

**FAIRWAY CHEVROLET**  
**LAS VEGAS, NEVADA**

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**EMPLOYEE HANDBOOK**

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Effective Date: February 23, 2021

# **Employee Handbook**

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## **Welcome**

Welcome to Fairway Chevrolet! We are pleased that you are joining us and we know that your contributions will assist us in remaining a leader in this community and in our industry.

As an employee of Fairway Chevrolet you will want to know what you can expect from us and what we expect from you. This handbook outlines the benefits, practices and policies of our Dealership.

You should keep this handbook handy as a guide and ready reference. If you have questions as you read through this handbook, please do not hesitate to discuss them with your supervisor. Your supervisor is a very important source of information and will be more than happy to assist you.

Greg Heinrich

President

## Our History

Our history starts more than 50 years ago. Bill Heinrich, then General Manager of Three-Way Chevrolet in Bakersfield California, was looking for a place where he could have his own store to fully implement his vision for ownership of an automobile dealership. In 1969, Bill found a small Chevrolet store in Las Vegas called Lloyd Tritle's Community Chevrolet on the corner of Maryland Parkway and Charleston Boulevard. Bill was able to purchase the store and named it Fairway Chevrolet. Within 3 years, Fairway Chevrolet relocated to the current location on East Sahara. Fairway Chevrolet was a successfully run dealership for many years and Bill became a well-known and respected man in the community, both in business and philanthropy.

Upon his passing in 1988, Bill's son Greg took over the dealership and over the years has taken Fairway Chevrolet to national prominence with numerous Dealer of the Year Awards, top retail sales rankings and acting as an example for other dealers to pattern their operations after. Recognizing the success of Fairway Chevrolet, General Motors awarded Greg with another Chevrolet dealership. Henderson Chevrolet, located in the Valley Auto Mall, began operating in 1995 and has become one of the premier dealerships in the Las Vegas Valley.

In 2003, based on the ongoing success of Fairway Chevrolet and Henderson Chevrolet, General Motors awarded Greg a Chevrolet, Buick, GMC Truck franchise dealership to be located in Pahrump, Nevada. Pahrump Valley Auto Plaza was opened in 2004. The Auto Plaza opened as only the second full-service franchised dealership in Pahrump. The team at Pahrump Valley Auto Plaza has worked hard to win the respect of the community and earn the trust of vehicle owners who no longer had to drive some 50 miles away to Las Vegas to buy and service their GM vehicle.

In 2008, a Buick GMC Truck franchise was acquired. Fairway Buick GMC Truck is a full service dealership located on East Sahara. In their brief history, Fairway has become one of the top Buick GMC dealerships in the Western Region.

Fairway Chevrolet, Fairway Buick GMC, Henderson Chevrolet and Pahrump Valley Auto Plaza continue to support the community in many ways through multiple organizations, toy drives, local events, and youth programs.

Our future holds what our past has presented us with. Hard work, community mindedness and team member collaboration has set us up as a leader in the community and to be a bright spot among the thousands of General Motors dealerships across the country.

## **Purpose of This Employee Handbook**

This handbook is designed to acquaint you with Fairway Chevrolet (the “Dealership”) and provide a reference for many of your questions regarding your employment with us.

The contents of this handbook are only a summary of the employee benefits, practices, and policies in effect at the time of publication. The Dealership retains the right to add, modify, or delete policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement. Therefore, other than the at-will agreement contained in the Employee Acknowledgment and Agreement at the end of this handbook, this handbook should not be construed as creating any kind of “employment contract.”

As provided in the Employee Acknowledgment and Agreement, employment at the Dealership is at-will and may be terminated by either the Dealership or the employee, with or without cause or prior notice. This handbook supersedes any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment. Your status as an “at-will” employee may not be changed except in writing signed by the President of the Dealership.

## **Our Customer Relations Philosophy**

Our most important goal is customer satisfaction. Customers are the most important people in our business. Let's face it -- without them we would not be here. Therefore, please observe the following RULES FOR SUCCESS:

1. CUSTOMERS are the most important people in our business, whether we are dealing with them in person or over the telephone.
2. CUSTOMERS do not depend on us. We depend on them.
3. CUSTOMERS are not an interruption of our work. They are the purpose for our work.
4. CUSTOMERS favor us with their patronage. We are not doing them a favor by serving them.
5. CUSTOMERS are a part of our business. They are not outsiders.
6. CUSTOMERS are not cold statistics. They are human beings with feelings and emotions like our own.
7. CUSTOMERS are not someone with whom we argue or match wits.
8. CUSTOMERS are people who bring us their wants. It is our job to fill those wants.
9. CUSTOMERS are deserving of the most courteous and attentive treatment we can give them.
10. CUSTOMERS ARE THE LIVELIHOOD OF OUR BUSINESS.



## Customer Satisfaction Index

One of the more significant elements of our Customer Satisfaction Index, better known as C.S.I., is the service satisfaction and purchase and delivery grading system based on a questionnaire sent to customers who purchased a vehicle three (3) months earlier. Some of the questions asked are:

- What is your overall satisfaction with the Dealership?
- Are you satisfied with warranty service at the Dealership?
- What was the condition of your vehicle when you took delivery?
- Are you pleased with the Dealership's sales staff?
- Did you have to return more than once to have a warranty service problem taken care of?

As you can see from these questions, C.S.I. is completely under our control by:

- The manner in which we take care of our customers.
- By delivering them a clean, well-prepared vehicle.
- Explaining the warranty.
- Rendering friendly service and properly fixing their vehicle the first time.

Remember – maintaining a high C.S.I. rating equals a satisfied customer who, in turn, represents job security for all of us because they will return. Most important, they will recommend us to their family, friends, and business associates.

## **Teamwork**

When an individual joins a Dealership, that person becomes part of a team. Each person is part of the departmental team doing his or her best job in a cooperative manner. In an organization such as ours, each department is dependent on another, just as each employee is dependent on another. Teamwork and consideration among employees is of the greatest importance. Whatever your job may be, it is necessary to the efficient and successful operation of the entire Dealership. You have a right to be treated with dignity and respect. When you do your part, others will do theirs.

## **Our Customer's Basic Rights**

- The right to receive their money's worth in products and services.
- The opportunity and encouragement to register their dissatisfaction when they feel that they have received improper treatment.
- The right to a courteous hearing when they voice their complaint to a Dealership employee. Every complaint, even if it seems invalid or trivial, is important to the customer and should be treated accordingly.
- The right to a thorough and courteous explanation by the person who listens to their problem, followed by a quick action that endeavors to resolve the complaint to the complete satisfaction of the customer.

**REMEMBER, EVERY CUSTOMER WITH WHOM YOU COME IN CONTACT VIEWS YOU AS FAIRWAY CHEVROLET.**

# **Let's Communicate**

## **Employee Relations Philosophy**

We are dedicated to continuing what we believe to be an excellent relationship with our employees. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. We know that the Dealership's success and reputation is a direct result of the loyalty, commitment, and continued efforts of our employees. We will continue to look to our employees for ideas about how to improve all areas of our business in areas like customer service, safety, efficiency, and employee relations.

## **If You Have a Question**

We encourage you to discuss any questions or concerns regarding this handbook or any work-related issues with us. We cannot address any of your questions or concerns unless we know about them.

If you have a problem, please speak with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what takes place in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your immediate supervisor, or if you feel your immediate supervisor cannot or has not satisfactorily resolved the issue, contact the Department Manager or the General Manager. Finally, if you still feel the need to speak to other members of management, we encourage you to contact the President.

If you have a complaint of harassment or discrimination, or you require a reasonable accommodation, please refer to the Equal Employment Opportunity Policy or the Policy Against Unlawful Harassment, Discrimination, and Retaliation in this handbook.

The Dealership takes all employee concerns and problems seriously. We will work to address your concern and/or resolve your problem as soon as possible. You are encouraged to utilize this procedure without fear of retaliation.

Please note that the Dealership utilizes private, binding arbitration for employee disputes that cannot be resolved by other means, and which would otherwise be subject to resolution in court.

# **What You Can Expect From Us**

## **Introductory Period**

For every new employee, including rehires, the first ninety (90) days of employment is an introductory period. During this time, your job performance, attendance, and overall interest in your job will be assessed. Employees who fail to demonstrate the expected performance, commitment, and attitude may be terminated. However, completion of the introductory period does not change or alter the “at-will” employment relationship. You and the Dealership continue to have the right to terminate your employment at any time, with or without cause or notice.

During the introductory period, you may not be eligible for certain Dealership benefits.

The Dealership may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

## **Equal Employment Opportunity Policy**

We are committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex, national origin, citizenship status, genetic information, uniform service member status, gender identity or expression, sexual orientation, pregnancy (including childbirth, breast feeding, and related medical conditions), age, disability (including human immunodeficiency virus and the use of an aid, appliance, or service animal), or any other protected status in accordance with all applicable federal, state, and local laws.

This policy extends to all aspects of our employment practices, including but not limited to recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

## **Reasonable Accommodations**

The Dealership is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees’ religious beliefs and practices. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. The Dealership will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees’ religious beliefs and practices, as well as for any known employees’ pregnancy, childbirth, or a related medical condition, victims of domestic violence, and nursing mothers, provided the requested accommodation does not create an undue hardship for the Dealership and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or practices, please notify your immediate supervisor or the Department Manager. Once the Dealership is aware of the need for an accommodation, the Dealership will engage in an interactive process to identify possible accommodations.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Dealership immediately by speaking to the General Manager or the President. You are encouraged to utilize this procedure without fear of retaliation.

## **Policy Against Unlawful Harassment, Discrimination, and Retaliation**

The Dealership is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, the Dealership strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race, religion, color, sex, national origin, citizenship status, genetic information, uniform service member status, gender identity or expression, sexual orientation, pregnancy (including childbirth, breast feeding, and related medical conditions), age, disability (including human immunodeficiency virus and the use of an aid, appliance, or service animal), or any other category protected by applicable state or federal law.

The Dealership's policy against unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers. It also applies to all customers, vendors and independent contractors (all of whom are designated for the terms of this policy as "Business Associates"). The Dealership prohibits managers, supervisors, and employees from harassing subordinates or co-workers as well as the Dealership's Business Associates. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Dealership likewise prohibits its Business Associates from harassing our employees.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender identity or expression, and sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually-related text messages, videos or images;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, or blocking movement;

- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and
- Verbal abuse concerning a person's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Dealership strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, insults, and any other offensive remarks based on a protected characteristic;
- Jokes, whether written, verbal, or electronic that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Electronically sending or posting harassing text messages, videos or images; and
- Other harassing conduct based on one or more of the protected characteristics identified in this policy.

