



We Do The Deal!

Employee Handbook



*Serving West Virginia And Virginia For Over 55 Years
At The Following Locations*

127/160 North Frazier Drive
Princeton, West Virginia 24740

27992 Governor G. C. Perry Highway
North Tazewell, Virginia 24651

2850 Clinch Street
Richlands, Virginia 24641

www.rameyautogroup.com

Employee Handbook

Revised September 2016

DISCLAIMER STATEMENT

This handbook has been prepared to help you become familiar with your new employer and to make your transition smooth and effective. **The adoption of this employee handbook is entirely voluntary on the part of the Dealership and shall not be construed as creating a contractual relationship between Ramey Family of Automobile Dealerships and any employee.** It is neither a contract nor an agreement of employment for a definite period of time; rather, it is a summary of Ramey Family of Automobile Dealerships policies, work rules, and benefits you enjoy as an employee.

From time to time, conditions or circumstances may require management to change, amend, or delete some of the policies and benefits contained in this handbook. The provisions and guidelines of this handbook may also be subject to change in accordance with applicable federal or state law. When such changes are made, management, of course, will notify you of the new or revised policy.

The contents of this handbook are presented as a matter of information only. None of the benefits or policies in this handbook are intended by reason of their publication to confer any rights or privileges upon you or to entitle you to remain employed by the Dealership. While we hope that your employment with Ramey Family of Automobile Dealerships will be long-lasting, employees are free to resign at any time, just as the Dealership is free to terminate your employment at any time.

This issue of the employee handbook supersedes all previous issues and any other previously-issued employee policy.

Ramey Family of Automobile Dealerships is an Equal Employment Opportunity Employer.

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RECEIPT FOR EMPLOYEE HANDBOOK

DRUG AND ALCOHOL ACKNOWLEDGEMENT

Welcome

We would like to welcome you to our team! We are proud of our reputation in the area as a leader in the Automotive Industry with good customer relations and strong team work! In order for all of us to prosper, it is necessary that we maintain our high standard of customer service so as to insure continued satisfaction.

We feel that the automobile industry is one of the few remaining industries that can successfully offer an employee numerous rewards and advancement for hard work, dedication to customer satisfaction, and innovative thinking. Your advancement in this business can be rapid, challenging, and rewarding. We stress courteous and efficient service to our customers. This cannot be overemphasized. If you will remember to treat everyone you meet – customers and co-workers alike, in a manner you would like to be treated, you will be filling one of the basic requirements to be a successful employee, and you will find your work personally, as well as financially, rewarding.

We wish to extend our best wishes for a successful career with our organization. We have always believed in an open door philosophy and hope that if you have any questions or suggestions, you will let us know. We are here to provide information and support to you in order to make your employment with us an enjoyable experience.

We know that in order to be successful, teamwork is a critical ingredient. We expect a high quality of work from each employee. In return, we offer a stable, employee-oriented work environment with comprehensive benefits and incentives. Our management team endeavors to be progressive. We are continually striving to increase our sales and improve our service so that your job and ours may be secure for years to come. Your cooperation in abiding by our policies and procedures outlined in this handbook will help us all to achieve these goals.

This employee handbook has been produced to assist you and your family in becoming familiar, and/or updated, on our policies and procedures. We do not intend that any “rule” or “policy” cause an undue hardship for any employee. We set them forth simply to let you know what to expect from Ramey Family of Automobile Dealerships and what will be expected of you.

Please understand that this handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract. Ramey Family of Automobile Dealerships (*also referred to as “the Dealership”*) reserves the right to change or revise policies and procedures whenever such action is warranted.

You are requested to read your handbook carefully and keep it for future reference. If you should have any questions concerning the policies or benefits outlined in this handbook, please ask your manager about them, as they will be glad to help you.

As always, it is a pleasure to welcome new members to the “Ramey Family of Automobile Dealerships family” and extend a heart-felt thanks to those individuals who have helped make Ramey Family of Automobile Dealerships the fine organization it is today. We appreciate the on-going contribution every team member has made.

Sincerely,

Ramey Family of Automobile Dealerships

Employment Policies And Procedures

We welcome you to Ramey Family of Automobile Dealerships and want you to find satisfying employment and share in the rewards of a job well-done. Our management team is pledged to help you in every way.

During the early stages of your employment with us, you will find your supervisors and co-workers alike working more closely with you than at any other time of your employment. Their years of experience will give you a welcomed “head start” with your orientation and job training.

Throughout your career, we will always be interested and involved with you and your employment here. Should you ever wish to leave our employ, or should we desire to sever the employment relationship, we both are free to separate at will. If this is ever necessary, we encourage advanced counseling on our part and a notice of separation on your part, giving us both time to prepare and hopefully prevent any misunderstandings or unfortunate separations.

1.0 Equal Employment Opportunity

It is our policy to provide equal employment opportunity to all qualified persons without regard to race, color, ancestry, sex, religion, age, national origin, genetic information, marital status, pregnancy, physical or mental disability, or past, present, or future service in the Uniformed Services of the United States, or any other basis prohibited by local, state, or federal law. It is the intent of Ramey Family of Automobile Dealerships to treat qualified persons without discrimination in employment practices, such as: advertising, employment, rates of pay or other forms of compensation, benefits, training, upgrade, transfer or demotion, layoff or termination, and all other terms, conditions and privileges of employment. In addition, Ramey Family of Automobile Dealerships expects each employee to provide equal treatment to each other, to the Dealership’s customers, and to the Dealership’s visitors.

If, at any time, you feel you have been treated in a manner that does not reflect our policy on equal employment opportunity, please talk with your immediate supervisor, the General Manager, or any member of management with whom you feel comfortable discussing your concern. An employee can raise concerns or make reports without fear of reprisal. An employee found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

1.1 Employees With Disabilities Or Who Are Pregnant

NONDISCRIMINATION:

Ramey Family of Automobile Dealerships will fully comply with all requirements of the Americans with Disabilities Act as Amended (ADAAA) and the Pregnancy Discrimination Act (PDA).

It is Ramey Family of Automobile Dealerships's policy not to discriminate against qualified individuals with disabilities or who are pregnant and to provide reasonable accommodations as required by law to otherwise qualified applicants with disabilities or pregnancy-related impairments or employees with disabilities in all employment practices, including job application procedures, hiring, advancement, job assignments, leaves of absence, transfers, layoffs, demotions, discipline, discharge, compensation, fringe benefits and job training. Employment opportunities will not be denied to an otherwise qualified applicant or employee because of the need to make a reasonable accommodation to the physical or mental, or pregnancy-related impairment(s) of such individual.

A “disability” with respect to an applicant or employee is: (1) a physical or mental impairment that substantially limits one or more of the major life activities of such individual, (2) a record of such an impairment, or (3) being regarded as having such an impairment.

REASONABLE ACCOMMODATION:

It is the Ramey Family of Automobile Dealerships' intention to hire, employ or promote the best qualified candidate for a job, regardless of whether the individual is disabled or pregnant. When requested by an otherwise qualified applicant or employee with a disability or pregnancy-related impairment to do so, the Dealership is prepared to modify or adjust the job application process or the job or work environment to make “reasonable accommodation” to the known physical or mental limitations of the applicant or employee to enable the applicant or employee to be considered for the position he or she desires, to perform the essential functions of the position in question, or to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated associates without disabilities, unless the accommodation would impose an "undue hardship" on the operation of the Dealership’s business.

Reasonable accommodation may include the following:

- ◆ Modifying an individual employee’s job duties by reassigning, reallocating, or redistributing non-essential, marginal job functions (job restructuring, light duty, etc.).
- ◆ Modifying the employee’s work schedule.
- ◆ Modifying the work flow and/or procedures affecting the employee’s work shift.
- ◆ More frequent or longer breaks.
- ◆ Time off to recover from childbirth.
- ◆ Acquisition or modification of equipment.
- ◆ Temporary transfer to a less strenuous or hazardous position.

REQUEST FOR ACCOMMODATION:

Employees in need of accommodation for workplace accessibility or usability, to perform essential job duties, to participate in Dealership-sponsored programs and activities, or who need alternative accessible formats for Ramey Family of Automobile Dealerships communications, or emergency treatment or emergency evacuation assistance, should make a written request of such needs to the General Manager.

In the written request, the employee with a disability or pregnancy-related impairment should identify the difficulties the employee is experiencing and propose their suggestions for any potential accommodations Ramey Family of Automobile Dealerships might make that would enable them to perform the essential functions of the job. The General Manager will meet with the employee in an “interactive process” to

discuss the employee's suggestions for accommodations to allow the employee to perform the essential functions of the job.

An employee who identifies themselves as having a disability or pregnancy-related impairment and requests reasonable accommodation may be required to provide documentation, including medical records, sufficient to establish the existence of the claimed physical or mental impairment and the need for accommodation. The General Manager may make such a request when the need for an accommodation is not obvious or when otherwise appropriate.

Reasonable accommodation does not negate the requirement of good job performance, successful completion of assigned training, adherence to Ramey Family of Automobile Dealerships work rules, and adherence to supervisory instructions.

ACCOMMODATION TRANSFERS:

An employee who can no longer perform the essential functions of their current position because of a disability or pregnancy-related impairment, with or without accommodation, will be placed on a lateral basis in an existing (or soon to be) vacancy for which they are qualified and can perform the essential job duties, with or without accommodation. Accommodation transfers will be considered before vacancies are made available for other employees or applicants.

If no such vacancy exists, the employee may be placed in an existing (or soon to be) vacancy on successively lower levels for which they are qualified and can perform the essential job functions, with or without accommodation. An employee with a disability or pregnancy-related impairment who is reassigned to a lower graded position as an accommodation will receive the wages of the lower graded position.

Employees in need of an accommodation transfer will be considered for promotional opportunities along with other internal candidates without priority or preference.

SEPARATION OF EMPLOYMENT:

An employee may be terminated if (1) the Dealership is unable to provide reasonable accommodation for the employee in the current job assignment without causing undue hardship to the Dealership; (2) the Dealership is unable to provide reasonable accommodation for the employee in a transfer to a new job assignment without causing undue hardship to the Dealership; or (3) the employee refuses reasonable accommodation in the current job assignment or transfer to a new job assignment.

1.2 Harassment Policy

We expect every person at Ramey Family of Automobile Dealerships to be treated with fairness, respect, and dignity. Accordingly, any form of harassment related to an individual's race, color, sex, religion, national origin, age, pregnancy, or disability, or any other legally-protected basis is a violation of this policy and will be treated as a disciplinary matter.

For these purposes, the term "harassment" includes slurs and any other offensive remarks, jokes, graphic material, or other offensive verbal, written, or physical conduct.

Unwelcome or repeated sexual advances, requests for sexual favors, and any other unwelcome, unbecoming verbal or physical conduct will not be tolerated and is not a condition of employment.

Neither submission to, nor rejection of, such conduct will be used as a basis for employment decisions. Employees who believe they have been subjected to unwelcome sexual advances or conduct are encouraged to inform the perpetrator of the specific behavior that is unwelcome, (preferably at the time of the unwelcome advance), and request the perpetrator to stop.

Examples of harassment include:

- ✦ Unwelcome, deliberate, or repeated unsolicited verbal comments, jokes, epithets, slurs, or stories of a sexual nature;
- ✦ Offensive physical contact, gestures, assault, or any physical interference with work or movement;
- ✦ Offensive graphic communication such as photographs, cartoons, posters, documents (including letters, poems, etc.), drawings;
- ✦ Implicit or explicit unwelcome sexual advances, requests for sexual favors, or repeated unwelcome expressions of sexual interest;
- ✦ Any other behavior of a sexual nature that has the purpose or effect of interfering with an applicant's or an employee's job placements, job performance or job advancement, or creating an intimidating, hostile, or offensive work environment.

Ramey Family of Automobile Dealerships respects the rights of employees to practice the religion of their choice. Harassing conduct directed toward an individual based on their religious beliefs will not be tolerated and will result in disciplinary action. The Dealership will seek to accommodate the religious needs of employees in the workplace, provided that the accommodations do not cause an undue burden on the business operations of the Dealership.

Ramey Family of Automobile Dealerships is committed to maintaining a safe and healthy work environment and takes all appropriate health and safety precautions consistent with current medical knowledge. Accordingly, employees may not refuse to work with, cooperate with, withhold services from, or otherwise harass, intimidate, demean, or isolate a co-worker because of a known or suspected disability or disease.

If employees have any questions about what constitutes harassing behavior, they should ask management.

The Dealership will take all necessary steps to prevent any form of harassment from occurring. This will include training all new hires on the organization's harassment and ethics policies and commitments. All supervisors are informed of this policy and have been instructed as to what constitutes proper and improper behavior. The Dealership is prepared to promptly take steps necessary to enforce this policy.

Violation of this policy by any employee will subject that employee to disciplinary action, possibly including dismissal. If an employee feels that they have been a victim of harassment by a co-worker, member of management, vendor, or visitor of the Dealership, or if an employee becomes aware of such behavior around them, they should contact their supervisor, the General Manager or any member of management with whom they feel comfortable discussing their concern as soon as the problem arises.

Ramey Family of Automobile Dealerships will investigate all complaints and will endeavor to handle these matters expeditiously, confidentially, and in a professional manner so as to protect the offended individual and other individuals providing relevant information. When the situation is fully understood

by management, prompt and appropriate action will be taken. If wrongful harassment is established, the offending party will be subject to disciplinary action, up to and including discharge. There will be no retaliation against anyone for stepping forward with a concern regarding any type of harassment.

1.3 Legal Work Status

The Immigration Reform and Control Act of 1986 requires that all employees hired by Ramey Family of Automobile Dealerships provide documentation proving that they have a legal right to work in the United States.

In compliance with this Act, all job offers extended to successful applicants are made contingent upon the receipt of the required documentation and completion of USCIS Form I-9. The required documentation must be provided within three working days of the date the employee begins work. Only those successful applicants who complete Form I-9 will be permitted to continue working.

1.4 Pre-Employment Procedures

■ Employment Application

All candidates for employment with Ramey Family of Automobile Dealerships must fully complete, date, and sign the Dealership's standard employment application. A resume 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 accepted for employment.

