify us if you have a concern or question about your employment responsibilities.

EMPLOYEE HANDBOOK CONFIRMATION

I acknowledge I have received a copy of the *Your Company*. Employee Handbook which is effective September 2003, and I am covered by this handbook.

I understand the following: That *Your Company* reserves all rights necessary to the efficient and orderly management of its business; the handbook is intended to be a guideline to its practices, **not** a contract; and that it may become necessary for *Your Company* to change this handbook and its policies from time to time as it deems necessary for the management of its business.

I understand and agree that it is my responsibility to read and abide by the policies and rules outlined in this handbook. I recognize my employment and compensation can be terminated with or without notice, at any time, at the discretion of either *Your Company* or myself.

I also understand that no one other than a management team member has any authority to enter into any agreement for employment for any specified period of time; to assure me of any future position, benefits, or terms or conditions of employment; or to make any promises contrary or in addition to this handbook. Any past or future promises contrary or in any way different from this handbook, including my right and the right of *Your Company* to terminate our relationship at our individual discretion must be in writing, signed and dated by a management team member and me.

Employee's Signature _____ **Date** _____

Employee's Name (print name) _____

COPY TO BE KEPT IN EMPLOYEE'S PERSONNEL FILE!