If you have any questions about what constitutes prohibited harassing behavior, ask your supervisor or another member of management.

Prohibition Against Retaliation: The Dealership is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Dealership regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Dealership regarding alleged unlawful activity;
- Providing notice to the Dealership regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

The Dealership is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices.

## **What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against, or Retaliated Against**

If you feel that you are being or have been harassed, discriminated against, or retaliated against in violation of this policy by any employee, supervisor, manager, or Business Associate of the Dealership, you should immediately report it to your manager or supervisor or to **the General Manager or the President as follows:**

- In person, at **Fairway Chevrolet, 3100 East Sahara Avenue, Las Vegas, Nevada 89104;** or
- By e-mail, at **[payrollhelp@fairwaychevy.com](mailto:payrollhelp@fairwaychevy.com).**

In addition, if you observe harassment by another employee, supervisor, manager, or Business Associate, please report the incident immediately as indicated above.

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to **the General Manager or the President.**

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take appropriate steps to address the situation. The Dealership takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Dealership prohibits employees from refusing to cooperate with internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with the Dealership's need to conduct an adequate investigation.

**Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination.** Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.



# **Timekeeping and Payroll Practices**

## **Employee Classification**

### **Full-Time Employees**

Full-time employees are those normally scheduled to work at least forty (40) hours per week, as determined by the Dealership in its sole discretion. As used herein, “full-time” is a general employee classification used by the Dealership for a variety of purposes. Employees not classified by the Dealership as “full-time” may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

### **Part-Time Employees**

Part-time employees are those normally scheduled to work fewer than forty (40) hours per week, as determined by the Dealership in its sole discretion.

### **Temporary Employees**

Temporary employees are those employed to work seasonally, on special projects for short periods of time, or on a “fill-in” basis. These positions are *not* intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for Dealership benefits, and temporary employees remain employed at-will at all times.

### **Non-Exempt Employees**

Non-exempt employees include all employees who are covered by the overtime provisions of the federal Fair Labor Standards Act and state law.

### **Exempt Employees**

Exempt employees include all employees who are classified by the Dealership as exempt from the overtime provisions of the federal Fair Labor Standards Act and state law.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult the Payroll Administrator or the applicable benefit plan document.

## **Your Pay**

We distribute paychecks semi-monthly on the 15th and last day of each month. Paychecks for commissioned sales personnel are issued by the 10th of the month. You should pick up your own paycheck on the normally scheduled pay day. If the scheduled payday falls on a weekend or holiday, paychecks will generally be distributed on the preceding business day. Any questions

about the amount of your pay or deductions should be brought to the attention of the Payroll Administrator immediately.

We offer direct deposit of employee paychecks to all employees who provide a written authorization for direct deposit.

## **Timekeeping Procedures**

Our workweek starts on Monday at 12:00 midnight and runs through Saturday at 11:59 p.m.

Unless otherwise notified, you are required to accurately record your hours of work through the use of a time card, an electronic timekeeping system, or a handwritten record. You are required to submit the time record promptly following the close of the pay period so that your time record can be reviewed by your supervisor before your paycheck is processed for the pay period. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws.

Working “off the clock” is strictly prohibited. If any manager or supervisor directs you to, or suggests that you should, perform work while not “on the clock,” you must notify the General Manager or the President immediately. Similarly, non-exempt employees are not permitted to perform work after hours or from home without specific direction from their supervisor, and in the event such work is authorized, all time spent working must be reported on the employee’s time record.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor *before* working overtime or hours beyond your regular work schedule. Employees who work overtime or off-schedule hours without prior authorization by their supervisor are subject to disciplinary action, up to and including termination of employment.

Any changes or corrections to your time records must be initialed by you and your Department Manager. Under no circumstances may any employee record another employee’s time.

## **Overtime and Work Schedule**

The Dealership may periodically schedule overtime work in order to meet production needs. We will attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work. Otherwise, all overtime work must be pre-approved by your supervisor. Working overtime without your supervisor’s approval may result in disciplinary action, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing business needs, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the Dealership.

## **Meal Breaks**

Except for certain exempt employees, all employees who work eight (8) hours or more in a day are required to take a thirty (30) minute unpaid, uninterrupted, duty-free meal period. For scheduling purposes, the Dealership may require certain positions to take a sixty (60) minute meal break. Employees are completely relieved of their job responsibilities during their meal periods. For this reason, unless there is a valid written agreement for an on-duty meal period, employees must clock in and out for their meal periods, or record the beginning and ending time of the meal period on their timesheet every day. Employees may be required to sign a certification providing, among other things, that they have taken all of their daily meal periods during the pertinent pay period. If you are unable to take all of the breaks for which you are entitled in accordance with this policy, you should immediately notify your supervisor or the Department Manager.

No Dealership manager or supervisor is authorized to instruct or approve an employee's wish to forego a meal or rest period. Employees should immediately report a manager's or supervisor's instruction to skip a meal period to the Department Manager or General Manager.

## **Rest Breaks**

The Dealership provides all non-exempt employees with the opportunity to take a ten (10) minute rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. The Dealership generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are expected to schedule their rest periods at their own discretion under these guidelines unless instructed otherwise by a supervisor. Rest periods may not be combined with meal periods.

Rest periods are "on the clock" and counted as hours worked, and thus, employees are not required to separately record their rest periods on their timesheets or time cards. Rest periods may not be waived to shorten your workday or be accumulated for any other purpose. Employees may be required to sign a certification providing, among other things, that they have taken all of their rest periods during the pertinent pay period. If you are unable to take all of the breaks for which you are entitled in accordance with this policy, you should immediately notify your immediate supervisor or the Department Manager.

## **Lactation Break**

The Dealership will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for additional lactation breaks that do not run concurrently with normally scheduled rest periods. Such additional breaks will be unpaid. The Dealership will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, other than a bathroom, for the employee to express milk in private. Employees should notify their immediate supervisor or the Department Manager to request time to express breast milk under this policy.

## **Dealership Benefits**

The Dealership provides the following benefits to eligible employees. The Dealership reserves the right to terminate or modify these plans at any time for any reason.

### **Paid Holidays**

After completion of the introductory period (except as provided below), full-time employees will receive these specific holidays off with pay any time they fall on a normally scheduled work day for the employee. Each calendar year the Dealership will distribute a schedule of the year's holidays. However, the Dealership reserves the right to change the schedule or eliminate holidays with prior notice. The following are generally the paid holidays:

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

To be eligible for holiday pay, you must work your last scheduled day before the holiday and the first scheduled day after the holiday, unless you are taking an excused absence on those days. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday, although advance notice may not always be possible. Employees asked to work on a holiday will only receive their normal rate of pay for work performed on a holiday.

Exempt employees will not receive additional holiday pay but rather will be paid their regular salary for the week in which a holiday falls.

### **Paid Vacation**

The Dealership provides vacation benefits to all regular full-time employees after ninety (90) days of continuous employment. Vacation does not accrue and cannot be carried forward from one year to the next. Rather, vacation is only awarded upon successful completion of each full year of service and must be used within one year after it is awarded. Vacation time not taken within one year after it is awarded is lost. Anniversary days will be paid on the next scheduled pay date following the anniversary date. Paid Days Off will be paid on the next scheduled pay date following the time off. Vacation is awarded as follows:

## Employee

Employee's Length of Service	Amount of Anniversary Days	Amount of Paid Days Off
New Hire	0	3 Days Max; 1 Day Per 90 Days
After 1 Full Year of Service	5	0
After 2-4 Full Years of Service	10	0
After 5-9 Full Years of Service	10	5
After 10-14 Years of Service	10	7
After 15 Full Years of Service (and each full year thereafter)	10	10

## Manager

Manager's Length of Service	Amount of Anniversary Days
New Hire	3 Days Max; 1 Day Per 90 Days
After 1 Full Year of Service	5
After 2-4 Full Years of Service	10
After 5-9 Full Years of Service	15
After 10-14 Years of Service	17
After 15 Full Years of Service (and each full year thereafter)	20

Consult the Payroll Administrator for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive. The actual dollar amount that you receive while on vacation may vary according to your compensation or pay plan. To be eligible for vacation pay, you must work your last scheduled day before the vacation and the first scheduled day after the vacation, unless you receive prior approval from your supervisor.

Vacation time is provided so that you are better able to perform your job when you return. For this reason, we require our employees to take their vacation and we do not permit employees to take pay in lieu of time off. We encourage employees to take their vacation all at one time, but in any event, all vacation must be taken in full day increments.

Employees who are out on a leave of absence may have their annual vacation allotment reduced pro rata for the leave of absence period. Vacations must be scheduled and approved by your supervisor at least two (2) weeks in advance. All vacation time requests must be submitted

through the PurelyHR website to be valid. All questions and technical support should be e-mailed to [purelyhr@fairwaychevy.com](mailto:purelyhr@fairwaychevy.com). Also, the Dealership, at its sole discretion, may require you to take your vacation at a particular time, and may also refuse your application for vacation where business needs dictate. Any accumulated vacation time will be forfeited upon the termination of your employment.

## **Insurance and Retirement Benefits**

We offer the following insurance and retirement benefits to eligible employees:

- Group Health Insurance
- Group Dental Insurance
- Group Vision Insurance
- IRS Section 125 Cafeteria Plan
- 401(k) Retirement Savings Plan

Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. It is the plan document that ultimately governs your entitlement to benefits.

## **Workers' Compensation Insurance**

The Dealership pays the entire amount of the Workers' Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. Benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that federal law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against Dealership policy and will result in disciplinary action, up to and including termination of employment.

## **Employee Discounts**

All employees are encouraged to use Dealership products and services. Depending on availability and at the sole discretion of the appropriate Department Manager, the following discounts are available to full-time employees who have been with the Dealership for at least ninety (90) days. These discounts are available only to our employees for their personal use, which means eligible employees may purchase products and services at a discounted price for only their vehicle(s) and their spouse's vehicle(s). Employees may not purchase products and services at a discount on behalf of friends and/or family members, nor may friends and/or family members use an employee's discount. Employee discounts do not apply when an Insurance Company, Dealership, or third party is paying for the service or part. Under no circumstances may these discounts be used for personal profit or to compete with the Dealership.