■ Background Checks

Prior to becoming an employee of Ramey Family of Automobile Dealerships, a job-related background check may be conducted. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, and a criminal record check. As appropriate, a credit, and/or driving record history may have also been obtained. In the event that a background check is conducted, Ramey Family of Automobile Dealerships will comply with the Fair Credit Reporting Act and applicable state laws, including providing the job applicant or employee with any required notices and forms. Consistent with these practices, job applicants or employees may be asked to sign certain authorization and release forms. These forms will be maintained in accordance with state and federal law.

■ Driving Record, Certification, And Licenses

Before becoming employed it will be necessary to obtain a history of your driving record for the 12 months preceding employment. Anyone responsible for driving a Dealership vehicle will have their driving record checked annually. If there are excessive violations, or if you have a conviction of driving under the influence, you will not be allowed to drive for the Dealership in any capacity.

A valid drivers' license must be carried at all times while operating any Dealership vehicle.

SALES PERSONNEL TEST CERTIFICATION:

Individuals applying for sales positions at the Dealership must have passed and have a qualifying salesperson's license as dictated by the state of their employment.

▪ **Drug Screening**

All applicants who have been made a conditional offer of employment will be tested for controlled substances. A positive test will result in immediate termination and the offer being withdrawn.

1.5 Ask Your Supervisor

Your immediate supervisor is the person on our management team who is closest to you and your work. Your day-to-day contact with your supervisor gives them a chance to provide guidance and counsel regarding your assignments and progress you make on your job. You will find your supervisor a helpful person. Your supervisor can show you how your work fits into the overall picture, explain the "how's" and "why's," and encourage you.

Your supervisor can answer many questions or at least help in finding the answers. Your supervisor probably started in a job much like yours and can guide you, because they want you to succeed. Get to know your supervisor, and when you need help, turn to this individual.

1.6 Evaluation Period

During an employee's first 90 days of employment, management will spend time with the employee reviewing Ramey Family of Automobile Dealerships policies and procedures. The employee will become more familiar with management and learn more about the Dealership, as well as the opportunities and responsibilities of being an employee. Management's purpose during this initial evaluation period is to orient the employee to the Dealership's way of doing business and to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The Dealership will use this period to evaluate the employee's capabilities, work habits, and overall performance. The employment relationship will be "at-will," and at any time during or after the evaluation period, the relationship may be terminated by either party, with or without cause or advance notice.

Any absence will automatically extend the initial evaluation period by the length of the absence. If the Dealership determines that the designated evaluation period does not allow sufficient time to thoroughly evaluate the employee's performance, the evaluation period may be extended for a specified period.

Upon satisfactory completion of the evaluation period, employees enter into the "regular" employment classification.

During the initial evaluation period, new employees are eligible for those benefits that are required by law, such as Workers' Compensation insurance and Social Security. After becoming regular employees, employees may also be eligible for other Dealership-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefit program for the details on eligibility requirements.

1.7 Employment Classifications

It is the intent of Ramey Family of Automobile Dealerships to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at-will at any time is retained by both the employee and the Dealership.

REGULAR “FULL-TIME EMPLOYEE”:

A regular “full-time employee” is an employee who has completed the evaluation period and works a normal workweek, in accordance with an established schedule of at least 40 hours per week on an annual basis, with overtime hours as required. This employee classification is eligible for all Dealership benefits as eligibility requirements are met.

REGULAR “PART-TIME EMPLOYEE”:

A regular “part-time employee” is an employee with an established schedule of less than 40 hours per week. Part-time employees are ineligible for Dealership-provided benefits except those mandated by federal or state law, such as the Affordable Health Care Act. Under the Affordable Health Care Act, part-time employees working at least 30 hours per week will be eligible for group health insurance.

“TEMPORARY EMPLOYEE”:

A “temporary employee” is an employee who is hired for specified or limited periods during the year to temporarily supplement the workforce. Temporary employees are ineligible for Dealership-provided benefits except those mandated by federal or state law.

Individuals who are at Ramey Family of Automobile Dealerships, but are employed by an employment agency that is contracted by the Dealership, should refer to that agency concerning their benefits. The Dealership will review with you your eligibility for Dealership benefits. Should you have questions concerning any employee benefit, please see management.

1.8 Employment Of Relatives

It is the policy of the Dealership to hire the best-qualified employees available for all jobs. However, it is necessary that judgment be used in the hiring or placement of close relatives of Dealership employees.

The employment of relatives in the same area of an organization may cause serious conflicts and problems due to perceived favoritism affecting employee morale. In addition to claims of partiality in treatment at work, there is the rise of personal conflicts from outside the work environment being carried into day-to-day working relationships.

Although the Dealership has no prohibition against hiring relatives of existing employees, we are committed to monitoring situations in which relatives work in the same area. In case of actual or potential problems, the Dealership will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

In other cases where a conflict or the potential for conflict arises between relatives even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

1.9 Employee Privacy

Ramey Family of Automobile Dealerships respects each employee's right of privacy. The following things will be done to make sure we live by this policy:

- ◆ We will comply with all aspects of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) that governs the collection, maintenance, transmission, use, and disclosure of Private Health Information (PHI).
- ◆ We will maintain separate medical and “general” personnel files and make sure that all information in your records is maintained in a confidential manner.
- ◆ Only those people who have a “need to know” will review your records.
- ◆ We will refuse to release information about you to outside sources for matters such as credit checks, without your written approval. We reserve the right, however, with or without your approval, to verify your employment and to comply with mandatory legal process from the courts and law enforcement agencies or pursuant to any mandatory or required regulatory or governmental regulations.
- ◆ We will require all employees who have access to your records to comply with these policies and practices.

1.10 Our Team Spirit

We realize that our strength and future growth depend directly upon the contribution made by you. We also know that your job satisfaction and happiness result in high productivity and efficiency. Our policy is to be frank, fair, and honest with you always and to respect your rights as an employee. We always strive to achieve mutual respect in our working relationship. To continue working successfully you will soon realize that our harmonious working relationship is not entirely a matter of rules, but it is an outgrowth of daily decisions and cooperative attitudes reflecting our team spirit.

Hours Of Work And Pay

2.0 Your Work Schedule

The official workweek for all employees at Ramey Family of Automobile Dealerships begins at 12:01 a.m. Sunday and ends the following Saturday at midnight. Your particular work hours will depend on your job and the schedule to which you are assigned. Your schedule will inform you of expected arrival and departure hours, as well as your lunch schedules. Due to the nature of our business, schedule changes may happen quickly and without notice. Customer demands or covering for another employee may require additional work hours, including working on regularly-scheduled time off. Should you ever have any question on when you are to be at work, please ask.

From time to time, unforeseen circumstances may affect our hours of operation; i.e., weather. The general rule of operation is: if the Dealership is open, all employees are expected to report for work based on their normal schedule. Any expectations or deviations from this policy will be handled at the time of the occurrence at the discretion of your supervisor.

2.1 Why Time Records Are Important

Due to federal regulations, and in keeping with good business practices, most of Ramey Family of Automobile Dealerships employees are required to record their true and accurate hours of work on a daily basis in order to calculate pay and benefits.

Nonexempt (hourly) employees are required to punch in when they report to work and punch out when they leave the premises. Nonexempt employees should report to work no more than five minutes prior to their scheduled starting time and stay no more than five minutes after their scheduled workday has ended unless approved by a department manager.

The Ramey Family of Automobile Dealerships uses a time clock to determine hours worked. If you are a nonexempt employee, you must punch in when you arrive at work and punch out when you leave. Without the approval of your supervisor, you may punch in no earlier than five minutes before starting time, and you may punch out no later than five minutes after your scheduled workday has ended.

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

It is a violation of the Dealership's policy for one employee to punch another employee's timecard, alter another employee's timecard, or alter their own timecard without permission. If you are uncertain as to your exemption status, see the office manager.

2.2 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 workweek. Everyone is expected to contribute their fair share. Hourly-paid employees will be paid time one and one-half (1-1/2) their regular hourly rate for all hours worked over 40 in a workweek. Overtime pay is based on actual hours worked. Time off for illness, a Dealership-observed holiday, leave of absence, vacation, or any other absence will not be considered time worked for computing overtime.

No overtime work is to be performed without the written authorization of your supervisor. An employee who fails to work scheduled overtime or works overtime without prior authorization from management may be subject to disciplinary action, up to and including termination.

2.3 Wages And Salaries

To attract and retain above average employees, we endeavor to pay wages that are comparable or higher to those paid in our profession and our area. In keeping with this objective, we monitor our pay scales on a regular basis to ensure they are in line with local and regional conditions. We adjust our wage and salary ranges in accordance with the business and general economic conditions.

Your individual job classification and level of compensation are determined by the requirements of your job in such factors as responsibility, skill, training, education, and working conditions. Wage increases are based upon your record of performance on the job and your particular job classification. Specific pay plans will be distributed by the supervisor.

2.4 Your Payday

Depending on your location, employees are paid on a weekly, bi-weekly, or semi-monthly basis. Each paycheck covers wages for the previous payroll period. When regular paydays fall on holidays, special arrangements for earlier distribution of paychecks may be made.

Commission sales personnel and managers will be paid on a monthly basis.

AUTHORIZED CHECK PICKUP:

If you are unable to pick up your check or earnings statement, and wish to have another employee or person claim it for you, you must notify the Dealership and give the Dealership written permission. Also, the person picking up your check must sign acknowledging receipt and present proper identification. If an employee is absent on payday and instructs someone to pick up their paycheck, a note signed by the employee authorizing the person must be provided before the check can be released. The person picking up the paycheck must show proper identification and sign for the check. This policy protects both the employee and the Dealership.

PAYCHECK ERRORS:

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, please tell your supervisor. The necessary steps will be taken to research the problem and to assure that any necessary correction is made. Corrections will be made on the next regularly-scheduled payday.

2.5 Your Payroll Deductions

We are required to deduct from your pay your federal and state (income tax) taxes. These deducted amounts are turned over to the appropriate treasuries, and you are given credit for it on your income tax at the end of the year. The number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate, affects the amount of Federal withholding. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Dealership. Each year you will receive a W-2 showing your total earnings for the year and the amount of taxes withheld.

Social Security and Medicare will be deducted from your paycheck at the rate established by law, as well as other employee-authorized deductions. Any other deductions must be authorized by you, in writing, before they can be deducted through our payroll.

2.6 Dealership Training

Employees are encouraged to continue their formal training through attendance and participation in approved meetings and seminars, especially those factory-sponsored programs that are directly related to Dealership operations, activities, and objectives that will place employees in a position to improve their job performance.

Employees traveling for training at off-site locations will be reimbursed by the Dealership for transportation to and from the location, meals, motel, etc., provided the receipts are turned in to the General Manager.

The Dealership will pay an employee's regular rate of pay while they are in training schools. Sales employees will count the time spent at training schools as hours worked for pay purposes. Employees attending training sessions at the Dealership outside their regular working hours, must record their time.

2.7 Travel/Expense Reporting

All business travel must have the preapproval of the supervisor. Advances to cover reasonable anticipated expenses for travel may be provided to an employee after travel has been approved. Employees are expected to limit expenses to reasonable amounts. Travel and/or business expenses submitted for reimbursement must be accompanied by receipts showing name(s), date(s), business discussed, amount(s) and the account to be charged. Employees should submit receipts as soon as possible.

Questions concerning the proper procedure for making travel arrangements or reservations, the types and amounts 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 Main Office.

2.8 Meal Periods

To assure that all operations are covered during the working day, employees should abide by the meal period established by their supervisor. Employees working five hours or more are provided with one unpaid meal period. The length of the meal period will be discussed with you by your supervisor. Meal periods must be at least 30 minutes in duration.

The supervisor reserves the right to request employees to work through a meal period. Should a supervisor request an employee to return to work before a 30-minute period is taken, it should be noted on the employee's timecard so that their pay can be calculated correctly.

It is important that you leave for lunch on time and return on time as the delay of one employee in checking out or returning can upset the lunch schedules.

BREAKS FOR NURSING MOTHERS:

Employees who are nursing mothers are provided with unpaid breaks as often as needed to express breast milk for the employee's nursing child. A private place (other than the bathroom) which is shielded from view and free from intrusion from co-workers and the public is provided for this purpose. These unpaid breaks for expressing breast milk are in effect for up to one year after the child's birth.

2.9 Inclement Weather Policy

Severe weather conditions can disrupt Dealership operations and interfere with work schedules, as well as endanger employees' wellbeing. If extreme weather conditions require closing the Dealership, you will be notified by your supervisor. If weather or traveling conditions delay or prevent you from reporting to work, you should personally notify your supervisor as soon as possible. If you are delayed or unable to report for work at all due to severe weather conditions, and the Dealership is officially open, you will be expected to use vacation (if available), or take the time off without pay.

Employee Benefits

Our benefits program represents a significant investment to provide you and your family with comprehensive protection and security. It is made possible by the Dealership's success, which is, and will continue to be, the direct result of your efforts and dedication.

By definition, benefits are a gift over and above our regular compensation. They are neither earned nor entitled, but rather they are an extra bonus extended to make employment at Ramey Family of Automobile Dealerships more attractive. You can measure the value of many of your benefits in “dollars and cents” terms by noting what it costs the Dealership to provide these benefits to you.

These benefits are also our way of showing that we care about your personal and professional growth and that we want you to remain with us as a successful, fulfilled employee. We hope you will find the information in this section useful and that it helps you understand the value of your total compensation.

3.0 Paid Vacation

Ramey Family of Automobile Dealerships believes that each regular, full-time employee should have a time of rest and relaxation each year. Vacation with pay is one of the ways we show our appreciation for your length of service and good work.

Vacation leave may be used, at the option of the employee and with approval of the supervisor to provide paid absences for vacation, for medical appointments when sick leave is exhausted, for absences due to adverse weather conditions, or for absences in excess of the credits available for other kinds of leave.

Regular, full-time employees, who have completed the 90-day evaluation period, will earn vacation in accordance with the following schedule:

Length of Continuous Service	Paid Vacation
6 months - 1 year	5 days (40 hours)
After 1 year	10 days (80 hours)

Regular part-time and temporary employees are not eligible for paid vacation.

SCHEDULING VACATION:

We must remember that our customers employ all of us. Therefore, we will be guided by customer demands when we schedule vacation. All vacation time must be prearranged with your supervisor's approval. Your request for vacation must be submitted in writing at least one month in advance. Insofar as possible, your supervisor will honor your request for vacation days preferred. When the vacation request of one employee conflicts with the request of another, vacation is granted to the employee with

the earlier submission date, provided the vacation has been approved. If the submission dates are identical, seniority will be the determining factor.

Management reserves the right to designate when some or all vacation must be taken.

VACATION INCREMENTS:

Vacation time off may be taken one week at a time, as approved by management. Vacation requests of less than one week require the approval of their immediate supervisor or manager. (*Vacation may only be taken in half-days for purposes of FMLA leave.*) Employees on FMLA leave, must use vacation and sick leave concurrently with their available FMLA leave. Unpaid vacation days are not permitted. Vacation must be taken within the 12-month period in which it is earned. For purposes of administering this benefit, the vacation year will be determined by the calendar year.

Vacation leave will not be granted to an employee whose absence from duty is a result of misconduct or discipline.

VACATION PAY:

Vacation will be paid at your applicable base rate or salary, will exclude any special forms of compensation (such as incentives, commissions, bonuses, or shift differentials), and will be paid on the regularly scheduled pay date.

Vacation pay will be given at the time vacation is taken and is not advanced.

Paid vacation time will not be considered as time worked for the purpose of computing overtime.

VACATION CARRY OVER:

Vacation must be taken within the 12-month period in which it is earned as it may not be carried over from one year to the next, and it will not be paid if it is not used.

PAY OF UNUSED VACATION AT SEPARATION OF EMPLOYMENT:

In the event of resignation, and proper notice (preferably two weeks' advance notice) has been given and completed, any earned, unused vacation leave will be paid. Employees who are terminated for cause will forfeit pay for any earned, unused vacation leave. Vacation time may not be used once an employee has given a notice of resignation.

3.1 Paid Holidays

At Ramey Family of Automobile Dealerships, we observe the following holidays for eligible full-time employees and non-sales personnel:

- ◆ New Year's Day (*January 1*)
- ◆ Memorial Day (*last Monday in May*)
- ◆ Independence Day (*July 4*)
- ◆ Labor Day (*first Monday in September*)
- ◆ Thanksgiving Day (*fourth Thursday in November*)
- ◆ Christmas Day (*December 25*)

Part-time and temporary employees are not eligible for holiday pay. The Dealership may require certain departments to remain open on certain holidays. Employees will be notified by their manager or supervisor if the department will remain open and if they are required to report to work.

When a holiday falls on a Saturday, Friday will be observed and when the holiday falls on Sunday, Monday will be observed.

Should any of these holidays occur during an employee's approved vacation, they will be considered as a paid holiday and not vacation time. This day of vacation may be taken at another time as approved by management.

To be eligible for holiday pay, you must be a regular full-time employee on the active payroll for at least 90 days and have worked the last regularly scheduled day before the holiday and the first regularly scheduled working day following the holiday, unless your absence on either of these days has been excused by your supervisor in advance. This work requirement does not apply if the employee is on a scheduled vacation or other approved leave.

Eligible employees will receive holiday pay based on their normal work schedule and pay rate in effect at the time of the holiday and only if the holiday falls on their regularly scheduled workday. If a holiday falls on an employee's regularly-scheduled day off during the week, the holiday will be counted as a day off.

Should an eligible employee have to work on a Dealership-observed holiday, they will receive holiday pay plus wages at their regular rate for all hours worked on the holiday.

Holiday pay for time not worked will not be considered hours worked for purposes of computing overtime.

3.2 Unpaid Sick Leave

The Dealership's ability to serve its customers in a timely and efficient manner is of the utmost importance. Regular attendance and promptness in reporting to work contributes a great deal toward a better team effort and better served customers. Being here in accordance with your schedule is expected and is considered an important factor in overall employee performance.

We recognize that occasionally it may be necessary for employees to be absent from work as a result of illness, or to attend to matters of a personal nature. Ramey Family of Automobile Dealerships provides five days of unpaid sick leave to regular, full-time employees for periods of temporary absence due to illness or injury. Employees may be required to provide a physician's statement of their ability to return to work for any absence due to sick leave if the absence is greater than one day. Employees should call their supervisor as soon as possible to advise them of the use of any sick leave.

Unpaid sick leave will accumulate at the rate of one-half (1/2) day per full month of employment up to a maximum of five days. This will then determine your sick leave for the following calendar year. For example, if an employee begins work on July 1, they shall be allowed three days of unpaid sick leave in the following calendar year. Sick leave may not be accumulated year to year. If sick leave is not used, it will be forfeited.

Employees on FMLA leave must use their sick days concurrently with FMLA leave after vacation leave is used.

3.3 Medical/Dental Appointments

Whenever possible, medical or dental appointments should be scheduled before or after work or, if necessary, at the beginning or end of the business day. Employees, who must take time off from work for such appointments, must take unpaid sick leave or vacation.

3.4 Family And Medical Leaves Of Absence (FMLA)

ESTABLISHING ELIGIBILITY FOR LEAVE:

Employees who have at least 12 months' total service, at the commencement of the leave, who have worked for at least 1250 hours during the preceding 12 months, will be granted a total of up to 12 weeks' unpaid leave in a 12-month period for one or more of the following reasons:

The amount of FMLA leave available to the employee is determined by examining the amount of FMLA leave taken in the preceding 12-month period, measured backward from the date an employee uses any FMLA leave. This is referred to as the "rolling 12-month period" method of calculation.

ESTABLISHING LEAVE ELIGIBILITY:

- A. Because of the birth of a child of the employee and in order to care for the newborn child.
- B. Because of the placement of a child with the employee for adoption or foster care.
- C. In order to care for the employee's spouse, child, or parent who has a serious health condition.
- D. Because of the employee's serious health condition which makes the employee unable to perform the functions of their current position.
- E. Because an immediate family member (spouse, child, or parent) is on active duty or has been notified of an impending call to active duty in the Armed Forces in support of a contingency operation.
- F. In order to care for a "recovering active duty service member" (spouse, child, parent, or nearest blood relative), who is recovering from a serious illness or injury sustained in the line of duty while on active duty that renders the service member medically unfit to perform the duties of their office, grade, rank or rating is entitled to up to 26 weeks of unpaid leave in a single 12-month period to care for the service member. Such leave when combined with other qualifying FMLA leave may not exceed 26 weeks in any 12-month period.

A recovering service member, as in (F) is defined as a member of the Armed Forces who suffered an injury or illness while on active duty that renders the person unable to perform the duties of the person's office, grade, rank, or rating.

APPLICATION FOR LEAVE/ADVANCE NOTICE:

An employee requesting FMLA leave must provide Ramey Family of Automobile Dealerships with at least 30 days advance notice before leave is to begin, if the need for the leave is foreseeable, based on an expected birth, placement for adoption or foster care, call to active duty in the Armed Forces of an

immediate family member, or planned medical treatment for a serious health condition of the employee or of a family member. If 30 days notice is not practicable due to a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

“As soon as practicable” ordinarily would mean at least verbal notification to Ramey Family of Automobile Dealerships within one or two business days of when the need for leave becomes known to the employee, except in extraordinary circumstances.

Leave requests must be in writing and submitted to the supervisor indicating the dates on which the leave will begin and end.

If you fail to give 30 days advance notice for foreseeable leave with no reasonable excuse for the delay, Ramey Family of Automobile Dealerships may deny the taking of leave until at least 30 days after the date you provide notice to the Dealership of the need for the leave.

TREATMENT SCHEDULES:

When planning medical treatment, you should consult with your supervisor and make a reasonable effort to schedule the leave so as not to disrupt unduly the Dealership’s operations, subject to the approval of the health care provider. Employees are ordinarily expected to consult with their supervisor prior to the scheduling of treatment in order to work out a treatment schedule that best suits the needs of both the Dealership and the employee.

MEDICAL CERTIFICATION:

Ramey Family of Automobile Dealerships may require that an employee’s request for leave to care for the employee’s seriously-ill spouse, child, or parent, or due to the employee’s own serious health condition that makes the employee unable to perform the functions of the employee’s position, be supported by a certification issued by the health care provider of the employee or of the employee’s ill family member. The Dealership will give written notice of a requirement for medical certification and will allow 15 calendar days to do so.

In the case of foreseeable leave, an employee who fails to provide timely certification after being requested by the Dealership to furnish such certification (e.g., within 15 calendar days, if practicable) may be denied the taking of leave until the required certification is provided.

If you fail to provide a medical certification within a reasonable time under the pertinent circumstances, Ramey Family of Automobile Dealerships may deny your continuation of leave.

Ramey Family of Automobile Dealerships reserves the right to require the employee requesting FMLA leave for the reason listed in (C), (D), and (F) to provide additional Certifications of Need. Any cost associated with completing the initial form will be the employee’s responsibility; however, any costs associated with additional forms will be paid by the Dealership.

If both spouses are employees of Ramey Family of Automobile Dealerships, they will be entitled to an annual combined total of 12 weeks’ leave for birth, adoption, foster placement, or to care for a seriously ill parent. However, each is still entitled to the difference between the amount of leave they have individually taken for those purposes and the amount of leave (up to 12 weeks) needed for their own, their spouse’s or their child’s serious health condition.

GROUP HEALTHCARE PREMIUMS:

Group health plan benefits will be continued on the same basis as coverage would have been provided if the employee had been continuously employed during the leave period. Therefore, the share of health plan premiums that you had been paying prior to leave must continue to be paid by you during the leave period. If premiums are raised or lowered, you would be required to pay the new premium rates.

While Ramey Family of Automobile Dealerships will continue to maintain health benefits, the Dealership's obligations to maintain health insurance coverage will cease if an employee's premium payment is more than 30 days late. All other employee entitlements would continue.

Ramey Family of Automobile Dealerships may recover your share of any premium payments missed by you for any leave period during which the Dealership maintains health coverage by paying your share after the premium payment is missed. Repayment will not be required if the employee fails to return because of the continuation, recurrence, or onset of a serious health condition, or due to other circumstances beyond the employee's control.

BENEFITS DURING LEAVE:

For purposes of eligibility to participate and/or vesting, the leave period will be treated as continuous service. As during any unpaid leave, crediting of benefits, such as vacation, paid sick time, etc. will cease after 30 days of unpaid absence while on FMLA leave, and will resume upon the return to active employment in an eligible classification.

All accrued paid time off benefits may be required to be exhausted prior to using leave without pay. FMLA will run concurrently with Workers' Compensation benefits and maternity leave.

INTENT TO RETURN TO WORK:

Ramey Family of Automobile Dealerships requires that employees report every two weeks on their status and intent to return to work while on leave.

REINSTATEMENT:

If an employee returns to work from an absence that qualifies for FMLA leave, but that has not been so designated by the Dealership, the employee must notify the Dealership within two work days of returning to work if the employee desires the absence to be counted as FMLA leave.

Generally speaking, employees returning from a Family and Medical Leave of Absence will be reinstated to the position they left, or an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. Before being permitted to return to work an employee returning from a Leave of Absence that has been granted for reason (D) above may be required to submit evidence of fitness to return to their previous duties.

◆ **Key Employee Exceptions:**

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, the Dealership may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health benefits are maintained.

A “key” employee is a salaried “eligible” employee who is among the highest paid 10% of employees within 75 miles of the work site. At the time leave is requested, the employee will be advised regarding “key employee status.”

FAILURE TO RETURN FROM LEAVE OF ABSENCE:

If an employee fails to return to their scheduled work after a FMLA leave of absence, employment will be considered voluntarily terminated as of the first scheduled work day the employee misses following the expiration of their approved FMLA leave. If the employee is covered by the Dealership’s group health insurance, they will become eligible for continuation rights at that time. For more information on these rights, see “COBRA” in this handbook.

When an employee exhausts their 12 weeks of FMLA and is unable to return to work, the employee loses job protection. However, if the employee is a qualified individual with a disability within the meaning of the Americans with Disabilities Act As Amended (ADAAA), the Dealership will consider if reasonable accommodations can be made (barring undue hardship on the business operations) to allow the employee to perform the essential functions of their job. Reasonable accommodation might involve an extension of the time off or an extension of the employee’s reduced work schedule that was in place.

3.5 Maternity-Related Absences

All maternity-related leaves of absences will be handled under the Family and Medical Leave Act. *[Please refer to the Family and Medical Leaves of Absence policy.]*

3.6 Employee’s Return To Work

Ramey Family of Automobile Dealerships will make every effort to bring back to work, an employee who has suffered a compensable injury, illness, or pregnancy-related impairment. The Dealership realizes that employees suffer financially when they are unable to work, and it has been proven that employees recover much faster if they are able to work among their co-workers and remain active. Efforts to bring individuals back to work may include job modification and/or light-duty work.

When considering return to work for an injury or illness, the Dealership may require a physical examination to determine if employees can return safely to work and perform the duties and responsibilities of the job in question, either fully or on a temporary light-duty basis.

Any employee off from work under Workers' Compensation must notify their manager once every two weeks as to their condition and probable date of return to work. On final release from the doctor, for full-or light-duty work, with or without work restrictions, employees must report to work the next scheduled workday after their release.

3.7 Bereavement Policy

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor or the Dealership President immediately. Immediate family is defined as:

- ◆ Spouse
- ◆ Parents/Step-Parents
- ◆ Children/Step-Children
- ◆ Brother/Step-Brother
- ◆ Sister/Step-Sister
- ◆ Parents-in-law
- ◆ Grandparents
- ◆ Grandchildren

Employees will be allowed up to three days with pay for immediate family. Should more than the days allowed in this policy be needed, they may be taken as vacation days.

Employees may, with management approval, request additional unpaid time off if necessary.

At the discretion of the Vice President or President, one day of unpaid leave may be granted for the death of a relative other than an immediate family member.

This leave is for bereavement and managing personal matters associated with the death of a family member and must be taken during bereavement period at time of death.

The Dealership reserves the right to request written verification of an employee's familial relationship to the deceased and their attendance at the funeral service as a condition of bereavement pay.

3.8 Jury Duty

If you receive a summons to serve on a jury, please tell your supervisor as soon as possible so that arrangements can be made for another employee to work in your place in your absence. In order to avoid any severe financial loss to you, the Dealership will continue your pay at your normal pay rate while serving on jury duty. Time spent on jury duty will not be used to calculate overtime pay.

To be eligible for jury duty pay, you must deliver to your supervisor a Release from Jury Duty statement from the Court Clerk, indicating the time served on the jury. This statement is available from the Court Clerk upon request. Failure to turn in this form could result in your not receiving your regular pay.

If you are not scheduled to work on a day on which you serve on jury duty, you will not receive compensation from the Dealership.