**Parts** - Parts may be purchased at a discounted price with prior approval by the Parts Manager.

**Service** - The Dealership provides a discount on repair work done on our employee's vehicles. Repairs can be obtained at a discounted price with prior approval by the Service and/or Body Shop Manager. Employee vehicles may not be worked on in the Service Department or body shop unless a repair order is first filled out by the manager of the department. Of course, the vehicle must have the proper routing and spot number attached to the vehicle. Due to insurance requirements, no work can be performed before or after the shop hours.

**New Vehicles** – Discounts for new vehicles must be pre-approved by the General Manager or the General Sales Manager. Because of the special employee price, no commission will be paid on employee purchases. Due to limited availability of certain models, this discount may not be available on all vehicles.

**Used Vehicles** - Used vehicles may be available to an employee at a discount. Not all vehicles will qualify for a discount based upon market conditions and inventory levels. Please ask the Used Car Manager for employee pricing. The Used Car Manager will review with the General Manager or General Sales Manager to establish a fair purchase price for the employee.

**Note:**

- All trade-ins will belong to the Dealership.
- NO employee will be allowed to sell their personal vehicle on the lot.

## **Employee Referral “Bird Dog” Program**

The Dealership has an Employee Referral “Bird Dog” Program which provides a cash award to eligible, non-sales, employees who refer a new customer who ultimately purchases a vehicle from the Dealership. Employees must alert the Sales Manager, prior to the transaction, to receive the cash award. Management employees and their spouses are not eligible for the Employee Referral Program.

## **Training and Educational Assistance**

In conjunction with its manufacturers, the Dealership may provide periodic training courses for eligible employees. In addition, eligible employees may be given the opportunity to attend other training programs that will enable them to improve their skills and qualify for advancement.

Service Technicians should consult the Service Manager for information on the rate of pay for time spent attending an approved training course. This rate is subject to change without notice.

Employees should contact Service Manager before registering for any training or other educational course to learn whether the program will be covered under the Dealership's policy.

The Dealership is not responsible for the payment or reimbursement of any costs or expenses associated with an employee's attendance at a lecture, training program or other educational program, if the employee fails to receive advanced written authorization and the employee fails to successfully complete the course.

Membership in professional organizations wherein the employee receives benefits that can be directly applied to improving job performance may be reimbursed by the Dealership at its sole discretion, provided the employee participates in the organization and receives prior authorization for the reimbursement from the President.

## **Travel Reimbursement**

Should it be necessary for you to travel, on business or for training, all travel must be authorized and approved by your Department Manager prior to any expenses being incurred. Upon approval, travel arrangements including airfare, lodging, or rental vehicles will be made by Fairway Chevrolet. For meals & incidentals expenses, employees will purchase on their own expense and will be reimbursed for up to \$75 per travel day. In addition, Fairway Chevrolet will reimburse for fuel expenses, parking, rideshare, and other business related expenses. Fairway Chevrolet will not reimburse for parking/traffic violations, personal entertainment expenses, alcoholic beverages, airline upgrades, or other expenses not directly related to the business travel. Travel expenses for non-employees will not be eligible for reimbursement. Any additional expenses will need the approval of your Department Manager.

Upon the completion of travel, you must submit all receipts/supporting documentation and a check request to your Department Manager for approval in order to be reimbursed for your eligible expenses. All reimbursement request must be received within 30 days of travel, reimbursement requests over 30 days will not be approved.



# Leaves of Absence

## Civic Duties

The Dealership encourages each of you to accept your civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

Jury Duty: If you receive a call to jury duty, please notify your supervisor immediately so your supervisor may plan the department's work with as little disruption as possible. Verification of having served as a juror or witness may be required.

Employees who are summoned to appear for jury duty will not be required to work within the eight (8) hours prior to the time jury duty is scheduled to begin. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested. On any day in which the employee's jury service lasts four (4) or more hours, including time traveling to and from court, employees will not be required to work between 5:00 p.m. on that day and 3:00 a.m. the following day.

Time spent engaged in attending court for prospective jury service, serving as a juror or appearing as a witness or potential witness in a judicial or administrative proceeding, is not compensable except that exempt employees will not incur any reduction in pay for a partial week's absence due to jury or witness duty. Employees will not be asked or required to use sick leave or vacation time for jury duty.

While you are on jury duty, the Dealership will pay the difference between your basic rate of pay and the total amount of pay you receive from serving as a juror, for up to two weeks per year.

Court Attendance Leave: The Dealership will allow employees who are the parent, guardian or custodian of a child to miss work in order to appear at the child's juvenile proceeding.

Employees seeking leave under this policy must notify their supervisor and the Office Manager in advance of the appearance. For detention hearings, employees must provide verbal notice in advance of the hearing, as well as a certificate of attendance immediately upon return to employment. For subsequent hearings, employees must provide a copy of the written notice of the hearing before the date of the requested leave.

Time off under this policy will be without pay except that exempt employees may receive pay, as required by applicable law. The Dealership will not terminate or threaten to terminate employees because they request or take time off in accordance with this policy.

Voting: Employees who are registered voters and do not have sufficient time before or after work to vote will be allowed sufficient time off, without loss of pay, to vote. For purposes of this policy, sufficient time outside of working hours to vote means:

- One hour for employees whose polling place is two miles or less from the workplace;

- Two hours for employees whose polling place is more than two, but not more than 10 miles from the workplace; or
- Three hours for employees whose polling place is more than 10 miles from the workplace.

Employees must provide notice of the need for time off to vote prior to Election Day. The Dealership may specify the particular time during which employees may be absent to vote. The Dealership will not make deductions from employees' salary or wages or otherwise penalize employees for taking leave in accordance with this policy.

## **Leave for Victims of Domestic Violence**

If you or a member of your family or household is a victim of domestic violence, you may receive unpaid leave for the following purposes as they relate to an act of domestic violence committed against you, or a member of your family or household: (1) for the diagnosis, care or treatment of a health condition related to an act of domestic violence; (2) to obtain counseling or assistance related to an act of domestic violence; (3) to participate in any court proceeding related to an act of domestic violence; and (4) to establish a safety plan, including, without limitation, any action to increase the safety of the employee or the family or household member of the employee from a future act of domestic violence. Under no circumstances will employees be terminated, threatened, coerced, penalized, or retaliated against because they request or take leave in accordance with this policy.

Employees must provide their supervisor with at least 48 hours' notice of the need to use additional hours of leave after (and with the exception of) the leave taken upon the initial occurrence of the act which constitutes domestic violence. The Dealership may require you to provide documentation that confirms or supports the reason for the requested leave, including, but not limited to: (1) a police report; (2) a copy of an application for an order for protection; (3) an affidavit from an organization which provides services to victims of domestic violence; or (4) documentation from a physician or health care provider.

In addition, employees who are victims of domestic violence, are entitled to a reasonable accommodation for the employee's safety while at work. A reasonable accommodation may include: the implementation of safety measures or procedures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock; assistance in documenting domestic violence that occurs in the workplace; or another adjustment to the employee's job duties and position to ensure the safety of the employee, workplace, the employer or other employees. If you require such an accommodation, please notify your supervisor or the Office Manager. The Dealership will engage the employee in a timely, good faith, interactive process to determine effective reasonable accommodations, and may require supporting documentation of the same.

## **Medical Leave of Absence**

Employees who are ineligible for leave under the Family and Medical Leave Act as provided below, or who have exceeded their leave allotment under this law, are nonetheless eligible for medical leave according to the following policy:

Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Dealership approved physician which states that you are unable to work and provides the duration of leave that you require. The Dealership reserves the right to have employees on a medical leave of absence examined by a physician of the Dealership's choice. The Dealership may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, the Dealership's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under the Dealership's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under the Dealership's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. It is the applicable plan document that ultimately governs your eligibility for and entitlement to these benefits.

The duration of a medical leave of absence will depend not only on the length of time your doctor certifies you need but also how much time can be provided as a reasonable accommodation without your absence causing the Dealership to suffer an undue hardship. Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying the Dealership in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence without notifying the Dealership of your need for additional leave can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with your supervisor or the Office Manager prior to taking a leave to ensure your understanding of all of your obligations to the Dealership while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with Dealership policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

### **Other Employment**

The Dealership prohibits employees from holding other employment, including self-employment, while on leave of absence. This policy remains in force during all leaves of absence

including medical leave and violation may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with any medical leave will result in disciplinary action, up to and including immediate termination.

### **Maternity Leave**

The Dealership permits eligible female employees who are pregnant to take a leave of absence before and after childbirth, miscarriage or other natural resolution of her pregnancy to the extent leave is otherwise provided to other eligible employees for sickness or disability because of a medical condition.

### **Notice to Employees of Nevada Pregnant Workers' Fairness Act**

All employees are advised of the following:

- (1) Pursuant to NRS 613.4353 to 613.4383, inclusive, of the Nevada Pregnant Workers' Fairness Act, employees have the right to be free from discriminatory or unlawful employment practices based on pregnancy, childbirth, or a related medical condition.
- (2) A female employee has the right to a reasonable accommodation for a condition relating to pregnancy, childbirth, or a related medical condition.

The Dealership is committed to complying with all laws protecting employees under the Nevada Pregnant Workers' Fairness Act, and the Dealership will provide a reasonable accommodation for any known condition relating to pregnancy, childbirth, or a related medical condition of a female employee, provided the requested accommodation does not create an undue hardship for the Dealership.

If you require an accommodation under the Nevada Pregnant Workers' Fairness Act, you must notify your supervisor or the Office Manager. Once the Dealership is aware of the need for an accommodation, the Dealership will engage in an interactive process to identify possible accommodations. A female employee may be required to submit a written explanatory statement from the employee's physician concerning the need for an accommodation because of pregnancy, childbirth, or related medical conditions, and the specific accommodation recommended by the physician.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Dealership immediately by speaking to your supervisor or the Office Manager. You are encouraged to utilize this procedure without fear of retaliation.

### **Family and Medical Leave Act**

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity

to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

- Have worked at least twelve (12) months for the Dealership in the preceding seven (7) years (limited exceptions apply to the seven-year requirement);
- Have worked at least 1,250 hours for the Dealership over the twelve (12) months preceding the date your leave would commence; and
- Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

### **Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

- Birth of a child, or to care or bond with a newly-born child (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender;
- Placement of a child with the employee for adoption or foster care (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender;
- To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to twelve (12) weeks);
- Because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to twelve (12) weeks);
- To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military-Related FMLA Leave for more details); or,
- To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks.