Work scheduled for Saturday and Sunday is not usually affected by jury duty. Therefore, you are expected to work your shift barring exceptional circumstances, i.e. a sequestered jury.

When you are on jury duty, you are expected to report back to work on any day in which you are excused early or are not required to report for jury duty. If the Dealership has provided coverage for you during your absence, you are obligated to call your supervisor to determine if you are needed.

3.9 Uniformed Services Leaves Of Absence

A military leave of absence will be granted to employees who are absent from work because of service in the Uniformed Services of the United States, in accordance with the Uniformed Services Employment and Reemployment Act (USERRA) and state law. Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

Employees should inform the Dealership of training or drill schedules as far in advance as possible. The leave will be unpaid.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Reinstated employees will receive full credit for length of service and other rights and benefits determined by length of service that they had at the start of the leave, plus full credit for the period of time spent (up to five years) in the Uniformed Services.

Contact management for more information or questions about military leave.

3.10 Voting

We encourage you to exercise your duty as an American citizen in elections in which you are eligible to vote. Polls are open before and after normal working hours, and you should have ample time to vote. However, if an unforeseen circumstance keeps you from voting, the Dealership will give you time off in accordance with applicable state law to take advantage of this privilege. Employees should contact their supervisor to discuss taking time off to vote.

3.11 Insurance Protection For You And Your Family

Insurance may not seem important to you until you really need to use it. Group health insurance is available to all eligible employees and their dependents. Enrollment eligibility is determined by the number of hours per week an employee is normally scheduled to work. Participation is available to those who meet the minimum work schedule requirements specified by the plan. Coverage will become effective on the first day of the month following 60 days of continuous employment upon request.

The Dealership pays a portion of the health insurance premium of individual coverage with the employee being responsible for the remaining portion. Employees wishing to include coverage for their eligible dependents may do so by indicating this choice on the group health insurance enrollment form. Premium payment for employee and eligible dependent coverage may be employee-authorized and paid through payroll deduction.

A separate handbook is provided and outlines the details of these health plans. Please refer to these booklets or see management if you have any questions.

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

3.12 COBRA

COBRA is part of a federal law enacted in 1986 requiring certain employers to offer employees and their families an opportunity for the temporary extension of health coverage under certain instances where coverage under the plan would otherwise end. At the time a new employee becomes eligible for health care coverage through Ramey Family of Automobile Dealerships, that employee will be provided literature notifying them and their families of their rights under COBRA. This should be read carefully, both by the employee and their family, and retained for future reference.

If an employee's hours are reduced, or an employee is terminated for any reason other than gross misconduct, and this reduction of hours results in loss of health care coverage, that employee and their family will be provided literature notifying them of their right to elect coverage under COBRA. If elected by the employee or the employee's dependents, coverage will continue for a period of time specified by the law at the expense of the employee or the employee's dependents.

In order that Ramey Family of Automobile Dealerships may comply with this law, we require that the employee notify the Dealership of any change in status. Specifically, those changes are:

- ◆ Employee's change of address
- ◆ Change of address of spouse or dependent
- ◆ Birth or death of a dependent
- ◆ Death of a spouse
- ◆ Divorce or legal separation from a spouse
- ◆ Medicare eligibility for employee, spouse, or dependent child
- ◆ The child stops being eligible for coverage under the plan as a “dependent child”

Any questions regarding COBRA continuation coverage should be addressed to the Office Manager.

3.13 Workers' Compensation Insurance

Workers' Compensation insurance coverage is provided for all employees from the day they start work. The Dealership pays the full cost of this protection. This insurance covers employees who are injured on the job, or who suffer a job-related illness. Benefits include income replacement for a portion of lost wages, hospital and medical expenses, compensation for total or partial permanent disability and death benefits.

If you are injured on the job, you are required to report immediately to your supervisor or the Office Manager, who will complete an accident report and see that you get medical attention, if required. All injuries require that an accident report be completed, regardless of the severity of the injury. Failure to report an injury in a timely manner may result in denial of any claim for Workers' Compensation benefits, including payment of medical expenses.

Every employee is required to maintain contact and regularly report to management during the period of time they are away from work as a result of an injury which occurred on the job and each employee is encouraged to return to work as soon as they are released or permitted by their treating physician to do so.

If an employee is injured on-the-job, the Dealership will return the injured employee to modified or alternative work as soon after an injury as possible. If after eight weeks it is determined that the employee cannot return to full duties, then this modified duty will end and the employee will be placed off work, and back on Workers' Compensation.

An employee injured at work may be entitled to receive both time off under the Family and Medical Leave Act and compensation benefits under the Workers' Compensation system. In those instances in which both the Family and Medical Leave Act and Workers' Compensation apply, Ramey Family of Automobile Dealerships will follow the guidelines and extend the benefits to the employee required under both statutory schemes.

3.14 Social Security Benefits And Payments

Federal Social Security provides a variety of benefits, including retirement income, health benefits, death benefits, and monthly income payments for certain dependent survivors of covered employees. A percentage of your gross earnings is deducted as your contribution for this protection. Normally, you will be eligible to receive a monthly income from Social Security when you reach retirement age, or become disabled.

3.15 Unemployment Insurance

Ramey Family of Automobile Dealerships pays a percentage of its payroll to the Unemployment Commission Fund, according to the Dealership's employment history. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. Unemployment compensation provides temporary income for workers who have lost their jobs. To be eligible, you must have earned a certain amount and be willing and able to work. Ramey Family of Automobile Dealerships pays the entire cost of this insurance.

3.16 Employee Discounts

VEHICLE PURCHASES:

Employees may purchase vehicles for themselves, their spouse, or a child living in the employee's home at discount prices. Please, see the General Manager for current discount information.

Employee pricing is a benefit, intended for the use of employee family vehicles only – this is not for a “friends and neighbors” benefit. Misuse or abuse of this employee benefit will result in loss of the purchase benefit.

Under no circumstances may an employee sell their personal vehicle off the Dealership lot in a retail situation. Employees may include their vehicle in the wholesale auctions that are regularly held at each Dealership.

The Dealership reserves the right to change discounts from time to time.

PARTS AND SERVICE DISCOUNTS:

Employees may purchase parts and service for their personal vehicles at cost plus 10%. Written repair orders are required. Payment is by cash or major credit card. Discounts on parts and service are restricted to employees, their spouse, or a child living in the employee's home for their personally-owned vehicles.

◆ Parts and Service:

- ◆ Employees will be allowed to purchase parts for their personal vehicles at cost plus 10%.
- ◆ Service on employees' personal vehicles is available at our regular retail 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 allowed with the prior written approval from the Office Manager or Credit Manager and payment may be made

at time of purchase and/or when service is rendered or through payroll deduction on the employee's written authorization.

No employee may work on their own personal vehicle or that of an eligible family member without completing a repair order to be entered into the Dealership's service computer system. All such work must be completed during normal business hours. A discount will apply as set forth above for eligible employees and their family. This type of work should not interfere with a customer's work and should be pre-approved by the Service Manager.

3.17 Benefits Summary

Ramey Family of Automobile Dealerships reserves the right to amend or terminate any of its benefit programs, or to require or increase employee premium contributions toward any benefits, at its discretion. This reserved right may be exercised in the absence of financial necessity. Whenever an amendment is made to any of Ramey Family of Automobile Dealerships's benefits programs, management will notify plan participants of all approved amendments or plan terminations, in accordance with the requirements of applicable Federal law.

If information in this handbook and our summary plan descriptions contradicts information in these master contracts or master plan documents, the master contracts/documents shall govern in all cases. For more complete information regarding any of our benefits programs, please contact management.

Employee Responsibilities

4.0 What Ramey Family of Automobile Dealerships Expects From You

Along with the advantages and opportunities offered by Ramey Family of Automobile Dealerships go certain responsibilities -- obligations that you will want to meet. Your primary and most important responsibility, of course, is to do a good job on the work assigned to you. Your supervisor is primarily responsible for your shift's performance; respect their experience, listen to instructions carefully, and carry them out promptly to the best of your ability.

In addition to following instructions, doing a good job requires you to think for yourself -- to ask questions and make constructive suggestions, to set goals for yourself, and to work toward these goals. It also requires that you be a team player -- willing to work together with your co-workers in a spirit of cooperation and harmony.

Doing a good job also implies certain obligations on your part, such as using good judgment, being prompt and regular in attendance, and being loyal and committed to the Dealership -- its people and its services.

4.1 Quality

It is our policy to promote "quality" as a means of achieving optimum cost effectiveness. Ramey Family of Automobile Dealerships management is responsible for defining, implementing, and maintaining objectives pertaining to key elements of quality. Our intent is to provide the direction, knowledge, and tools necessary for all Ramey Family of Automobile Dealerships employees to understand the underlying principles of problem prevention and continuous improvement.

Customers demand and depend on quality, making a reputation for quality a necessity. Such a reputation cannot be the result of a casual attitude toward your work. We must plan and think quality in our daily work. Efficiency and quality of even the smallest task must not be neglected.

All employees are expected to play a part in building our reputation for quality in service and workmanship and must assume their responsibility for the successful attainment of our objectives.

4.2 Salesmanship

No matter what your job happens to be, or in which department you work, every person at Ramey Family of Automobile Dealerships is a salesperson.

The first thing you sell is yourself. Make your selling job easier by examining your strengths and weaknesses, and by making needed improvements. Present yourself to everyone as a desirable product and your chances of success will dramatically improve.

Remember -- nothing happens until a car is sold or a work order is written. Make it your goal to daily sell our customers on the idea that Ramey Family of Automobile Dealerships is the best place to do business.

4.3 Business Manners

Each time one person buys something — either a product or service — from another person they leave with a definite impression of the seller. The impression may be good, bad or indifferent. But regardless of which one, it will influence their decision on where to buy the product or service in the future.

What are some of the factors that create this customer impression? Mostly, they are small things: the way in which a customer is greeted, the enthusiasm and interest in their requirements, a "thank you" for their business. Other items that mold the customer's impression include the appearance and cleanliness of the business place and the quality of the merchandise or service offered.

If all these factors are favorable, the customer gets a good impression of the seller and this establishment and they become a regular patron. Also, they usually recommend the business to friends and associates. If only some of the factors are favorable, their impression may be close to indifference. In this case, they may not return in the future and they probably won't be much of a booster for the business. Finally, if the customer feels the whole transaction was unsatisfactory, they won't return; and worse, they will tell their friends not to patronize the business because of the way customers are treated there.

The fact that customers do talk to their friends and associates about the treatment they receive at various businesses is reason enough for us to want to make a good impression on every customer. Word-of-mouth advertising is the most rewarding and inexpensive form of advertising a firm can get.

Reduced to its simplest form, the whole concept of our customer relations program is basically a matter of our attitude toward customers. Once the right attitude is developed, improved customer relations are a reality.

Developing the right attitude isn't hard. The main customer relations function is simply to be pleasant to customers — to smile, say "hello" or "thank you". In other words, all that is needed is to meet each customer with the friendliness one person normally expresses toward another.

At Ramey Family of Automobile Dealerships, good customer relations are everybody's job.

4.4 Customer Satisfaction

Satisfying our customers is the most important thing we do. It keeps us in business. The customer is the reason for our existence and is totally responsible for our success. Today, all manufacturers are interested in customer satisfaction and it has become one of the most important measurements of a Dealership. We must all remember that we are employed to satisfy the customer and it is our responsibility to satisfy our customers' needs. As long as we continue to satisfy our customers' wants and needs, we will succeed. Our customers are, and must remain, #1.

Failure to maintain a level of customer satisfaction deemed appropriate by the Dealership or manufacturer could be grounds for termination.

4.5 Community Relations

We recognize that our Dealership is an important factor in the community in which it operates and that we have a responsibility to cooperate with local government organizations interested in the welfare of the community. It is our hope that all our employees accept this responsibility and that they take part in

discussions and activities designed to solve community problems in the best interest of the community, our personnel, and our Dealership.

Our record of good citizenship is important to us, and we appreciate your efforts to build good friendships for our Dealership.

Because you represent our Dealership, the community's impression of you will often be their impression of the entire organization. In your relations with others, whether they are customers or your working employees, you should always be courteous, tactful, and fair. This will not only add to the efficiency of the organization, but it will enhance your own happiness and satisfaction.

Many of us have a tendency to become careless and indifferent when dealing with people other than on a face-to-face basis, such as telephone communications or letter writing. Most of the time, this is unintentional. Thus, we hope that by making you aware of the problem, it will prompt you to make every effort to deal with others in a professional manner. The idea of treating others, as you would want to be treated yourself is always a good rule to follow. Bearing all this in mind will help you improve your relationships with the customers, the community, as well as with your fellow employees.

4.6 Business Ethics And Practices

The Dealership is committed to maintaining the highest legal, ethical, and moral standards in the conduct of our business. The commitment applies without exception to all our activities as we sell and deliver products and services to customers, fulfill contractual obligations and other agreements, authorize and account for the use of Dealership assets, and carry out our obligations to shareholders, the public, and employees. The Dealership respects the privacy of employees when not at work. However, employees are expected to behave so as to be a positive reflection on the Dealership and what it stands for.

- **Compliance With Applicable Laws And Regulations**

It is the Dealership's policy to comply fully with the spirit and the letter of all laws and regulations governing its operations.

Any violation of any law, regulation or other regulatory requirement applicable to the Dealership's operations or applicable to any transaction to which the Dealership is a party, whether committed by a Dealership officer, director or employee, or anyone else of which any employee gains actual knowledge, must be promptly reported to the employee's immediate supervisor.

Any officer, director or employee who is convicted of any violation of any local, state or federal criminal law concerning or affecting the Dealership's performance will be dismissed from employment with Ramey Family of Automobile Dealerships.

- **Lawful Confidential Information Provision**

During the course of your employment, you may become aware of trade secrets and similarly protected proprietary and confidential information about the Dealership. You must not disclose any such information to anyone outside of the Dealership. "Confidential Information" is defined as certain written and oral financial and technical information; customer, vendor and supplier information, actual and potential customer lists and contacts; business plans, work in progress and other proprietary data relating to the Dealership, its business, operations, affiliates, customers, vendors or suppliers, considered by the Dealership to be confidential and proprietary information that constitute a trade secret; analysis, compilations, computer or electronic data, including software

programs and source code owned by or in the possession of the Dealership; technical or non-technical data, designs, devices, documents, diagrams, drawings, file layouts, files, financial data, financial plans, financial statements, formulas, functional specifications, ideas, implementations work plans, information or material generated or used in the operations of development activities of the Dealership; inventions and patents reasonable related to the Dealership's business; and manuals, marketing and business plans, methods, notebooks, price lists, printouts, processes, product plans, presentations, programs, proposals, records, reports, research and development, statistics, technical bulletins, techniques, templates, and terms and conditions of the Dealership's contracts and test data.