## **Definitions**

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities for more than three full calendar days. The continuing treatment requirement includes two visits to a health care provider or one visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes or migraines) that continues over an extended period of time and requires periodic visits (at least two per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

## **Identifying the 12-Month Period**

The Dealership measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a Covered Servicemember, the Dealership calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends twelve (12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

## **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two-week increments. Employees who require intermittent or reduced-schedule leave for planned medical treatment must try to schedule their leave so that it will not unduly disrupt the Dealership's operations. Intermittent leave is permitted in increments of at least one hour.

## **Use of Paid Leave**

Depending on the purpose of your leave request, you may choose (or the Dealership may require you) to use accrued paid leave (such as sick leave or vacation), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the Dealership’s normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

## **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the Dealership will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Dealership may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

## **Notice and Medical Certification**

When seeking FMLA leave, you must provide:

- Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Dealership if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Dealership's normal call-in procedures, absent unusual circumstances;
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of the Dealership's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, unless your absence was taken on an intermittent or reduced leave schedule. The Dealership will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

### **Employer Responsibilities**

To the extent required by law, the Dealership will inform you whether you are eligible for leave under the FMLA. Should you be eligible for FMLA leave, the Dealership will provide you with a notice that specifies any additional information required as well as your rights and responsibilities. The Dealership will also inform you if leave will be designated as FMLA - protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA leave, the Dealership will provide a reason for the ineligibility.

### **Job Restoration**

Upon returning from FMLA leave, you will be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return after FMLA Leave**

If you fail to return to work as scheduled after FMLA leave or you exceed the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to the Dealership's standard leave of absence and attendance policies. This may result in termination if you have no other Dealership-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Dealership's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after FMLA leave, you must notify your immediate manager or the Department Manager. Once the Dealership is aware of the need for additional leave, the Dealership will engage in an interactive process to determine whether additional leave may be provided as a reasonable accommodation.

### **Other Employment**

The Dealership prohibits employees from holding other employment, including self-employment, while on leave of absence. This policy remains in force during all leaves of absence including FMLA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

### **Military-Related FMLA Leave**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.



## **Definitions**

A “Covered Servicemember” is either: (1) a current Servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the Servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five (5) year period.

The FMLA definitions of “serious injury or illness” for current Servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the Servicemember in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemember’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemember’s office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

## **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “Covered Servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an

eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for Servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent, or next of kin of the Covered Servicemember. "Next of kin" means the nearest blood relative of the Servicemember, other than the Servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the Servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the Servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a Covered Servicemember in a "single twelve (12) month period." The "single twelve (12) month period" begins on the first day leave is taken to care for a Covered Servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) workweeks of Military Caregiver Leave during this "single twelve (12) month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each Servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every Covered Servicemember, and/or for each and every serious injury or illness of the same Covered Servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any "single twelve (12) month period."

Within the "single twelve (12) month period" described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single twelve (12) month period," an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a Covered Servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or Covered Servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

## Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.

- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) of days of leave for each instance of rest and recuperation.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that the Dealership and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

## **School-Related Activities Leave**

The Dealership will grant up to four hours (per child) of time off during any school year to employees who are the parent, guardian or custodian of a child enrolled in public school to:

- Attend parent-teacher conferences;
- Attend school-related activities during regular school hours;
- Volunteer or otherwise be involved at the school in which the employee's child is enrolled during regular school hours; and
- Attend school-sponsored events.

Leave must be taken in increments of at least one hour. Employees wishing to take time off under this policy must submit a written request for leave to their supervisor at least five school days before the requested leave. The leave will be at a time mutually agreed upon by the employee and the Dealership.

The Dealership may require employees to provide documentation verifying that, during the time of leave, the employee attended an eligible school-related activity.

Time off under this policy will be without pay, except that exempt employees may receive pay for partial day absences, as required by applicable law.

## **School Conferences or Emergencies Leave**

The Dealership will allow employees who are parents (including legal guardians or custodians) time off from work in order to:

- Appear at a conference requested by their child's school administrator; or
- Respond to notice from their child's school of an emergency regarding their child.

Employees should notify their supervisor as soon as possible that they will require time off for a school conference or emergency. Time off under this policy will be unpaid, except that exempt employees may receive pay for partial day absences, as required by applicable law.

## **Personal Leave of Absence**

Additional types of unpaid personal leaves of absence may be granted in the sole discretion of management, for up to a maximum of thirty (30) days. An extension beyond thirty (30) days will be considered on an individual basis.

Failure to report to work as scheduled following a personal leave of absence may result in disciplinary action, including termination. Time spent on personal leave of absence will not be used for computing benefits such as vacation or holidays.

You should speak directly with your Department Manager prior to taking a leave to ensure your understanding of all of your obligations to the Dealership while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with Dealership policy may substantially affect your ability to return to work under this policy.

## **Bereavement Leave**

Full-time employees are eligible to receive up to two (2) days of paid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's immediate family. Immediate family includes your spouse, registered domestic partner, children, stepchildren, registered domestic partner's children, parents, grandparents, grandchildren, brother or sister, your spouse's parents, or your registered domestic partner's parents.

Employees who are notified of a death in their immediate family while at work will be paid for the remainder of the scheduled hours that day. The two (2) day eligibility for paid bereavement leave will not commence until the next regularly scheduled work day which is lost. All time off in connection with the death of an immediate family member, as defined above, should be scheduled with your supervisor.

## **Military Leave of Absence**

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the Dealership of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible.

## What We Expect of You

This section discusses your responsibilities to the Dealership as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

Violation of any of the basic rules below, the policies in this handbook, or any other policy of the Dealership or misconduct on your part may lead to disciplinary action, up to and including termination. This list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including termination. If you have any questions about, what we expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment.

## Employee Conduct

### Absenteeism and Tardiness

You are expected to be at work ready to perform your job duties on time each day. Absenteeism or tardiness, even for good reasons, is disruptive of our operations and creates a burden for co-workers. Absenteeism or tardiness can result in disciplinary action, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible or practicable. Leaving a message, voice mail, or sending an email or text message does not qualify as *personally* contacting your supervisor. If you are required to leave work early, you must also personally contact your supervisor and obtain permission. Leaving work early without authorization is strictly prohibited.

When an absence is due to illness, the Dealership may require supporting medical documentation in accordance with state and federal law.

Although you may be terminated at any time for failing to report to work without contacting the Dealership, if you fail to report for work or call in for more than three (3) consecutive calendar days, you may be considered to have abandoned your job and may be terminated.

### Drug-Free Policy

**Purpose** – The Dealership has a vital interest in maintaining a safe and efficient environment for its employees, clients and customers. Employees who are under the influence of drugs or alcohol on the job pose serious safety risks not only for the user but also to co-workers and others. The possession, use or unauthorized sale of an illegal drug or alcohol may also pose unacceptable risks for safe and efficient operations. Accordingly, it is the right, obligation and intent of the Dealership to maintain a safe and efficient environment for all of its employees and guests and to protect Dealership property, equipment and operations.

The Dealership has adopted a drug-free workplace policy to ensure that our business is functioning safely, efficiently and cost-effectively. In doing so, the Dealership will comply with all federal and state drug-free workplace requirements.

The Dealership will require all employees and job applicants to participate in, consent to, and comply with this policy as a condition of employment and continued employment. For those who refuse to seek help on their own or who fail to cooperate fully with the terms and conditions of this policy, the Dealership will take appropriate measures to address the situation promptly and directly. Substance issues in the workplace or by employees that affect the workplace will not be tolerated.

**Coverage** – This policy applies to all employees of the Dealership when they are on Dealership business or on Dealership premises, including but not limited to all properties, facilities, land, platforms, buildings, structures, fixtures, installations, automobiles, trucks and other vehicles whether owned, leased or used by the Dealership or for Dealership purposes. This policy also covers the use of drugs or alcohol while off Dealership premises if the employee is "under the influence," as defined in this policy, when representing the Dealership. Additionally, regardless of the event or situation employees are always responsible for their actions and behavior at Dealership-related events or activities.

#### ***Covered Employees***

The Dealership's drug-free workplace policy covers all:

- full-time employees
- part-time employees
- temporary employees (At Dealership's discretion)
- applicants

#### ***Nondiscrimination***

In accordance with the Americans with Disabilities Act, the Dealership does not discriminate against any qualified individuals with a disability who are not currently using illegal drugs and who have either successfully completed rehabilitation or who may be currently participating in a supervised rehabilitation program and are no longer using illegal drugs. Nothing contained in this policy shall be construed to, or be applied in such a way that its application will result in discrimination against any individual with a disability or handicap as those terms are defined by the Americans with Disabilities Act.

A current disability of any kind, however, does not entitle an employee and/or job applicant to violate any provisions of this policy.

#### **Prohibited Conduct**

The Dealership employees are prohibited from:



- Being under the influence of drugs as defined in this policy (i.e., a confirmed positive drug test by urine or blood and/or demonstrating the signs and symptoms of being under the influence of drugs);
- Being under the influence of alcohol as defined in this policy (i.e., a BAC of 0.02 or higher as demonstrated by an alcohol test and/or demonstrating the signs and symptoms of being under the influence of alcohol);
- Testing positive for drugs or alcohol, as defined by state or federal law;
- Failing to notify a supervisor or manager if the employee believes that he or she is under the influence of drugs or alcohol;
- Bringing illegal drugs as defined by state or federal law, alcohol, controlled substances or drug paraphernalia to work and/or storing such items on Dealership property;
- Possessing, using, manufacturing, distributing or attempting to distribute, sell or dispense drugs or controlled substances off Dealership property that may adversely affect Dealership, the worker's job performance, or place at risk the safety or well-being of the worker or others.
- Failing to notify the Dealership in writing immediately of a criminal drug or alcohol conviction or pleading guilty to a criminal drug or alcohol offense;
- Abusing prescription drugs, which includes exceeding the recommended prescribed dosage or using others' prescribed medications;
- Switching, tampering with or adulterating any specimen or sample collected under the Dealership's policy for the purpose of testing for drugs or alcohol;
- Disclosing information related to a drug or alcohol test result;
- Refusing to cooperate with the terms and conditions of this policy. Failure to cooperate includes, but is not limited to:
  - a. Refusal to be tested,
  - b. Failure to provide an adequate sample without a valid medical excuse,
  - c. Refusal to sign required paperwork (including, but not limited to, consent forms, acknowledgement forms, and chain of custody forms),
  - d. Failure to show up at an assigned collection site to provide a specimen, and
  - e. Failure to be reasonably available to be tested once the employee has been notified.