Employees will not be held criminally or civilly liable for the disclosure of a trade secret or other confidential information that is made (1) to a government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, employees who file a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

- **Conflicts Of Interest**

Employees must avoid conflicts of interest. You have a conflict of interest if you place yourself in a position where your private interests may have an adverse effect on your motivation or the proper performance of your job, or when your action results in direct or indirect detriment to the Ramey Family of Automobile Dealerships or our customers.

Use of Dealership funds for improper purposes and dishonest practices is absolutely forbidden. You are required to disqualify yourself from exerting influence in any transaction where your own interest may conflict with the interests of the Dealership or where you may gain any financial benefit. Report in writing to your supervisor any financial interest you or any member of your family may have with any individual or party doing business with Ramey Family of Automobile Dealerships.

In the event you are concerned whether or not a particular situation may constitute a conflict of interest, you should submit the information to your supervisor in writing, for review, and if appropriate, authorization.

Employees are not to engage in activities that are in competition with Ramey Family of Automobile Dealerships.

- **Consumer Credit Transactions**

Ramey Family of Automobile Dealerships is required to comply with The Fair and Accurate Credit Transactions Act of 2003 (FACTA). This law is intended primarily to help consumers fight the growing trend of identity theft by defining the accuracy of Consumer Credit Report information, consumer privacy, limitations of information sharing, and other new consumer rights.

It is the policy of Ramey Family of Automobile Dealerships to comply with FACTA by maintaining a high standard of consumer confidentiality regarding financial records. Ramey Family of Automobile Dealerships will strive to maintain a high level of integrity concerning the consumer's information and is dedicated to furnishing only accurate information to Credit Reporting Agencies. The Dealership will take the proper actions in providing the required credit notice and score to the

consumer as well as other notifications of identity theft, less favorable terms, and providing negative information to a Credit Reporting Agency. Furthermore, the Dealership will ensure compliance with all aspects of FACTA to include proper procedures for red flag guidelines, sharing of information with affiliates, proper disposal of consumer information, and truncation of debit/credit card numbers.

■ **Authority To Enter Contracts**

No employee other than an officer duly authorized by the General Manager or Dealership President, has authority to enter a contract on behalf of the Dealership. Employees should, therefore, incur no unauthorized expense on the part of the Dealership.

■ **Kickbacks And Rebates**

Employees are prohibited from soliciting or accepting kickbacks, gratuities, rebates or any form of improper payments either directly or indirectly. This not only includes cash payments, but any other services or things of value that may be intended to influence the actions of any employee of the Dealership or perceived by others to have influenced any such employee.

■ **Gifts Or Gratuities**

Employees, or members of their immediate families, are prohibited from accepting cash, gifts, favors, special accommodations, or use of property or facilities from anyone doing business with this Dealership that may be construed as payment or an obligation to do business with that individual or Dealership. The acceptance of a gift under these circumstances is grounds for dismissal. Where there is doubt on the appropriateness of such an offering, the employee will either decline it or discuss the matter with the General Manager.

■ **Holding Other Jobs**

We at Ramey Family of Automobile Dealerships appreciate the ability, energies, and loyalty you bring to your job. In fairness to fellow workers and to us, employees are not permitted to hold employment with another organization, or have an interest in any business which may, in any way, result in a conflict of interest, or which would adversely affect their employment here. This includes buying and selling vehicles in private transactions or working on our customers' vehicles on your own time to supplement your income. However, this does not prohibit the occasional sale of one's personal vehicle. Employees may not hold other jobs while out on a leave of absence. Should employees wish to involve themselves with work which cannot be described by the above stipulation, they are free to do so, provided it is not done on Dealership time and will not interfere with their performance as an employee at Ramey Family of Automobile Dealerships. All employment that is in addition in to employment with the Dealership must be approved by the Dealership President upon written request.

4.7 Use Of The Telephone

TELEPHONE:

The telephone is an important public relations tool for the Dealership. Telephone contacts warrant special consideration since the person calling cannot see to whom they are speaking. They can only draw their impression from the employee's voice and manner. Employees should be alert, pleasant, natural, distinct, and expressive.

Employees should answer promptly – at the first ring, if at all possible. Prompt answering helps build a reputation of efficiency. Employees should be friendly and give the caller their undivided attention. If the caller waits on the line, a “thank you for waiting” is a must when the employee returns to the line. Employees should always remember their “thank you’s” and “I’m sorry’s.” Hang up gently. Employees should use the caller’s name in the conversation and give them individual consideration. Take time to be helpful.

PERSONAL PHONE CALLS:

Please keep your personal telephone calls to a minimum by requesting your relatives and friends to call you at home, whenever possible. Our telephone lines are a vital link with our customers, and we ask your help in keeping them open by exercising discretion in how you use our telephones. Personal long distance calls are not permitted.

If it is necessary to make a personal long-distance call while at work, employees may do so by calling collect, by using their personal telephone credit card, or by charging the call to their home. Management checks all phone bills for unnecessary or personal calls. Disciplinary action, up to and including termination, will result if the telephone abuse continues.

CUSTOMER PHONE CALLS:

Should a customer wish to use the telephone, please direct them to the most convenient location and assist them in obtaining an outside line.

TELEPHONE MONITORING:

During the course of ordinary business, members of the management, or their designee, may listen in on customer service lines to ensure employees are being respectful and responsible to customers, or for other legitimate business purposes. Business calls may also be monitored for training purposes to critique customer service skills and provide feedback for job performance, as needed. As a condition of employment, employees are being informed that they may be monitored at any time during business calls without notification.

If at any time during the monitoring process a personal call is identified, the monitoring will immediately be suspended. However, a continuous excessive level of non-business related phone calls is a basis for disciplinary action.

4.8 Cellular Phones And Smart Phones

Cell phones (to include smart phones) provide an added convenience to individuals and businesses. Personal cell phones are allowed in the workplace, but employees should exercise discretion in their use of cell phones. **Cell phones should be kept in purses or pockets while employee is clocked in on Dealership time. Therefore, any personally-owned cell phones or other electronic communication devices should be limited to OFF-duty hours.** As a courtesy to other employees, all cell phones and other electronic devices should be kept on silent or vibrate if necessary to bring these devices onto Dealership premises. Please use your morning and afternoon break and lunch periods to view and return calls.

Employees in customer contact positions are expected to answer and respond to all calls to their cell phone from managers, supervisors, or customers.

Cell phones should not be used during customer contact, while operating a vehicle, or while otherwise engaged in work-related activities.

This policy applies to all categories of employees, whether full-time, part-time, or temporary. On management's judgment, excessive personal use or other violations of this policy will be grounds for disciplinary action, up to and including termination.

TEXTING AND TALKING ON HAND-HELD CELL PHONES WHILE DRIVING:

Of increasing concern to Ramey Family of Automobile Dealerships is the danger of distracted driving. Recent deadly crashes involving drivers distracted by talking and texting while driving highlight a growing danger on our roads. Therefore, Ramey Family of Automobile Dealerships will not tolerate texting or talking on a hand-held phone while operating a Dealership vehicle or customer vehicle or while using a Dealership-issued cell phone while operating a personal vehicle. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, reading or responding to emails and text messages.

- ✦ Turn cell phones off or put on silent or vibrate before starting the car.
- ✦ Pull over to a safe place if a call must be made or received while on the road.
- ✦ Consider modifying voice mail greeting to indicate that you are unavailable to answer calls or return messages while driving.
- ✦ Inform clients, associates and business partners of this policy as an explanation of why calls may not be returned immediately.

Ramey Family of Automobile Dealerships is concerned about the safety of its employees. It is our goal that if we lead by example, the practice of no texting or talking on hand-held cell phones while behind the wheel will spread throughout the community. Violations of this policy will lead to disciplinary action, up to and including termination.

4.9 Computers, Email, Voice Mail, And The Internet

The following policy governs the use of all Dealership-owned computers, email and voice mail systems, and the Internet access via Dealership computers and/or data lines.

DEALERSHIP PROPERTY:

All Dealership computers, email and voice mail facilities and Internet access accounts are the Dealership's property to be used solely to facilitate the business of the Dealership. In addition, all software that has been installed on Dealership computers, and any data collected, downloaded, and/or created on Dealership computers, is the exclusive property of the Ramey Family of Automobile Dealerships and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of the Dealership. Upon separation of employment, no employee shall remove any software or data from Dealership-owned computers.

PROPER USE:

Employees are strictly prohibited from using Dealership computers, email and voice mail systems, and Internet access accounts for personal reasons or for any improper purpose. Some specific examples of prohibited uses include but are not limited to:

- ✦ Transmitting, retrieving, downloading or storing messages or images that are offensive, derogatory, off-color, sexual in content or otherwise inappropriate in a business environment.
- ✦ Making threatening or harassing statements to another employee, vendor, customer, or other outside party.
- ✦ Transmitting, retrieving, downloading or storing messages or images relating to race, religion, color, sex, national origin, citizenship status, age, handicap, disability, sexual orientation or any other status protected under federal, state and local laws.
- ✦ Sending or receiving confidential or copyrighted materials without prior authorization.
- ✦ Soliciting personal business opportunities or personal advertising.
- ✦ Gambling of any kind, monitoring sports scores or playing electronic games.
- ✦ Day trading or otherwise purchasing or selling stocks, bonds or other securities or transmitting, retrieving, downloading or storing messages or images related to the purchase or sale of stocks, bonds or other securities.

MONITORING:

Employees should expect that all information created, transmitted, downloaded, received, or stored in Dealership computers may be accessed by the Dealership at any time without prior notice. Employees should not assume that they have an expectation of privacy or confidentiality in such messages or information (whether or not the information is password protected) or that deleted messages are necessarily removed from the system.

SYSTEM INTEGRITY:

Because outside disks may contain viruses, employees are not permitted to use personal disks or copies of software or data in any form on any Dealership computer without first (1) obtaining specific authorization from the Office Manager or System Administrator, and (2) scanning the data for viruses. Any employee who introduces a virus into the Dealership's system via use of personal software or data shall be deemed guilty of gross negligence and/or willful misconduct and will be held responsible for the consequences, including the cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the internet onto the Dealership's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the Dealership's system.

ENFORCEMENT:

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the Dealership's computer system through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information or who distribute harassing messages or information may additionally be subject to criminal prosecution and/or substantial civil money damages.

4.10 Social Media

“Social media” is the term commonly given to websites and online tools that allow users to interact with each other in some way - by sharing information, opinions, knowledge and interests. As the name implies, social media involves the building of communities or networks, encouraging participation and engagement.

Employees are expected to conduct themselves in a professional manner that reflects their allegiance to and respect for our customers. The use of sound and ethical judgment is expected at all times. Employees are asked to demonstrate positive attitudes, common courtesy, and respect for customers.

Generally, what employees do on their own time is their own affair. However, employees should consider the impact such activities may have on their job performance or upon the Dealership’s business interests. Employees should be aware that their actions captured via images, posts, or comments can reflect on our Dealership.

Violation of this policy or policies within other sections of this handbook may be handled in accordance with progressive disciplinary actions.

- ◆ Personal blogs should have clear disclaimers that the views expressed by the author in the blog are the author’s alone and do not represent the views of the Dealership. Be clear and write in first person. Make your writing clear that you are speaking for yourself and not on behalf of the Dealership.
- ◆ Information published on your blog(s) should comply with the Dealership’s confidentiality and disclosure of proprietary data policies. This also applies to comments posted on other blogs, forums, and social networking sites.
- ◆ Be respectful to the customers, partners, and competitors.
- ◆ Social media activities should not interfere with work commitments.
- ◆ Your online presence reflects on the Dealership. Be aware that your actions captured via images, posts, or comments can reflect that of our Dealership.
- ◆ Do not reference or cite Dealership clients, partners, or customers without their express consent. In all cases, do not publish any information regarding a customer.
- ◆ Respect all copyright and other intellectual property laws. For our protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including our own copyrights, trademarks, and brands.
- ◆ If you have images contained on social networking sites that could be unfavorably viewed by our customers, please take necessary precautions to restrict these images from the public domain.

This policy is not intended to restrict an employee’s right to discuss working conditions and other work-related information with co-workers. The Dealership wants to ensure that its customers and vendors are not defamed or injured through use of blogs and social networking sites.

Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Consult with your manager if you are uncertain.

4.11 Petty Cash Expenditures

Only approved expenditures for Ramey Family of Automobile Dealerships will be reimbursed upon presenting a bona fide receipt. Reasonable out-of-town expenses will be paid when on Dealership business. Do not, under any circumstances, make personal purchases and charge them to the Dealership. Other purchases of Dealership supplies and materials must be authorized by a purchase order. The purchase order must include a description of the item, date, stock or identification number, purchase amount, and the name of the person requesting the purchase. In addition, small purchases i.e. gas, office supplies, etc., should be authorized by management and paid by a Dealership credit card.

4.12 Attendance And Punctuality Policy

To maintain a productive work force, Ramey Family of Automobile Dealerships expects employees to be reliable and punctual in reporting for work. When you cannot avoid being late to work, must be away from work for part of the day, or are unable to work as scheduled due to unexpected illnesses or other unavoidable reasons, you must personally notify your department manager as soon as possible prior to your normal reporting time.

If you need to leave work for any reason; you must personally notify your department manager. Failure to call in or report to work for two consecutive days will be considered a voluntary resignation. Absences will be monitored by your supervisor and the Office Manager.

Poor attendance and excessive tardiness are disruptive: continual or excessive absences or tardiness may subject you to disciplinary action up to and including dismissal.

Family and medical leave of absence, military leave absences, jury duty leave absences, bereavement leave absences and court appearances as a witness will not be counted against an employee's attendance record, and will not affect performance evaluations.

4.13 Personal Appearance And Conduct

PERSONAL CONDUCT:

Employees are expected to conduct themselves in a professional manner that reflects their allegiance to and respect for the Dealership, their co-workers, and our customers. The use of sound and ethical judgment is expected at all times. Employees are asked to demonstrate positive attitudes, common courtesy, and respect for their fellow employees and customers and to approach their work environment and job requirements with pride and consideration for the professional standards set forth by the Dealership.