### **Medical and Recreational Marijuana**

While Medicinal and recreational marijuana are legal under Nevada state law, both are illegal under federal law. While conducting business-related activities, no employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs, as defined by state or

federal law. The legal use of prescribed drugs as defined by state or federal law is permitted only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. Marijuana is illegal under federal law, and as such, its use, impairment or positive test results caused by marijuana, violate this drug and alcohol policy.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, denial of a workers' compensation.

### **Prescription Drugs**

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, by causing dizziness or drowsiness. In addition, employees can report the use of prescription or nonprescription drugs that may affect drug tests by completing a written consent form. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

### ***Notification of Impairment***

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee to perform their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report the information to their immediate supervisor or another member of management.

### **Alcohol Use**

The Dealership will test individuals for alcohol, utilizing breath testing technologies. The Dealership reserves the right to utilize other testing technologies in accordance with applicable laws and when circumstances require an alternative. A breath alcohol content (BAC) level of 0.02 or higher will be considered a positive result. (See the Consequences section of this policy for more information.)

### **Types of Testing**

***Post-accident Drug and Alcohol Testing:*** All employees whose conduct may have contributed to or caused an accident during work time or while on Dealership business or on Dealership property, regardless if an injury occurs or not, will be subject to a drug and/or alcohol test.

### ***Drugs***

The Dealership will test individuals for drugs utilizing urine or blood testing technologies. Tests will be conducted utilizing laboratory-based collection testing technologies. The Dealership reserves the right to utilize other testing technologies in accordance with applicable laws and when circumstances require an alternative. The Dealership will test for the following drugs:

<b><u>Table 1.</u></b>  <b><u>Prohibited Drugs</u></b>	<b>Urine</b>	<b>Blood</b>
	<b><u>Nanograms per milliliter</u></b>	<b><u>Nanograms per milliliter</u></b>
1. Amphetamines	500	100
2. Cocaine	150	50
3. Cocaine metabolite	150	50
4. Heroin	2,000	50
5. <u>Heroin metabolite</u>		
o Morphine	2,000	50
o 6-monoacetyl morphine	10	10
6. Lysergic acid diethylamide	25	10
7. Marijuana (delta-9-tetrahydrocannabinol)	10	2
8. Marijuana metabolite (11-OH- tetrahydrocannabinol)	15	5
9. Methamphetamine	500	100
10. Phencyclidine (PCP)	25	10

**Accidents that include any of the following will result in a drug and/or alcohol test:**

- A fatality
- An injury that requires medical attention away from the scene of the accident
- An injury that results in lost work time
- Non-injury accident that causes damage to Dealership property

A post-accident drug test must take place within 24 hours of the time of the accident. A post-accident alcohol test must take place within 2 hours of the time of the accident. Any employee who fails to report a work-related accident is in violation of this policy and is subject to disciplinary action up to and including termination. Failure to comply will be considered a “refusal to test.”

An individual who tests positive for any of the substances cited above will be subject to adverse employment action. (See the Consequences section of this policy for more information.)

### ***Medical Review Officer***

If a confirmation test is positive, a Medical Review Officer (MRO) or Laboratory Director will attempt to speak with the donor in order to verify the result and report a final result to the Dealership. After 10 days or a reasonable period of time if no communication with the donor has taken place, the MRO or Lab Director will verify the result and report it to the Dealership.

### ***Preemployment Drug Testing***

All applicants for employment with the Dealership, including applicants for safety-sensitive positions, will be required to submit to a drug test once a conditional offer of employment has been extended and accepted. All offers of employment are contingent on a negative test result. Applicants will be required to sign an acknowledgement and consent form.

A positive drug test, failure or refusal to participate in a drug test, failure to sign the acknowledgement and consent form, or any effort to tamper with a sample or to alter a test result will disqualify an applicant from employment. Candidates that fail the preemployment drug test may not reapply or be considered for employment for one year.

Applicants previously employed by the Dealership, regardless of the length of time they were away, will be subject to a pre-employment drug test as outlined above.

### ***Reasonable Suspicion Drug and Alcohol Testing***

Employees will be required to submit to a drug and/or alcohol test when a supervisor or manager has a rational basis, whether from direct observation or from the reports of others, to believe that an employee has violated this policy or is under the influence of legal or illegal drugs or alcohol in such a manner as to have an impact on the individual or the work environment. Reasonable suspicion will be documented and will not be based on rumor, speculation, or unsubstantiated information. Referrals for reasonable suspicion testing will be made according to the procedures set forth by the Dealership.

Behavior that could prompt reasonable suspicion of drug or alcohol use in violation of the Dealership's policy includes, but is not limited to, the following:

- Direct observation of conduct, including reckless or risky behavior, that may indicate an individual is impaired by or under the influence of intoxicants or illegal drugs;
- Direct observation of speech, odor or appearance that may indicate an individual is impaired by or under the influence of intoxicants or illegal drugs;
- Reports or information that an individual was seen taking, selling, dispensing, or using illegal drugs, or telling other employees of being involved in such activities;
- Evidence of an attempt to alter a drug or alcohol test sample or result; and/or
- Patterns of abnormal and erratic conduct such as, but not limited to, increased absenteeism, excessive tardiness, or lack of expected or required work performance.

Reasonable suspicion does not mean that the Dealership must be correct in its belief, only that it has some rational basis for believing the employee is somehow involved in the use, sale, or possession of drugs and/or alcohol. The fact that reports may have been made anonymously about an employee does not necessarily mean that they cannot form the basis of a reasonable suspicion.

If the individual is to be sent home following providing a sample the Dealership will make arrangements to get them home. For liability reasons it is not acceptable for a Dealership representative to drive the employee home but Dealership will regard on a case-by-case basis. Under no circumstances is the individual allowed to drive him or herself home if he or she may be under the influence. If the individual insists on driving home alone he or she will be informed that the Dealership is obligated to notify local police.

### ***Random Drug Testing***

The Dealership reserves the right to conduct random testing. When random testing is conducted all safety-sensitive employees may be subject to random, unannounced drug testing. Employees subject to random testing will have an equal probability of being neutrally selected for such testing. The Dealership does not have the right to waive the selection of any employee who has been randomly chosen.

Random tests will be unannounced and performed at established intervals throughout the year. The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with employee identification numbers (i.e., Social Security numbers, payroll identification numbers, or other comparable identifying numbers).

Random testing will be conducted at a frequency rate of 50 percent, meaning that the Dealership will conduct random testing of 50 percent of the total number of employees in a given year. The names of individuals who are randomly selected for testing will be returned to the eligibility list for future selection during the same year.

Whenever an employee is selected for a random test, he or she will be notified of the selection and instructed to report, under authorized Dealership supervision, to a collection site within 15 minutes (plus travel time). If the individual is performing a safety-sensitive function, other than driving a commercial motor vehicle, at the time of notification, the employee must cease performing the safety-sensitive function and proceed to the testing site as soon as possible.

### ***Return/Continuing to Work***

Employees who test positive, admit to drug or alcohol use or related misconduct, or voluntarily seek assistance, and are not terminated, will not be returned to work or continue working until they have been evaluated by a Dealership selected physician to determine if they can safely return to work.

Employees who successfully complete substance abuse treatment may be eligible for reinstatement and, if reinstated, will be subject to follow-up unannounced testing. Employees will be subject to follow-up drug or alcohol testing (or both depending on what substance or substances

they were being treated for) according to the recommendations of their medical provider or at the discretion of the Dealership.

### ***Enforcement Policy***

In order to enforce this policy and procedures, the Dealership may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests, or other appropriate tests and, where appropriate, searches of all areas of the Dealership's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and Dealership vehicles. You will be subject to disciplinary action, up to and including termination of employment for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by the Dealership.

### ***Consequences for Policy Violations***

Employees who violate any of the conditions of this policy will be subject to disciplinary employment action up to and including termination at the Dealership's sole discretion. Employees should understand that certain policy violations such as the use of alcohol (including possession of an open container) or any illegal drug activities (including the possession, sale, or use of illegal drugs as defined under state or federal law) on Dealership premises or on Dealership time may result in immediate termination and the denial of any associated workers' compensation claim filed. Individuals who refuse to cooperate with the Dealership's policy in any way will be subject to immediate termination.

**Refusals to Test** - Employees that refuse to submit to a drug or alcohol test may result in immediate termination and denial of any workers' compensation claim filed in association with the refusal to test.

### **Consent**

All employees are required to sign the Acknowledgement and Consent form included in this policy as a condition of employment or continued employment.

### **Reservation of Rights**

The Dealership reserves the right to administer this policy and interpret, change, or rescind the policy in whole or in part, with or without notice or consideration. In addition, changes to applicable state and federal laws or regulations may require the Dealership to modify or supplement the policy without notice.

This policy does not create an employment contract and should not be interpreted or considered as such. This policy does not, in any way, change the nature of the at-will employment relationship on either the part of the employee or the Dealership.

## **Attitude and Professionalism**

All employees must display a positive attitude towards their job and arrive to work motivated to perform their job duties. Further, employees are expected to demonstrate courtesy and professionalism toward their co-workers, customers, vendors, and/or members of the public in the course of their job duties. Rudeness, profanity or disruptive conduct will not be tolerated.

A bad attitude or a failure to conduct oneself professionally, creates a difficult working environment and prevents the Dealership from providing quality service to our customers. If you consistently fail to approach your job duties with a positive attitude and in a professional manner, you may be disciplined or terminated.

## **Damage to Property**

Deliberate or careless damage to a co-workers', vendors', or customers' property or the property of the Dealership will not be tolerated.

## **Fraud, Dishonesty and False Statements**

Employees and applicants are prohibited from providing false, dishonest, or misleading information on any application, medical history record, leave request, time entry, investigative questionnaire, workplace injury report, or any other Dealership document. Employees are likewise prohibited from making any materially dishonest or false statement to an employee, vendor, or third party with respect to the performance of the employee's job duties.

Under the law, an employee may be held personally liable for making misrepresentations to customers. It is also against the law and against Dealership policy for an employee to provide, or assist a customer in providing, false or misleading information on a credit application or regarding credit status to any financial institution.

Any employee found to have made false, dishonest, or misleading statements or omissions as detailed above will be subject to immediate termination of employment. If you observe any such violations, please report them to their immediate supervisor or the Department Manager immediately.

## **Gambling**

Gambling is prohibited on Dealership property, or through the use of the Dealership's property such as computers and telephone equipment.

## **Gifts and Gratuities**

Employees may not request or accept any gift or gratuity of any kind from a customer or supplier without the express written authorization of their Department Manager.

## **Illegal Activity**

Employees are not permitted to engage in any kind of illegal activity while on duty or on the Dealership's property, or while off the job which reflects detrimentally on the Dealership's reputation.

## **Insubordination**

We all have duties to perform and every employee must follow directions from their supervisor or manager. Employees must not refuse to follow the reasonable, job-related directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner. Employees who engage in insubordinate conduct may be disciplined or terminated.

## **Misuse of Property**

No employee shall misuse, or use without authorization, equipment, vehicles or other property of the Dealership, customers, vendors, or other employees of the Dealership.

## **Off-Duty Use of Facilities**

Employees are prohibited from being on Dealership premises or making use of Dealership facilities while not on duty. Employees are expressly prohibited from using Dealership facilities, Dealership property, or Dealership equipment for personal use.

## **Off-Duty Social and Recreational Activities**

During the year, the Dealership may sponsor social or recreational activities for its employees. Your attendance at these events is completely voluntary and is not required as a condition of employment. Neither the Dealership nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

## **Outside Employment**

It is important that other employment, as well as outside interests, do not interfere in any way with your job with the Dealership. You should be careful that extra hours of work do not affect the safe performance of your job duties by leaving you tired or distracted. Also, if your second job creates a potential conflict of interest (i.e., working for a competitor) you are required to obtain written approval, in advance, from your immediate supervisor or the Department Manager.

## **Personal Dress and Appearance**

We expect all employees to use good judgment with respect to their dress and appearance and to present a neat, well-groomed appearance, and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on customers and your co-workers.



Employees shall dress and present themselves in a businesslike manner that reflects a professional image. Flashy, ill-fitting, revealing, offensive, and other non-businesslike and distracting clothing, including visible undergarments, are unacceptable. Employees who are provided with Dealership uniforms shall keep them in a neat and clean condition and must wear them at all times when on duty. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will be without pay.

Examples of appropriate attire are as follows:

- Conservative dress slacks with a belt and dress shoes.
- Dress skirt (no more than three inches above the knee) or capris with dress shoes.
- Black, navy, or dark gray slacks with a belt, black socks, and all black sneakers.
- Light or tan slacks with a belt, white socks, and all white sneakers.
- Approved sweaters and outerwear.

All tattoos must be covered. Employees with tattoos on their legs are not permitted to wear shorts. Please review the Dress Code Policy for a full explanation of our uniform rules.

## **Personal Mail**

All mail which is delivered to the Dealership is presumed to be related to our business. Mail or packages sent to you at the Dealership may be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home or personal mailbox.

Dealership postage meters and letterhead may not be used for personal correspondence.

## **Personal Telephone Calls and Visits**

We ask our employees to refrain from making or receiving personal calls except in emergencies. Long distance business calls must be cleared by your supervisor unless your job duties include the routine making of long distance calls. Employees will be held financially responsible for unauthorized calls and will be subject to disciplinary action, up to and including immediate termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are strongly discouraged. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest's arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas.

## **Poor Performance**

You are expected to make every effort to learn your job and to perform at a level satisfactory to the Dealership at all times. Consistent failure to do so may result in disciplinary action, up to and including termination.

## **Romantic or Sexual Relationships with Other Employees**

The Dealership has adopted this policy because of the potential problems posed by romantic or sexual relationships between employees. These problems include conflicts of interest, interference with the productivity of co-workers, and potential charges of sexual harassment. Such problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The Dealership imposes the following restrictions on romantic or sexual relationships between employees:

1. A supervisor or manager must not engage in a romantic or sexual relationship with a subordinate employee under any circumstances.
2. If a supervisor or manager becomes involved in a romantic or sexual relationship with a non-subordinate non-management employee, the supervisor or manager must disclose the existence of such relationship immediately to the General Manager or the President. The Dealership will take all steps it deems necessary to prevent conflicts of interest and potential legal claims.
3. All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or conflicts in the workplace.
4. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the workplace.

Questions and clarifications will be addressed by the General Manager or the President.

## **Sleeping**

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our customers. Therefore, we cannot tolerate sleeping or inattention on the job.

## **Smoking and Vaping**

Smoking and vaping are prohibited in all Dealership buildings and vehicles. This policy specifically extends to electronic cigarettes (“e-cigarettes”) or any other personal vaporizing devices. Smoking and vaping must be confined to designated outdoor areas. Of course, smoking and vaping are prohibited in all areas where paint and hazardous materials are present.

## **Solicitation - Distribution Policy**

In order to allow employees to perform their job duties and provide our customers with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising materials, handbills or other literature is prohibited in all working areas and sales areas at all times. Similarly, non-employees may not come on the Dealership's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

## **Theft**

Theft of money or property from the Dealership, your co-workers, or customers is strictly prohibited. Employees found to have stolen or misappropriated money or property will be subject to immediate termination and will also be reported to law enforcement. The Dealership reserves the right to inspect all purses, briefcases, backpacks, packages, lockers, and vehicles on the Dealership's property to investigate allegations of theft. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

## **Workplace Monitoring**

The Dealership utilizes video cameras in various areas throughout its premises to assist in training employees, monitoring productivity, avoiding theft, deterring non-productive behavior and ensuring employee safety. Video surveillance will not be used in areas where employees have an expectation of privacy, such as restrooms. However, employees should not have the expectation of privacy in work-related, public areas, where video cameras are located. If you happen to be on a telephone call in designated video surveillance areas, the visual recording may also capture all or portions of the dialogue. Therefore, employees should not assume that they have an expectation of privacy while they are on Dealership property.

Employees should be aware that audio recording of certain telephone communications with customers may be conducted at various times to monitor and ensure quality customer service. Such calls will include a recorded notice to the other participant(s) on the call that it is being recorded, where such notice is required by state law. These recordings may be used to monitor work performance and may be the basis for coaching or discipline. Accordingly, employees should have no expectation of privacy while on duty, and especially not during their interactions with the Dealership's customers.

Any and all surveillance will be done in accordance with federal and applicable state laws. Please contact the Office Manager if you have any questions regarding the surveillance.

## **Workplace Violence Policy**

The Dealership has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, customers, or vendors.

We do not allow fighting or threatening words or conduct. Weapons of any kind are strictly prohibited and not permitted on Dealership premises, including parking areas.

No employee may commit or threaten to commit any violent act against a co-worker or third party. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner.

Employees who are subjected to or threatened with violence in the workplace, or are aware of another individual who has been subjected to or threatened with violence, are to report this information to their immediate supervisor or the Department Manager as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately.

All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

# **Procedures and Guidelines**

## **Background Screening**

To ensure that employees of the Dealership continue to be qualified, to ensure that the Dealership maintains a safe and productive work environment free of any form of violence, harassment or misconduct, and to determine eligibility for promotion, re-assignment, or retention, the Dealership reserves the right to conduct background screening on all of its employees.

Should you have any questions regarding the Dealership's background screening policy, please contact your immediate supervisor or the Department Manager.

## **Bulletin and Message Boards**

The Dealership may maintain a bulletin board(s), message board(s), or internal webpage as a source of information for employees. Any such resource is to be used solely to post information approved by the Dealership regarding Dealership policies, governmental regulations, and other matters of concern to all employees. No information may be placed on resources without the prior approval of the General Manager or the President.

## **Cash Reporting Policy**

Internal Revenue Service (IRS) regulations require that any transaction involving more than \$10,000 in cash or cash equivalents must be reported to the IRS on Form 8300. "Cash" under the IRS reporting rules includes any kind of currency (U.S. or foreign), cashier's checks from banks, bank drafts, travelers' checks, and money orders, which may have a face value of less than \$10,000 but combined equal \$10,000 or more. Combinations of these kinds of instruments are considered "cash" for reporting purposes when they total \$10,000 or more. Goods and services should be denied to people with cash who are known (actual knowledge) to be engaged in criminal activity. Selling goods and services to anyone who is known to be a drug dealer or engaged in some other illegal activity violates Dealership policy. The following information must be obtained from the purchaser: name, address, social security number, and if an alien, passport number, country of origin and alien registration number. This information, along with a description of the sale, must be immediately filed with the IRS on Form 8300 within fifteen days of the cash transaction. The federal Money Laundering Control Act is a criminal law with criminal penalties directed at people who would deliberately conspire with those engaged in enterprises to "launder" money generated from criminal activity. This means you may be held criminally liable for failing to report cash purchases or other violations of this policy. "Structuring" a transaction to evade the cash reporting requirements carries penalties ranging from \$25,000 to \$100,000, and failure to comply with this government regulation is a felony with up to five (5) years in jail.

In addition to these criminal penalties, failure to comply with federal regulations will subject an employee to disciplinary action, up to and including immediate termination of employment, and also could result in a felony conviction.

## **Conflicts of Interest**

Our policy forbids employees from engaging in any other business which competes with the Dealership. Dealership policy also forbids an employee from holding a financial or ownership interest in an entity that does business with or is a competitor of the Dealership (except where such ownership consists of securities of a corporation regularly traded on the public stock market). Providing consulting services to any entity that does business with or is a competitor of the Dealership, except with the knowledge and written consent of the General Manager or the President of the Dealership, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the General Manager or the President and obtain approval in writing.

## **Dealership Keys/Entry Cards**

Each employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned into your immediate supervisor or the Department Manager upon separation from the Dealership. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

## **Dealership Vehicles & Safe Driving**

Only authorized employees may operate Dealership vehicles. If a Dealership vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately.

You must hold a valid state of Nevada driver's license for the class of vehicle you are driving. All persons in Dealership vehicles are required to use their seatbelts. Not using seatbelts in a Dealership vehicle may lead to disciplinary action, up to and including termination. Only persons authorized by your supervisor can be passengers in Dealership vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify the Dealership immediately of any change in the status of your driving record. Any employee whose duties include the operation of Dealership or customer vehicles who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review. Further, you may never use a motorcycle to conduct business or provide transportation for a customer or fellow employee. Any employee whose duties include the operation of Dealership or customer vehicles who becomes uninsurable under the Dealership's liability policy will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review.

If you receive a traffic citation while operating a Dealership or customer vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a Dealership or customer vehicle, you are required to call 911 and report the accident. You must also report the accident to your immediate supervisor or the Department Manager immediately.