PERSONAL APPEARANCE:

As with any Dealership in the business of serving the public, Ramey Family of Automobile Dealerships is vitally aware of the importance of the professional appearance and conduct of its employees. Each one of us is at all times a direct representative of the Dealership and our product lines. Therefore, the attention we give our personal dress, grooming, appearance, and attitude is as important to our business's success as the quality of goods and services we provide.

To help you achieve the standards of appearance and conduct the Dealership considers appropriate for the business environment, we have established the following guidelines. These directives are by no means complete and any questions concerning them and your ability to meet our requirements should be directed to your manager. Failure to comply with these standards may result in disciplinary action.

◆ **Clothing:**

- ◆ All employees are expected to report to work in garments that are clean and in good condition.
- ◆ The style of clothing must be suitable for business or working conditions. No extreme fashion trends or clothing that would present a safety risk are allowed.
- ◆ If your job requires customer contact, athletic, leisure, or social wear is not acceptable, as is other overly casual clothes.
- ◆ Revealing or suggestive clothing is not allowed. This includes strapless dresses or blouses; sundresses; “spaghetti” straps; see-through materials; mini-skirts; low-cut dresses or blouses; no tops that do not meet the pants (midriff not to be exposed); or any garment deemed to be excessively tight. Sleeveless shirts, suits, or dresses are acceptable provided the neckline of the outfit is appropriate for business i.e., no severe V-necks or plunging necklines, “cropped” tops, tank or tube style tops are not permitted.
- ◆ Skirt and split-skirt lengths must be reasonable – no more than two-to-three inches above the knee. Mini or short skirts are not appropriate.
- ◆ New and used car sales personnel, Finance and Insurance, Service Advisors, technicians, Parts and lot personnel will be advised by their manager what their designated code of dress will be, i.e. color and style of logo shirts, tee-shirts, uniforms, and outer wear. Employees should wear shirt tails tucked inside their slacks.

◆ **Uniforms:**

Ramey Family of Automobile Dealerships provides uniforms for some job positions as a means of identification, professionalism, and to preserve the employee's personal wardrobe. Uniforms are to be maintained and worn at all times.

The Dealership and the employee on an equal basis share in the cost of uniforms. Employees will be responsible for the cleaning and maintenance of uniforms. Uniforms remain the property of the Dealership and must be returned to the Dealership upon termination.

◆ **Shoes:**

Footwear appropriate to your work area is required. For office or administrative positions, street footwear is required. Beach shoes are prohibited from all areas.

Employees in the Service Department may be required to wear steel-toed or such other protective footwear for safety reasons. Employees will be responsible for the full cost of shoes.

◆ **Jewelry/Accessories:**

Jewelry and other accessories may be worn in work areas where safety risks are minimal. For the protection of the employees in our Service Department and Body Shop, all jewelry is prohibited.

In other areas where jewelry and accessories are allowed, the style must be suitable for the business environment. Novelty, faddish, or eveningwear ornamentation is discouraged. Heavy chains worn around necks or as wallet accessories are not permissible.

While we understand that earrings and various other body piercings are a matter of personal choice, it is our desire to present a professional image at all times. Therefore, eyebrow, nose, tongue or other such piercings and/or rings will not be permitted. Females may wear no more than three earrings in each ear.

Employees working in direct customer contact positions or in areas highly visible to our customers will be asked to keep any visible tattoos covered while at work or on Dealership business.

◆ **Personal Hygiene:**

Please observe general standards of cleanliness and personal hygiene. Remember that you will be in close contact with customers and we do not want to offend them. Perfume, cologne, and aftershave, if worn, should be worn in moderation, as some persons are allergic to these products.

Employees are asked to keep their hair neatly groomed and to avoid extremes in hairstyles and hair color, especially if employed in areas highly visible to customer or in direct contact with customers.

Beards and mustaches must be neatly trimmed and groomed.

Any employee who is considered by management to be inappropriately dressed or groomed will be sent home to make necessary adjustments. Such time off will be without pay.

4.14 Technician Personal Tools

Service technicians will furnish their own tools to perform job assignments. Any technician who does not have sufficient tools to perform work assigned will be asked by management to correct any deficiency. Any technician who fails to do so will be subject to disciplinary action up to and including termination. The Dealership discourages employees from lending or borrowing tools. Any such lending of tools is done at the technician's own risk.

4.15 Safety

The prevention of accidents and maintenance of safe working conditions is the shared responsibility of the Dealership and our employees. Ramey Family of Automobile Dealerships complies with all requirements of federal, state, and local safety regulations to ensure a safe work environment. Your supervisor will provide you with information on Dealership safety rules and requirements. You are expected to cooperate by familiarizing yourself with and obeying all safety rules and regulations.

All employees working around potentially dangerous equipment or hazardous materials must use appropriate safety and personal protection equipment. Check with your supervisor if you have any questions about the safety and personal protection equipment you should use.

Certain safety and personal protection equipment will be provided by the Dealership. Safety equipment which cannot be shared or which must conform to individual specifications, i.e., prescription safety glasses, steel tipped shoes, etc., are the responsibility of the individual who will use it.

In addition, all job functions shall be conducted in a safe and healthful manner. Health and safety meetings and/or training will be provided from time to time. Attendance is a mandatory job responsibility of all applicable employees.

Employees will be subject to disciplinary actions, up to and including termination for any of the following activities:

- ◆ Failure to comply with applicable health and safety requirements,
- ◆ Unsafe or unhealthful unauthorized activities; i.e., horseplay,
- ◆ Bringing a weapon onto Dealership property (to the extent that such discipline is permitted by state law).

■ **Environmental Compliance Policy**

The Dealership is committed to conducting our business in an environmentally sound manner. All of our employees are required to be familiar with environmental laws and regulations relevant to their employment responsibilities and to comply with them.

In addition to other reasons for discipline and termination, employees will be subject to disciplinary actions, up to and including termination for violating any environmental law or regulation. Below are a few of the environmental-related policies that employees should be aware of and comply with:

Hazardous Materials Management Policy, Emissions Inspection and Tampering Policy, CFC Recycling Policy, Tank Management Policy, and Waste Water Management Policy

■ **Reporting On-The-Job Injuries**

We want our Dealership to be a safe place for you to work. You can help us do the job. Accidents are serious to you and your family in that they reduce your earnings and cause physical discomfort. They are serious to the Dealership because skill is lost in not having you available to work. You will be helping yourself, your family and your Dealership if you will follow every safety precaution and avoid taking unnecessary risks in your work.

Reporting of on-the-job injuries to your supervisor should be done immediately and certainly before the end of the work shift in which the injury occurs. The Dealership will provide the proper forms for reporting job-related accidents, injuries and illnesses. Failure to report an accident or injury can result in disciplinary action, possibly including dismissal, and could lead to loss of benefits.

■ **Customers Injured On Our Premises**

If a customer incurs a minor injury on our premises, they should be taken by a member of management to the doctor or hospital of their choice. If the customer appears to be seriously injured, do not attempt to move them. Call an ambulance to take the customer to a medical facility. Any

employee who witnesses the accident should immediately report it to management who will report all details to the General Manager. A written record of the incident should be made by the business office at that time.

■ **Securing Premises And Property (Nights And Weekends)**

The physical security of the Dealership as well as the safety of our employees is important. All Dealership property that can be secured with a lock, i.e., equipment, doors, files, desks and gates, should be locked when not in use. At the end of each day, all locks should be secured.

Dealership vehicles and customer vehicles in for service should be locked. Report lost keys to your manager. Your supervisor will instruct you regarding specific security procedures pertaining to your position.

Designated employees will be given keys for various Dealership operations. Responsibility for keys is a serious assignment. These keys are not to be loaned to anyone, nor should duplicates be made. If a key is lost or stolen, the General Manager should be notified immediately.

Service Department, Parts Department, Body Shop, Business Office, and Sales personnel will secure their respective departments each evening at closing time. Security will consist of the following:

- ◆ All Dealership vehicles secured.
- ◆ All customer vehicles secured.
- ◆ All new units locked.
- ◆ All used units locked.
- ◆ All service vehicles secured.

Keys for all the above vehicles will be placed in the specified area provided for them. In addition:

- ◆ The lights should be turned off.
- ◆ Air compressors shut off.
- ◆ Heaters turned down.
- ◆ Exhaust system turned off.
- ◆ Body and paint shop properly locked.
- ◆ Windows and doors secured.

■ **Security**

Maintaining the security of Ramey Family of Automobile Dealerships is every employee's responsibility. Develop habits that insure security as a matter of course. For example:

- ◆ Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise. Know the nearest exit for your work area so you can leave quickly and calmly in case of an emergency.
- ◆ Make sure that side doors are locked and secured except when receiving Dealership merchandise.
- ◆ Take reasonable care to insure the security of all Dealership keys.
- ◆ When you are the last to leave Dealership premises make sure that all entrances are properly locked and secured, and that the security alarm is set.

- **On-Premises Speed**

Traffic conditions on our lots have the potential for accidents if caution is not exercised. When driving any vehicle on Dealership property, you should not exceed 10 mph. Violators will be subject to disciplinary action.

- **Good Housekeeping**

From the Sales Department through the Service and Parts Department to the Office, Ramey Family of Automobile Dealerships maintains high-quality standards. Good housekeeping is an important part of those high standards. Good housekeeping is everyone's business.

We are doing our part to keep the Dealership clean. The floors are vacuumed and the wastebaskets are emptied. Still, we need your help. **We ask that you do your part to keep the premises clean.** Please maintain your work area in a neat and orderly fashion.

Please use litter receptacles and help us pick up, clean up, and straighten up. Your cooperation will be appreciated and you will make a positive impression on our customers.

4.16 Dealership Property And Vehicles

- **Use Of Dealership Equipment And Vehicles**

The Dealership has a large investment in equipment and machinery, physical facilities, and inventory. Your cooperation in the care and use of Dealership property is necessary in order to maintain it in good repair. Since the primary purpose of all Dealership property and equipment is to generate business for the Dealership which will result in income for the employees, it is clear that neglect or abuse of Dealership property and equipment cannot be permitted. If any equipment, facility, or other Dealership property appears to you to be defective, please notify your supervisor immediately so that repair or replacement can be made.

If the Dealership feels there is reasonable cause, you may be asked to allow a search to be conducted of your locker, tool box, desk, packages, vehicles, etc., while on Dealership property. You have no right to expect privacy while on Dealership property. Refusal to cooperate may be grounds for disciplinary action.

Certain employees have the use of Dealership vehicles. While using Dealership vehicles, employees also assume certain responsibilities. Employees driving vehicles must drive safely and abide by all government regulations (i.e. mandatory seatbelt usage and posted speed limits). The insurance carried by the Dealership on Dealership vehicles has a deductible amount and, in case of damage to a vehicle, this deductible amount is not covered by the Dealership insurance. Any time an employee is using a Dealership or customer vehicle, they may be responsible for paying toward the deductible amount necessary to repair any damage caused to the vehicle. Employees who allow any individual (other than a potential customer considering a purchase from the Dealership) to drive or ride in a Dealership vehicle will be disciplined, up to and including termination.

In order to be relieved of the responsibility of paying the deductible amount for damages caused to a vehicle while operated by a customer, the employee must have the customer verify that the damage occurred while in the customer's possession or control. Whenever a designated employee permits a customer to use a Dealership vehicle, it is the employee's responsibility to inspect the vehicle upon its return and immediately report any change to their supervisor.

Specifically, the following individuals are authorized to drive Dealership-owned vehicles and the Department Manager should ensure compliance of these provisions:

- ◆ Employee to whom the vehicle is assigned;
- ◆ Other employees only in connection with Dealership business;

Bona fide customers or car prospects, when authorized by a department head; (under aged individuals or anyone whom you think may not be a responsible or safe driver should be absolutely, but politely, refused the use of a Dealership-owned automobile.) Any customer who drives one of our vehicles must have a salesperson with them, unless approved by management.

The following is a list of some of the individuals who are not authorized to drive Dealership-owned vehicles:

- ◆ Anyone, regardless of age, not having a valid driver's license;
- ◆ Children and members of the employee's family;
- ◆ Friends, relatives, acquaintances, and other persons who are not bona fide customers or prospects of the Dealership;
- ◆ Under-aged drivers; and
- ◆ Those individuals whom you suspect to have, or to your knowledge have, a bad driving record.

Also, no hitchhikers, friends, or any other person may ride in a Dealership car while the employee is using the car on Dealership business. Breach of this rule would be a serious violation of our insurance requirements.

■ **Demonstrators**

For purposes of displaying the Dealership products and having available vehicles that customers may test drive, some employees may be eligible to drive a demonstrator vehicle. You may drive a demonstrator vehicle only if: (1) you are eligible based upon the Dealership's policy; and (2) you have signed a Demonstrator Agreement. Use of the demonstrator must be in strict compliance with the Demonstrator policy. The Dealership reserves the right to end your use of a demonstrator, or to change the terms of use or eligibility for use, or to change the type of demonstrator, at any time. *[Please refer to the Demonstrator policy for additional information.]*

■ **Test Drives**

A salesperson must always accompany a customer on a test drive of a new or used vehicle. Prior to taking the test drive, the customer's driver license must be photocopied and retained at the Dealership. A demonstration plate must always be placed on the vehicle before taking it off the lot.

■ **Use Of Dealer Tags**

Dealer tags are purchased for the purpose of transporting Dealership-owned vehicles on Dealership business. There are specific state laws regarding the proper and improper use of dealer tags by

automotive dealers. It is the policy of the Dealership that all employees follow all laws, rules, and guidelines regarding dealer tags and their proper use.

Employees who use Dealership-owned dealer tags for any purpose or in any manner which is contrary to the laws, rules and guidelines of the Department of Motor Vehicles for proper dealer tag use will be disciplined, up to and including termination.

Personnel who are issued dealer plates are solely responsible for them and will comply as follows:

- ◆ Will pay any parking tickets booked to their specific plate number.
- ◆ In the event of loss, will report time, date, and plate number to the Dealer and police within 24 hours.
- ◆ Are responsible for cost of replacing dealer plate or plates if lost.
- ◆ Will not lend dealer plates to anyone.
- ◆ Will not use dealer plates for any reason on any privately-owned vehicle.
- ◆ Will be responsible for the current insurance deductible of damages for the cost of repairing any damage to the vehicle they are driving.
- ◆ Will be charged through a payroll deduction, a use fee as set by management for the personal use of the vehicle.