**Mileage Reimbursement:** Employees who must use their personal car for Dealership business will be reimbursed at the IRS Standard Mileage Rate. Mileage reimbursements are intended to cover expenses related the operation of a personal vehicle, including the price of gasoline, insurance, maintenance, and ordinary wear-and-tear costs.

## **Demonstration Drives**

Salespersons must accompany customers on all demonstration drives for new and used vehicles. The salesperson must photocopy the customer's driver's license before beginning a demonstration drive. Salespersons shall not ask a customer to go on a date, flirt, make sexual comments or propositions to a customer, or ask intrusive personal questions of a customer during a demonstration drive, or at any other time.

## **Hazardous and Toxic Materials**

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules, and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

## **Housekeeping**

Work areas must be maintained in a clean, healthy, and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift. Employees may not litter or discard personal items on the premises.

## **Legal Requirements**

The following are the most frequent disclosures that our employees are required to make by law. All employees must comply with these legal requirements in addition to all other federal, state and local laws, rules and regulations:

**Window stickers and FTC stickers.** These stickers must be intact on all new, demo, or used cars at time of presentation and delivery. No employee is authorized to remove them for a customer.

**Odometer Disclosure.** The odometer disclosure form must be signed for all customer trade-ins and for any Dealership vehicle sold.

**Contract Disclosure.** All contracts must be signed in the Dealership. Anyone signing a contract must show proof of identity. Also, the truth in lending and truth in leasing laws require that certain disclosures be made. Failure to make these disclosures may void/invalidate a deal and result in damages.

**Damage Disclosure.** All damage to a vehicle, whether it occurred in transit, on the lot, or in a collision must be disclosed to the customer **in writing** in accordance with Nevada law.

## **Meetings**

From time to time, individual or group meetings may be scheduled either during or outside of your normal working hours. You are required to attend all Dealership meetings involving your department or which you have been asked to attend, unless excused by your supervisor.

## **New and Used Parts**

All parts removed from either customer vehicles or vehicles owned or operated by the Dealership are Dealership property. No employee shall remove from the premises any new or used parts without being properly billed or receiving written authorization from the Parts Manager or Service Manager. Pilfering of new and used parts is a serious problem in the automobile dealership industry and will not be tolerated by the Dealership. Employees who remove or sell such parts will be subject to discipline, up to and including immediate termination.

## **Operation of Customer Vehicles**

While a customer's vehicle remains on Dealership property we all should accept responsibility for its care and treatment. If a customer's car is damaged in any way, stolen or improperly used while in our possession, Fairway Chevrolet might be held responsible. Therefore, we expect our employees to treat every customer's car as if it were their own.

There are a few common-sense rules that keep us from upsetting our customers:

- Do not play the radio except to repair it;
- Do not change the radio station;
- Do not smoke or eat in a customer's vehicle at any time;
- Do not drive the vehicle for personal business of any kind;
- Do not drive a vehicle without your Department Supervisor's permission, and do not carry any passengers;
- Do not remove any customer property from the vehicle.

Since customer satisfaction is essential to the continued success of the Dealership, employees must strictly adhere to these rules.

## **Parking**

So that we will have sufficient and convenient parking for our customers, we require all of our employees to park their vehicles in the area designated for employee parking. If you have any questions as to where you should park your vehicle, please ask your supervisor.



## **Personnel Records**

Recognizing the confidential nature of the information in your personnel record, the Dealership limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

You may review your own personnel file with your immediate supervisor or the Department Manager present to answer any questions. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Dealership.

Upon written request, employees will be permitted to inspect their own personnel files during usual business hours. Employees or former employees who have been employed for more than 60 days may request a copy of their personnel records, provided the requesting employee reimburses the Dealership for the cost of the copies.

Consistent with applicable law, an employee may have the opportunity to provide a written response of a reasonable length and in a format prescribed by the Dealership to any disputed information in his/her personnel record. If you have any questions regarding this policy, please contact the Department Manager.

## **Safety**

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among the Dealership's concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee is expected to assist the Dealership in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents, including those which do not involve serious injury and those involving customers, must be reported immediately to your supervisor. It is only through full knowledge of every accident that the Dealership can become a safer, healthier place to work for everyone.

## **Sales License**

All sales personnel must have valid sales licenses. If the license is expired, voided, or unattainable, the salesperson should notify the Sales Manager immediately and may not sell vehicles, until the salesperson obtains a valid license.

## **Scrap, Waste and Old Parts**

All unused containers, oil drums, batteries, radiators, bumpers, brake shoes, and other salvageable items are the property of the Dealership. Removing such items without authority shall be considered theft.

## **Searches and Inspections**

In order to protect the safety and property of all of our employees, the Dealership reserves the right to inspect employees' lockers, desks, cabinets, briefcases, backpacks, toolboxes, purses, personal computers, personal motor vehicles, and any other personal belongings brought onto Dealership property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action, up to and including termination of employment.

## **Tools**

Technicians supplying their own basic tools are asked to secure them by keeping their toolboxes locked when not in use. The Dealership's insurance may not cover the loss of your personal tools. The Dealership is not responsible for the safety and security of the personal tools you bring to work.

# **Technology and Information**

## **Mobile and Electronic Devices**

Excessive use of personal mobile or electronic devices (“mobile devices”) during the workday can interfere with employee productivity and be distracting to others. Employees are, therefore, prohibited from using mobile devices for personal purposes during working hours except in an emergency. Employees should ensure that friends and family members are aware of the Dealership’s policy.

Employees may not use a mobile device in a manner that violates our Policy Against Unlawful Harassment, Discrimination, and Retaliation, Equal Employment Opportunity Policy, or any other Dealership policies.

The Dealership will not be liable for the loss of mobile devices brought into the workplace.

### **Personal Use of Dealership-Provided Mobile Devices**

The Dealership may issue a Dealership-owned mobile device to an employee for work-related communications. These devices should be used in accordance with this policy. Employees will be held responsible for any charges incurred for an employee’s personal or unauthorized use of any Dealership-provided mobile devices.

### **Recording Devices**

Employees are prohibited from taking photographs or making audio or video recordings of our customers at any time. Employees are also prohibited from taking photographs or copying for their own use confidential business documents not related to employee wages or working conditions at any time. Employees who violate this policy are subject to disciplinary action, up to and including immediate termination of employment.

### **Safety Issues for Mobile Devices**

Employees are required to refrain from using mobile devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. You are not permitted to use any mobile device to write, send, or read any text-based message while driving, except through the use of hands-free voice command. Under no circumstances are employees allowed to place themselves or anyone else at risk to communicate via mobile devices.

Employees who are charged with traffic violations resulting from the use of mobile devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

## **Information Technology**

The following policy governs the use of all Dealership-owned computers, databases, and personal computers used for Dealership business, email and voice mail systems, and Internet access via Dealership computers and/or data lines, hereinafter referred to in this policy as “Dealership IT.” Personal computers used for Dealership business include laptops, tablets, or home computers that are connected with the Dealership’s network on a regular or intermittent basis.

The Dealership invests in information technology to facilitate the business of the Dealership. These tools are intended to assist employees with the execution of their job duties and must not be abused. Employees should not use or access Dealership IT in any manner that is contrary to this policy.

### **Dealership Property**

All Dealership IT is the Dealership’s property. All information that is temporarily or permanently stored, transmitted or received with the aid of Dealership IT remains the sole and exclusive property of the Dealership.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Dealership IT, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Dealership computers used for Dealership business that relates in any manner to the Dealership’s business is subject to monitoring by the Dealership, is the exclusive property of the Dealership and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on Dealership IT may not be used in any manner that violates this policy.

Upon termination of employment, employees are prohibited from removing any software, documents, or data from Dealership IT and must completely remove all data collected, downloaded, and/or created on non-Dealership computers used for Dealership business that relate in any manner to the Dealership’s business. Upon request of the Dealership, a terminating employee will provide proof that such data has been removed from all personal computers used for Dealership business.

### **Prohibited Use Under Any Circumstances**

It is not possible to identify every type of inappropriate or impermissible use of the Dealership’s IT. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to sex, race, religion, or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.

- Employees may not use Dealership IT in any way that violates the Dealership’s policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from communicating threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Employees may not use Dealership IT in any manner that violates the Dealership’s Rules of Conduct.
- Employees may not use Dealership IT in any manner that violates the Dealership’s Policy on Confidential and Trade-Secret Information.
- Employees may not use or allow another individual to use Dealership IT for any purpose that is competitive with the Dealership. All such access and use is unauthorized.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload, or copy software or other copyrighted or otherwise legally protected information through Dealership IT, email, or the Internet without prior authorization.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games utilizing Dealership IT.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through Dealership IT.

### **Prohibited Use During Working Time**

The following conduct is prohibited during an employee’s working time, which excludes time spent on an employee’s meal or rest break, or before or after an employee’s shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through Dealership IT.
- Employees may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data, and conversation programs including, but not limited to, messaging services, social media, or similar platforms, unless such activity is necessary for business purposes.

## **Unsolicited Email**

Abuse of email, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the Dealership's servers and network, and imposes significant monetary costs to filter and remove unsolicited emails from our system. To eliminate the receipt and transmission of unsolicited commercial email, the Dealership complies with the federal "CAN-SPAM" law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. You are responsible for complying with the federal Anti-Spam regulations and therefore you may not use Dealership IT to transmit unsolicited commercial email:

- Promoting the Dealership's business, goods, products, and services without prior authorization.
- Promoting your own personal business, goods, products, and services.
- To the Dealership's customers who have elected to "opt-out" of receiving the Dealership's electronic advertisements.
- That contains or is accompanied by maliciously false information.

In addition, to help the Dealership eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, you should delete unfamiliar or suspicious email from outside the Dealership without opening it.

## **Monitoring**

Employees should expect that all information created, transmitted, downloaded, received, or stored in Dealership IT may be accessed by the Dealership at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for Dealership computers or personal computers used for Dealership business to the Systems Administrator. Changing passwords or creating new passwords without notifying the Systems Administrator is strictly prohibited.

The Dealership's monitoring policy may include, but is not limited to, inspection of internet activity, e-mails sent or received, internal drives, external memory devices, and handheld devices; review of content passing through the Dealership's network, data lines, and other systems; and use of screen monitoring software.

## **System Integrity**

Because outside storage devices may compromise Dealership IT, employees are not permitted to use personal storage devices or copies of software or data in any form on any Dealership computer without first: (1) obtaining specific authorization from the Systems

Administrator, and (2) scanning the data for viruses or malware. Any employee who introduces a virus or malware into the Dealership's system via use of personal software or data will be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto Dealership IT.