Non-compliance of any of the above-mentioned can be cause for immediate dismissal.

■ **Motor Vehicle Driving Record**

Employees may be expected to drive Dealership vehicles, and must provide the Dealership with current and acceptable motor vehicle driving record information. Employment and/or work assignment will be conditional pending the receipt of a satisfactory report from the appropriate state Department of Motor Vehicles. Employee candidates, who do not have a current valid driver's license, will be required to secure this license before commencing employment.

Insurance industry requirements for loss control are becoming more stringent every day. Specifically, it is difficult to justify any employee, who may in the regular course of business drive a Dealership or customer vehicle if the employee has a poor driving record. Our insurance carrier defines unacceptable risk as:

Any employee with a DUI conviction or reckless driving conviction within the past four years, or, who has three moving violations in the immediate past three years.

Applicants, whose driving records classify them as unacceptable risks, will not be given hiring consideration. Current employees, whose driving records classify them as unacceptable risks, may have driving privileges restricted or suspended, or may be discharged for an adverse driving record, which is considered an unacceptable risk.

■ **What To Do In Case Of A Vehicle Accident**

Insurance is provided by our insurance carrier. Should you be involved in an accident while on Dealership business or in a Dealership vehicle, you are required to call the police and have a police

report made of the accident. All pertinent information should be secured and brought to the Main Office. Under no circumstances should liability be admitted, or payment of any kind be made to any persons or Dealership. Fill out the forms to the best of your ability, as neatly as possible, for action by our insurance carrier.

IMPORTANT: In case of an accident that involves bodily injury or death of another person, a telephone call must be made immediately to our office or to the appropriate person after office hours.

All drivers are required to report all accidents, personal injury, or arrests and fines at the end of each trip. Any employee who is driving while on Dealership business must have in their possession a valid driver's license and proof of insurance.

■ **Tickets, Traffic, Parking Violations**

Because safe and courteous use of motor vehicles is a reasonable expectation of the Dealership, you are personally responsible for any parking or moving violations that you receive while operating a Dealership or customer vehicle. Failure to immediately pay any ticket which results in court action against the Dealership could result in disciplinary action, up to and including termination, in adherence with state law.

4.17 Demonstrator Policy

Some employees may be provided with the use of a Dealership-owned vehicle. If you are provided with the use of a Dealership-owned vehicle, Ramey Family of Automobile Dealerships will include the use of the vehicle as income in a pay period and taxes will be withheld accordingly.

The following statement outlines the Dealership's policy regarding use of demonstrators. It is our intention to strictly enforce this policy.

RAMEY FAMILY OF AUTOMOBILE DEALERSHIPS DEMONSTRATOR POLICY STATEMENT:

Ramey Family of Automobile Dealerships agrees to furnish a vehicle for demonstrator purposes to certain designated employees under the following terms and conditions:

- ◆ The demonstrator must be available for demonstration by all employees of the Dealership during the business hours of the Dealership.
- ◆ The demonstrator is subject to sale at any time without regard to the inconvenience this may present to the employee.
- ◆ The employee must accept the automobile model selected by the Dealership for business reasons, rather than the one the employee prefers to drive. The vehicle shall be a make of automobile sold by the Dealership.
- ◆ The employee shall store the automobile at their home during evenings and off hours and be responsible for reasonable security precautions as well as striving for high visibility of the automobile in order to help advertise the Dealership's product. No personal use of the demonstrator shall be permitted, unless approved in advance by the Dealer, except for any incidental personal benefit accruing to the employee relating to transporting the vehicle to and from the employee's home for storing, security and high visibility of the

product. The demonstrator must not be driven outside the normal selling area of the Dealership and the employee is prohibited from using the vehicle for vacation trips.

- ✦ The employee shall not store personal possessions in the demonstrator at any time.
- ✦ The employee assumes responsibility for paying any taxes imposed upon them as a result of personal use of the demonstrator.
- ✦ The employee will be liable for any collision damage up to the amount of the insurance deductible on the demonstrator assigned to them.
- ✦ The employee, as well as all passengers (including prospective buyers), will be required to wear a seat belt.
- ✦ Demonstrator vehicles must always be in showroom condition.
- ✦ A demonstrator vehicle must have a minimum of one-fourth (1/4) tank of gas at all times.
- ✦ Smoking, eating, or drinking is not allowed in demonstrator vehicles.
- ✦ In the event of damage, the employee assigned to the vehicle will be responsible for expenses up to the insurance deductible.
- ✦ Employees should not text or speak on a cell phone while operating a demonstrator vehicle.

4.18 Customer Vehicles

OPERATION OF CUSTOMER VEHICLES:

Whenever a customer leaves their vehicle on Dealership property for any reason, all employees must automatically accept the responsibility for good care and treatment of the vehicle while it is on our premises. Should a customer's vehicle become damaged in any way by our employees, or be stolen or improperly used while in our possession, the Dealership could be liable to the customer for any damages caused. Any time an employee is using a customer's vehicle, they may be responsible for paying a portion of the amount necessary to repair any damage caused to the vehicle. It is, therefore, the responsibility of every employee to exercise the utmost care and proper handling of all customer vehicles.

Employees may operate customer vehicles only for the purposes of appraisal, service, diagnosis, and quality control. The customer's vehicle may never be used for any other purpose. The use of a customer's vehicle for personal reasons is prohibited. Employees driving vehicles must drive safely and abide by all government regulations (i.e. mandatory seatbelt usage and posted speed limits). If road testing for diagnosis of quality control should be required for any long period of time (such as more than 30 minutes or overnight), the procedure must be cleared with your supervisor. There should be no smoking, food or beverage in customer vehicles. Radios and air conditioners on customers' vehicles must not be operated, except for testing purposes. Any operation of a customer's vehicle requires the possession of a valid driver's license. Additionally, the use of any alcoholic beverage or non-prescribed drug, prior to or during the operation of a customer's vehicle, is grounds for disciplinary action, up to and including termination.

No persons, other than authorized employees, may ride in customers' vehicles. This includes hitchhikers, friends, or any other person. Breach of this rule would be a serious violation of our insurance requirements.

DAMAGE TO CUSTOMER VEHICLES:

We realize that it is necessary to road test customer vehicles, but they are not to be used for transportation for business or personal use. If someone were to have an accident in a restaurant parking lot, we could become involved in a difficult situation with the customer and our insurance carrier.

If a customer's vehicle is damaged while in our possession, our concern is to notify the customer and have the vehicle repaired rather than have the customer find the damage. In the case of new vehicles or demos, we need to have the damage repaired before a prospective buyer sees the vehicle. For these reasons, it is important that all accidents be reported. Failure to do so may result in dismissal of the employee.

4.19 Legal Requirements

The Dealership operates in an increasingly complex environment of federal, state, and local oversight. There are numerous laws and regulations that govern our activities as a dealership and many government agencies monitoring our activities. The penalties for violating laws and regulations, even when they involve a good faith mistake, are often severe. For this reason we all must be extremely vigilant in how we conduct ourselves and perform our jobs, and we must emphasize compliance with laws and regulations, personal accountability, and ethics in performing our duties. As an employee of the Dealership you agree to adhere to this Dealership standard. All of our employees are required to be familiar with laws and regulations relevant to their employment responsibilities and to comply with them. In addition to other reasons for discipline and termination, employees will be subject to disciplinary actions, up to and including termination for failure to comply with these laws and regulations. Below are a few of the laws and regulations that employees should be aware of and comply with:

Consumer Protection Laws, Cash Reporting and Money Laundering Laws, Vehicle Tampering (emissions and safety) Laws, Odometer Fraud Laws, Disclosure (used car rule, credit and leasing practices, damage disclosure, etc.) Laws, Privacy and Protection of Consumer Private Financial Information Laws; and Unfair and Deceptive Trade Practices Laws

6.20 Third-Party Checks

A third-party check is a check that is made payable to someone other than our customer or the Dealership.

No third-party checks can be taken from a customer in payment for any type of purchase/transaction from Ramey Family of Automobile Dealerships. If the check is not honored at the bank for any reason, we have no recourse against the party that wrote the check.

Checks can be taken that are made out to the customer and the Dealership providing the customer endorses (signs) the check on the back.

4.21 Parking Facilities

Because parking is required to serve our customers and make our Dealership convenient to them, it is required that all employees park their vehicles in the space assigned to them by their manager. However, we cannot be liable for fire, theft, damage, or personal injury involving employees' vehicles. Protect your property by locking your car doors. Courtesy and common sense in parking and driving will avoid accidents, personal injuries, damage to your car, and that of others.

Employees may not leave their personal vehicles parked at the Dealership overnight.

4.22 Lost And Found

All lost and found articles should be turned over immediately to the Office where they may be reclaimed on proper identification. Items will be retained for the period required and disposed of according to the law.

4.23 Use Of Tobacco Products

Because we are expected to maintain the highest possible safety conditions and as we are concerned for our employees' health, you are encouraged not to use tobacco products (i.e., cigars, cigarettes, e-cigarettes, snuff, chewing tobacco, pipes, etc.) and are expected not to do so in restricted areas. Safe smoking habits must be observed at all times.

The use of tobacco products by employees is prohibited within all Dealership facilities, customer vehicles, and Dealership vehicles. The Dealership has designated specific smoking areas outside facilities where the use of tobacco products is allowed.

All employees will refrain from the use of tobacco products in the presence of our customers. When you are with a customer, you are involved in serious business, and the relaxation or privilege of using tobacco products should not be going on at the same time.

Please remember that the use of tobacco products can be annoying to customers as well as co-workers. When you use tobacco products in authorized areas, please be sure to extinguish your cigarettes in the proper receptacles. The use of tobacco products is limited to meal and break time.

4.24 Substance Abuse

The purpose of this policy is to enable your Dealership to continue to fulfill its responsibility to provide reliable and safe service to our customers and a safe working environment for our employees. In order to be physically and mentally fit to perform our duties in a safe and efficient manner, no employees shall work, or report to work, while under the influence of alcohol or illegal drugs. No employees shall consume, display, or have in their possession alcoholic beverages or illegal drugs while on Ramey Family of Automobile Dealerships property, or performing work for Ramey Family of Automobile Dealerships off our property. Furthermore, it is the policy of the Dealership that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics, in or out of the workplace, in any manner that may impair their ability to perform assigned duties, or otherwise adversely impact the Dealership's business. To do so is a prime cause for disciplinary action, up to and including dismissal.

Employees required to take prescription or non-prescription medication, which may potentially affect job performance, are required to report this to their supervisor. Their supervisor will determine if it is necessary to temporarily place them on another assignment to ensure the safety of our employees and the public, or to remove them from the workplace.

Intoxication at work is grounds for disciplinary action, including immediate discharge. As used in this policy, intoxication means both being under the influence of drugs or alcohol, or physical evidence that indicates that drugs or alcohol have been consumed. If an employee's job-related behavior and/or performance create reasonable suspicion of being intoxicated at work, they will be suspended pending investigation. During this investigation, the Dealership may discuss the employee's behavior with their co-workers and managers.

To protect the best interests of employees and the public, management at Ramey Family of Automobile Dealerships will take whatever measures are necessary to determine if illegal drugs are being used, or alcohol or illegal drugs are located on, or are being used on the job. Measures that may be used will include, but will not be limited to, searches of people and of personal property located on Dealership premises. All employees will be required to sign a substance-testing authorization.

DRUG TESTING -- WHO WILL BE TESTED:

- ◆ All **applicants** who have been made a conditional offer of employment will be tested for controlled substances. A positive test will result in immediate termination and the offer being withdrawn.
- ◆ An employee will be required to submit to drug or alcohol tests when a **reasonable suspicion** exists that the employee is under the influence of any controlled substance or alcohol while on the job, or if reasonable suspicion exists that an employee is otherwise in violation of this policy. Reasonable suspicion may also be applied if an employee incurs a work-related accident that requires medical treatment, causes injury to a person receiving services or to a fellow employee, or results in property damage.
- ◆ The Dealership also reserves the right to **randomly** drug screen for any or all employees determined to be in a safety-sensitive position, or in accordance with applicable state law.

When urinalysis and/or blood tests are requested, samples will be taken under the supervision of an appropriate health care professional.

RIGHT OF REFUSAL:

Each applicant or employee has the right to refuse to submit to alcohol or drug testing and to refuse to sign consent and release forms when the Dealership requires it. Should an applicant exercise the right to refuse, that applicant is not considered for any position for which they had applied. Should an employee exercise the right to refuse, that employee may be subject to discipline, up to and including immediate termination, at the discretion of the Dealership.

Refusal to submit includes failing to provide an adequate breath or urine sample without a valid medical explanation and also includes engaging in any conduct that clearly obstructs the testing process.

EMPLOYEE ASSISTANCE PROGRAM:

Employees experiencing problems with alcohol or other drugs are urged to voluntarily seek assistance to resolve such problems before they become serious enough to require management referral or disciplinary action. Successful treatment will be viewed positively; however, it will not prevent disciplinary action.

ALCOHOL AT OUTSIDE EVENTS:

Ramey Family of Automobile Dealerships, customer or supplier-sponsored activities that may include the service of alcoholic beverages are not included in this policy. However, all employees are viewed as representatives of Ramey Family of Automobile Dealerships, whether at work or participating in these events. Ramey Family of Automobile Dealerships expects that such consumption will be in moderation so as not to reflect negatively on the Dealership's professional reputation or expose Ramey Family of Automobile Dealerships to undue legal liability. An employee should not operate a motor vehicle or otherwise engage in any hazardous activity if the alcohol consumed would impair their ability to safely perform those functions.

Questions concerning this policy or its administration should be directed to the General Manager.

4.25 Workplace Violence

The Dealership will not tolerate any acts of violence, threats of violence, assaults, intimidation, threatening behavior, stalking, or harassment. Any employee who willfully conducts themselves in any act of violence or suggestions of violence in the workplace is subject to the strictest disciplinary measures, including suspension or termination of employment, arrest, and/or criminal prosecution. Workplace violence can be considered any physical assault, threatening behavior, or verbal abuse occurring in the work setting.

Violent acts and threats can cause loss of production, loss of feeling of safety and security, injury or death, and will not be tolerated even if intended as a joke, intimidation, or horseplay.

Once a threat or act of violence has occurred, the authorities may inspect the employee's belongings in connection with the investigation to insure a safe workplace. Employees are expected to cooperate in all safety investigations.

It is important that every employee immediately report any violent act or threat of violence by a co-worker, supervisor, customer, or other individual to management. Every reasonable attempt will be made to protect the confidentiality of the report and the reporter while taking action to protect the safety of the workplace.

If a charge of workplace violence is substantiated against an employee, the employee will receive disciplinary action, which may include immediate termination of employment.

4.26 About Our Customers

Ramey Family of Automobile Dealerships expects absolute honesty as a first requirement of our Dealership. Our customers entrust their faith and confidence in our products, service, and the people on our staff.

Good faith commercial dealing and prudent judgment will constitute the basis of good sales practices. Any unfair or deceptive act or practice toward a customer of Ramey Family of Automobile Dealerships will be considered grounds for immediate dismissal. The following list of sales practices, although not all-inclusive are forbidden by any representative of Ramey Family of Automobile Dealerships:

- ✦ Any misrepresentation as to quality, nature, age, endorsement, or benefits or products sold.
- ✦ The disparagement of another Dealership by false or misleading facts.
- ✦ The advertising of products at a discount unless they were either offered previously at a higher rate or are available at a higher price from other Dealerships in the area.
- ✦ The advertising of products as free if their receipt is contingent upon the purchase of other goods.
- ✦ The use of any “bait and switch” tactics.
- ✦ The misrepresentation of a vehicle as a “demo” unless it is in fact so.
- ✦ Misrepresenting a used car's past care or usage, or the making of any representations on these matters unless the dealer has "proper information" to support the statement.
- ✦ Representing a motor vehicle as having suffered no prior damage unless the representation is made in good faith and unless Ramey Family of Automobile Dealerships has inspected the vehicle.
- ✦ Failing to fully disclose conspicuously in writing, at or before the sale, its terms and conditions including those of any express and implied warranties involved and any permissible disclaimers.
- ✦ Obtaining signatures from customers on contracts that are not fully completed at the time signed or which do not reflect accurately the negotiations and agreement between the customer and Ramey Family of Automobile Dealerships.
- ✦ Requiring or accepting a deposit from a customer prior to entering a contractual agreement, unless the customer is given a written receipt “which states how long Ramey Family of Automobile Dealerships will hold the motor vehicle, the amount of the deposit, and clearly and conspicuously states either the deposit is refundable and upon what conditions.”
- ✦ Adding to the cash price of a motor vehicle a fee for handling documents unless such is fully disclosed to the customer.
- ✦ Altering the odometer mileage of a motor vehicle.
- ✦ Failing to disclose to any customer the actual year of the motor vehicle.
- ✦ Engaging in any other activity that is misleading or deceptive.

4.27 Your Guide To Personal Conduct

Ramey Family of Automobile Dealerships wants to provide a good work environment for all employees. This desire is expressed in many forms: safe working conditions, maintenance of facilities and equipment, equitable wage structures, and progressive benefit programs. In turn, it is reasonable to expect a productive effort and acceptance of responsibility on the part of employees.

Each of us has the responsibility to our fellow workers to conduct ourselves according to certain rules of good behavior and conduct. In any business, some rules are needed to help everyone work together by letting them know what they can and cannot do. We expect our employees to follow our Dealership rules and show good behavior and efficiency. For these reasons, we have included in our handbook a number of work rules. You are expected to read, understand, and follow these rules in your day-to-day work.

Disciplinary action, whether verbal or written, is given only for the purpose of correction. Having to dismiss an employee is distasteful for everyone, and we try to work with our employees to avoid such action. However, failure to follow our work rules is against the best interests of your fellow employees and the Dealership and may lead to dismissal. In cases where disciplinary action is being considered, you will be given an opportunity to explain your side of the story. Should you have questions concerning any work rule listed, please see your manager.

While the following list is not all-inclusive, some of the violations that can result in disciplinary action, including discharge, are:

1. Discourtesy to customers, suppliers, co-workers, or management.
2. Falsification of time records, clocking of another employee's time, or having another employee clock your time.
3. Misrepresentation or omission of facts in seeking employment.
4. Defacing, damaging, or destroying property of the Dealership or of another employee.
5. Possession or consumption on Dealership premises, or reporting to work under the influence of, intoxicants or illegal drugs.
6. Theft, pilferage, embezzlement, or unauthorized removal of property of the Dealership, customers, or others.
7. Abusing Dealership equipment or property, or using any piece of equipment or property without being authorized to do so.
8. Bringing in, possessing, or using weapons or explosives on Dealership premises without prior management approval or that is in violation of state or federal law.
9. Assisting any person to gain unauthorized entrance to any portion of Dealership premises.
10. Failure to follow required safety procedures, or careless or negligent use or operation of Dealership tools, equipment, or vehicles.
11. Repeated absence or tardiness; failure to report to work without satisfactory reason.

12. Fighting or causing bodily injury to another employee, or other forms of disorderly conduct.
13. Refusal to accept or follow orders or directions from proper authority, or any other form of insubordination.
14. Making or permitting a false or untrue record relating to any material or work.
15. Interfering with, obstruction of, or otherwise hindering the production or work performance of another employee.
16. Originating or spreading false statements concerning employees or the Dealership.
17. Forgery of any documents, forms, or applications.
18. Immoral or indecent conduct on Dealership property.
19. Leaving work area without permission, wasting time, loitering or sleeping during working hours.
20. Sale of used parts, or removal of parts – new or used – from the premises.
21. Selling vehicles on the side, if employed in the vehicle sales department.
22. Improper operation of a Dealership or customer vehicle.
23. Failure to meet quality or quantity requirements.
24. Waste or misappropriation of materials and/or supplies.
25. Inefficiency, or lack of application or effort on the job.
26. Abusive language. Using profane language on Dealership property, which in management's opinion is offensive to customers, visitors and/or other employees.
27. Harassment, in any form, of or by employees or non-employees.
28. Contributing to unsanitary conditions.
29. Intimidating, threatening, or assaulting other employees or non-employees.
30. Engaging in horseplay, running, scuffling, or throwing objects on Dealership property.
31. Gambling on Dealership property.
32. Violations of Dealership policy on fair treatment, equal opportunity, and non-discrimination.

Violations of Dealership policies outlined above or within other sections of this handbook, or habitual offenders of any Dealership rules, may be handled in accordance with the Progressive Discipline Policy. However, as described in the policy on progressive discipline, circumstances may warrant deviation from normal progressive discipline procedures and may include any level of discipline including immediate discharge.

Should your performance or behavior warrant disciplinary action, you may be assured that your case will be fully investigated and reviewed before final action is taken. In certain serious cases, management may suspend an employee from work, pending management review.

4.28 Progressive Discipline Policy

When it becomes necessary to change an employee's performance or behavior from unacceptable to acceptable, our Progressive Discipline Policy enables us to do so in a fair and consistent way. When management determines disciplinary action is appropriate, actions will be taken according to Ramey Family of Automobile Dealerships's Progressive Discipline Policy.

Normal steps in the disciplinary process are outlined below. However, based on the seriousness of the offense, management may enter into any level of disciplinary action or termination.

1. VERBAL CORRECTION:

The supervisor will provide a verbal correction to the employee. A written record of this correction will be placed in the employee's personnel file.

2. WRITTEN CORRECTION:

If the employee does not correct their behavior, the supervisor will consult with their manager and prepare a written correction. The employee will be asked to sign, indicating receipt of a copy of the written correction, and a copy will be placed in the employee's personnel file.

3. SUSPENSION WITHOUT PAY:

If the written correction does not correct the problem, the employee may be suspended without pay for a minimum of two days. This suspension without pay must have the approval of the manager, department manager, the General Manager, or their designee.

4. TERMINATION:

When all other means of discipline have been used, or when the offense justifies such action, the employee may be terminated. The manager may recommend termination of employees. Recommendations will be reviewed by the General Manager, who will determine the action to be taken.

If the employee feels the termination is unfair, they may fully utilize the open-door policy.

The Progressive Discipline Policy in no way guarantees that all the steps will necessarily be followed. Depending upon the circumstances and factors such as the employee's past work record and seriousness of the offense, management reserves the right to enter into any level of disciplinary action, or termination, it deems appropriate. The use of progressive discipline does not alter the employment-at-will status of our employees.

4.29 Separation Of Employment

▪ **Resignations**

Although we hope you remain with us for a long time, sometimes circumstances create a need for an individual to change jobs. In such cases, we request that you give your manager adequate notice,

preferably two weeks' written notice, should you decide to resign. This advance notice will allow your manager time to adjust working schedules and attempt to secure a replacement.

Should a separation of employment occur, you must return all Dealership-owned property, including uniforms, equipment and manuals. You will be provided your final paycheck for wages earned no later than the next regularly-scheduled payday on which those wages are due.

- **Termination Of Employment**

Discharges are always unpleasant and costly, so you can be sure that they won't be considered lightly. If, however, discharge becomes necessary, advance notice may or may not be given, depending on the circumstances surrounding the termination. If you believe you have been treated unfairly with regard to your termination, please utilize your complaint procedure, up to and including the General Manager.

Should a termination of employment occur, you must return all Dealership-owned property, including uniforms, equipment and manuals. You will be provided your final paycheck for wages earned, no later than the next regularly scheduled payday on which those wages are due.

- **Reemployment Policy**

The decision to voluntarily leave the Dealership is a serious matter and one that should not be taken lightly. Any decision to rehire previous employees must have the approval of the General Manager or the Dealer. Only those employees who leave the Dealership in good standing will be given consideration for rehire and then only in positions for which they are suitable and possess appropriate skills and experience. Former employees interested in job openings must apply through the normal application process and will be given consideration along with other qualified applicants.

- **Employment References**

Ramey Family of Automobile Dealerships will cooperate with former employees by answering appropriate inquiries from prospective employers relative to your employment with us. However, we must first obtain your written consent to release information, and only verification and dates of employment will be released.

- **Returning Dealership Property**

Although provided for the employee's daily use, Dealership items (such as tools, manuals, pagers, equipment, uniforms, keys, etc.) remain the property of Ramey Family of Automobile Dealerships. Employees leaving the employment of Ramey Family of Automobile Dealerships, for any reason, are required to return all training materials, manuals, equipment, and any other Dealership property when they arrive to pick up their last paycheck. Employees will be responsible to Ramey Family of Automobile Dealerships for any unreturned property.

Keeping In Touch

5.0 Your Confidential Records

When you became an employee, you completed a form supplying us with the information we must know about you. This information was transferred to confidential files (personnel file and medical file) that are the Dealership's factual pictures of you as an individual. Keeping these records correct and up-to-date is important to you because it enables the Dealership to reach you in an emergency, forward your mail, properly maintain your insurance and other benefits, and compute your payroll deductions, etc.

You are expected to help keep this record correct by notifying the Office Manager promptly of changes in:

- ◆ Address and telephone number.
- ◆ pMarital status.
- ◆ Name.
- ◆ Beneficiary or dependents listed in your insurance policies and profit-sharing/retirement plan.
- ◆ Number of dependents for Withholding Tax purposes.
- ◆ Person to notify in case of accidents or illness.
- ◆ Driver's License Number or driving restrictions (if driving Dealership vehicles).

Your files are held in strict confidence, and only those with a need-to-know will have access to your files.

5.1 We Want You To Feel At Home

At first, you may feel a little strange in your new surroundings here at Ramey Family of Automobile Dealerships. Almost everyone starting a new job has had this feeling. However, it will not take you long to get acquainted since this is a friendly place to work. Your fellow employees, especially your supervisor, want to help you get off to a good start. Please feel free to ask questions about anything you do not understand. Your supervisor will work closely with you. We have a method of orientation which has been set up to provide you with all the information you will need to better understand our policies and practices.

5.2 Sell For The Dealership And Yourself

The finest advertising available to any firm comes from their employees. You represent us wherever you go. We urge you to make it known that you work here proudly and that we would appreciate having an opportunity to do business with them. "One man tells another," and we grow accordingly.

As you have seen from the foregoing, our efforts have been to provide the best possible treatment and working conditions within our power; and it is our policy to keep these under constant review and to provide additional benefits whenever and wherever possible. Very few restrictions have been imposed. Certain basic rules are necessary and should be understood in the beginning, if we are to work in harmony in our partnership. These have been minimized as necessary to our mutual success.

5.3 Summary And Closing Word

This booklet is a summary of the principles for which we stand, the benefits to which you are eligible, and the obligations you assume as an employee. We ask that you read your handbook carefully and keep it for future reference. If you have any questions concerning the policies or benefits outlined in this booklet, please ask your supervisor about them.

We may occasionally revise some of the policies that are outlined in this handbook, or add new policies and benefits that we feel will make Ramey Family of Automobile Dealerships an even better place to work. Be sure to keep any notification of policy changes that come to you.

You are now a part of the Ramey Family of Automobile Dealerships team, and we hope your association with us will be a happy one. As your Dealership grows, we want you to grow with us. The Dealership has made considerable progress since its beginning, and the credit goes to each employee. Your job is important to its continued growth and prosperity.

We are all working together toward a common goal, which is to build a stronger and better Dealership in which to work. By working together in a spirit of cooperation and teamwork, our Dealership will be unsurpassed for its quality, integrity, and service.

Receipt For Employee Handbook

I have received my copy of Ramey Family of Automobile Dealerships's employee handbook. I understand that this handbook is intended as a guide for personnel policies, benefits, and general information, and that these guidelines are not intended to be, nor should be, construed as an employment contract.

I understand the policies and guidelines contained within this handbook supersede those previously written or communicated, and that Ramey Family of Automobile Dealerships reserves the right to make changes in these guidelines or their application as it deems appropriate, with or without notice. I also understand that employment is terminable at the will of either the employee or the Dealership at any time, and that no representative of the Dealership other than the General Manager or Dealership President has authority to make any contrary agreement.

SIGNED:

DATE:

DEPARTMENT:

WITNESSED:

Drug And Alcohol Acknowledgement

I do hereby certify that I have received and read Ramey Family of Automobile Dealerships's substance abuse and testing policy and have had the drug-free workplace program explained to me.

I understand that on a random basis or if my performance indicates it is necessary, I will submit to a drug and/or alcohol test. It is also my understanding that my failure to comply with a drug and/or alcohol testing request, or a positive confirmed result for the illegal use of drugs and/or alcohol will result in the termination of my employment and/or loss of Workers' Compensation benefits.

SIGNED: _____

DATE: _____

DEPARTMENT: _____

WITNESSED: _____