### **Enforcement**

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

### **Fax Machines, Copiers, and Scanners**

Any non-business use of the Dealership's fax machines, copiers, and/or scanners must be approved by management. Employees are prohibited from using these machines for the purpose of scanning, transmitting, receiving, or copying materials which may be deemed offensive or insulting or in violation of the Dealership's policy against unlawful harassment. Any employee who receives such materials via fax transmission, the mail, email, or from any other source, should report the transmission immediately to the employee's immediate supervisor or the Department Manager.

### **Protection of the Dealership's Trade Secrets and Confidential Information**

In the course of your employment with the Dealership, you may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Dealership relating to the operation of the Dealership's business and its customers (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Dealership's Trade Secrets are: (1) not generally known to the public or to the Dealership's competitors; (2) were developed or compiled at significant expense by the Dealership over an extended period of time; and (3) are the subject of the Dealership's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Dealership, whether reduced to writing or in a form from which such information can be obtained, translated, or derived into reasonably usable form, that has been provided to employees during their employment with the Dealership and/or employees have gained access to while employed by the Dealership and/or were developed by employees in the course of their employment with the Dealership, that is

proprietary and confidential in nature.

As part of the consideration employees provide to the Dealership in exchange for your employment and continued employment with the Dealership, you agree and acknowledge that all Trade Secrets/Confidential Information developed, created or maintained by you remains at all times the sole property of the Dealership, and that if the Dealership's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Dealership and would give a competing business an unfair business advantage against the Dealership.

Employees are strictly prohibited, at all times during their employment with the Dealership, except with prior written approval of the Dealership's President, from forwarding from their Dealership email account to personal email account(s) any emails or documents containing any Trade Secrets/Confidential Information, as well as from copying, transferring or uploading to employee's personal cloud-based or online storage accounts (such as a personal Dropbox or Google Drive account) any documents containing any Trade Secrets/Confidential Information. Employees are also strictly prohibited, at all times during their employment with the Dealership, except with the express or implicit authorization of the Dealership, and then only for the sole benefit of the Dealership during the term of employment, from removing from the premises of the Dealership any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Trade Secrets/Confidential Information, including without limitations the same in electronic or digital form. Employees must not leave any of the Dealership's Trade Secrets/Confidential Information unattended in any area, whether on or off the Dealership's premises, where leaving such information unattended creates a risk that the information may be accessed or acquired by any individual who is not authorized to view or access the Trade Secrets/Confidential Information.

Employees must not, except as required in the conduct of the Dealership's business or as authorized in writing by the Dealership, disclose or use during the term of their employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents, and the like relating to the business of the Dealership you prepare, use, or come in contact remains the sole property of the Dealership and is not to be copied without written permission of the Dealership and is to be returned to the Dealership on termination of your employment, regardless of whether requested by the Dealership to do so at the time of your termination, or at the Dealership's request at any time.

## **Social Media**

This policy governs employee use of social media, including any tools used to share content and profiles, including but not limited to: social networking websites, apps, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Dealership respects the rights of all employees to use social media. However, because communications by Dealership employees on social media could, in certain situations, negatively impact business operations or create legal liability, it is necessary for the Dealership to provide these guidelines. These guidelines are intended to ensure employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with



the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

Employees engaging in use of social media are subject to all of the Dealership's policies and procedures, including, but not limited to, the Dealership's policies: (1) protecting trade secrets and confidential information related to the Dealership's operation; (2) safeguarding Dealership property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Dealership IT.

Employees are prohibited from the following:

- Disclosing on social media the Dealership's or any third party's Trade Secrets/Confidential Information (as defined above).
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers, or members of management that are obscene, physically threatening or intimidating, or otherwise constitute a violation of the Dealership's workplace policies against discrimination, retaliation, or harassment.
- Using social media to post or display content that is an intentional public attack on the Dealership's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Dealership's business and is unrelated to any employee concern involving the terms and conditions of employment.
- Disclosing or publishing on social media any promotional content about the Dealership or its products, unless authorized and approved by the Dealership.
- Using social media while on working time, unless authorized and approved by the Dealership.
- Posting a photograph of a vendor, supplier, or customer on social media without that individual's express permission.
- Misrepresenting on social media an employee's title or position with the Dealership.
- Using social media to violate other established Dealership policies or procedures.

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your immediate supervisor or the Department Manager.

Employees may not use Dealership-owned equipment, including Dealership information technology, Dealership-licensed software, or other electronic equipment, or facilities or Dealership time, to conduct personal blogging or social networking activities.

Employees should know that the Dealership has the right to and will monitor the use of its information technology, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by the Dealership at any time without prior notice.

**Social media account ownership:** To the extent employees are authorized as part of their job duties to use social media account(s) to advance the Dealership's interests, the Dealership, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

## **Unauthorized Interviews**

Employees should not speak to the media on the Dealership's behalf without contacting the General Manager or President. All media inquiries should be directed to them.

## **Changes in Status**

### **Changes in Personnel Records**

To keep your personnel records up to date and to ensure that the appropriate benefits are available to you, you are expected to notify the Dealership promptly of any change of name, address, phone number, number of dependents, or other applicable information.

### **Outside Inquiries Concerning Employees**

All inquiries concerning employees from outside sources, including requests for references, should be directed to the General Manager or the President. No employee information should be given by any other employee or manager to an outside source. The Dealership's policy as to references for employees who have left the Dealership is to disclose only the dates of employment and the title of the last position held. If an employee has authorized disclosure in writing, the Dealership will also provide information on the amount of salary or wage last earned.

### **Notice of Resignation**

In the event you choose to resign from your position, we ask that you provide at least two (2) weeks' written notice. You are responsible for returning Dealership property in your possession or for which you are responsible.

### **Exit Interview**

Any employee leaving the Dealership may be required to attend an exit interview conducted by the employee's immediate supervisor or the Department Manager. The purpose of the interview is to determine the reasons for separation and to resolve any questions of compensation, Dealership property or other matters related to the separation.

### **To Sum It All Up**

This handbook highlights your opportunities and responsibilities at the Dealership. By always keeping the contents of the handbook in mind, you should be successful and happy in your work here. Once again, welcome to our Dealership, and we look forward to working with you.

## EMPLOYEE ACKNOWLEDGMENT AND AGREEMENT

By signing below, I acknowledge that I have received a copy of the Fairway Chevrolet (“Dealership”) Employee Handbook and I will familiarize myself with its contents.

1. I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Dealership are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Dealership. Both I and the Dealership have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Dealership concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Dealership and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the President of the Dealership.

2. I further agree and acknowledge that the Dealership and I will utilize binding arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment, including but not limited to the termination of my employment and my compensation. The Dealership and I each specifically waive and relinquish our right to bring a claim against the other in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent me or the Dealership in a lawsuit against the other in a court of law. Both I and the Dealership agree that any claim, dispute, and/or controversy that I may have against Dealership (or its owners, directors, officers, managers, employees, or agents), or the Dealership may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (“FAA”), in conformity with the procedures of the Nevada Uniform Arbitration Act. The FAA applies to this agreement because the Dealership’s business involves interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, negligence, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for unemployment compensation benefits, claims for medical and disability benefits under the state workers’ compensation law, or as may otherwise be required by state or federal law. I and the Dealership acknowledge that by signing or refusing to sign this Agreement, I make no representation or demonstration of support or rejection of concerted activity. However, nothing herein shall prevent me from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission or the Nevada Equal Rights Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). **By this binding arbitration provision, both I and the Dealership give up our right to trial by jury of any claim I or the Dealership may have against each other.**

3. Unless I have exercised my right to opt out of the terms of this Paragraph as provided for herein, I agree that any claims brought under this binding arbitration Agreement shall be brought in the individual capacity of myself or the Dealership. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees or parties, or permit such claims or controversies to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the scope or enforceability of this Agreement shall be resolved by a court, not by the arbitrator. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class or collective basis. This agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act.

4. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired Nevada federal or state court judge, or an otherwise qualified individual to whom the parties mutually agree. All rules of pleading, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings under Nevada law shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings shall be protected by the absolute litigation privilege applicable under Nevada state law. The arbitrator's awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to notions of "just cause") other than such controlling law.

5. Due to the nature of the class action waiver, the Dealership has provided me with the ability to opt out of the class action waiver set forth in paragraph 3 above. Accordingly, I acknowledge and understand that my agreement to waive the right to pursue or participate in the consolidation or joinder of other claims or controversies involving any other employees or parties, or have such claims or controversies proceed on a class or collective action, is voluntary and that execution of such waiver is not a condition of employment. I understand I may elect to opt out of the class action waiver and retain any right I may have to bring an action on a class or collective basis by either sending an e-mail to payrollhelp@fairwaychevy.com, or by sending written correspondence, via certified mail, to Fairway Chevrolet, 3100 East Sahara Avenue, Las Vegas, Nevada 89104. To be effective, I must clearly and unambiguously indicate that I opt out of the 24class action waiver contained within this Agreement. Correspondence must be received within thirty days of execution of this Agreement and, if not, the parties agree that the class action waiver is binding. I understand that I will be reimbursed for costs associated with postage, if applicable. Requests for reimbursement for such costs shall be made to the General Manager by providing a receipt demonstrating costs incurred with the mailing.

6. If any portion of this Agreement is deemed invalid or unenforceable, it shall not invalidate the other provisions of this Agreement subject to this provision. If any portion of the Class-Collective Action Waiver is deemed invalid or unenforceable, and certain claims are determined not to be subject to the Class-Collective Action Waiver ("Exempt Claim" or "Exempt Claims"), then the parties shall proceed as follows: (i) the parties shall arbitrate on an individual

basis any non-Exempt Claim to the maximum extent permitted by law; and (ii) any party seeking to bring or maintain any Exempt Claim shall do so in court. Employee and Dealership agree that litigation of any Exempt Claim should be stayed pending final resolution of all non-Exempt Claims in arbitration so that litigation of the Exempt Claim(s) does not disrupt the arbitration proceedings or render them ineffective; no party shall oppose the other party's request for a stay. Under no circumstances shall this Agreement be construed to allow arbitration on a class, collective, representative or other similar basis.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.**

**I FURTHER UNDERSTAND AND AFFIRMATIVELY AGREE TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT AND I AGREE TO GIVE UP MY RIGHT TO HAVE ANY SUCH CLAIMS HEARD OR DECIDED BY A JURY, AND/OR ON A CLASS OR COLLECTIVE BASIS.**

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]