

**MARINA**

Auto Group



# Employee Handbook

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## Contents

WELCOME!	4
Mission	5
Introduction	5
<b>SECTION 100 REGULATORY POLICIES &amp; EMPLOYEE RELATIONS</b>	<b>6</b>
101 Nature of Employment	6
102 Equal Employment Opportunity (“EEO”)	7
103 Unlawful Discrimination, Harassment, & Retaliation	8
104 Disability Accommodation	10
105 Benefits Continuation (“COBRA”)	11
106 Family and Medical Leave Act (“FMLA”)	12
107 Immigration Law Compliance	19
108 Employee Relations	19
109 Social Security Number Privacy	20
110 Expressing of Breast Milk	21
<b>SECTION 200 EMPLOYMENT WITH THE COMPANY</b>	<b>22</b>
201 Employment Classifications & Categories	22
202 Employment Applications	24
203 Child Labor	24
204 Job Descriptions	25
205 Access to Employee Files	25
206 Personal Information Changes & Updates	26
207 Employment References	26
208 Performance Evaluations	26
209 Training	27
210 Licensing	27
211 Disciplinary Actions	28
212 Termination of Employment	28
<b>SECTION 300 EMPLOYEE CONDUCT</b>	<b>30</b>
301 Standards of Conduct	30
302 Business Ethics & Conduct	32
303 Contact with the Media	32
304 Conflict of Interest	33
305 Confidentiality	33
306 Outside Employment	34
307 Attendance & Punctuality	35

308	Personal Appearance & Uniforms .....	36
309	Smoking/Smokeless Tobacco .....	37
310	Solicitation, Distribution, & Posting.....	37
311	Company Property .....	37
312	Employee’s or Employee’s Family’s Vehicles .....	38
313	Vehicle Usage Policy .....	39
SECTION 400 PAY PRACTICES .....		41
401	Wages.....	41
402	Work Schedules & Timekeeping .....	42
403	Meal Breaks .....	43
404	Overtime .....	43
405	Paydays .....	44
406	Pay Increases.....	44
407	Payroll Corrections .....	44
408	Payroll Deductions and Garnishments .....	45
409	Expense Reimbursement.....	45
SECTION 500 EMPLOYEE BENEFITS.....		46
501	Basis for Benefits .....	46
502	Medical Insurance .....	47
503	Retirement Plan - 401(k).....	48
504	Life Insurance .....	48
505	Short-Term Disability Benefits (“DBL”).....	48
506	Pregnancy-Related Absences .....	49
507	Workers' Compensation Insurance.....	49
SECTION 600 TIME AWAY FROM WORK.....		50
601	Holidays .....	50
602	Paid Time Off (“PTO”).....	51
603	Time Off to Vote.....	52
604	Bereavement Leave.....	52
605	Jury Duty Leave .....	53
606	Military Leave & Military Spouse Leave .....	53
607	Blood Donor & Bone Marrow Donor Leave .....	54
SECTION 700 ELECTRONIC COMMUNICATIONS.....		55
701	Computer & E-mail Use .....	55
702	Internet Use.....	56
703	Blogging, Social Networking, & Other Social Media Use .....	58

704	Cell Phone/Smartphone/Other Electronic Device Use .....	60
705	Use of Telephones.....	61
SECTION 800 SAFETY AND SECURITY .....		62
801	Workplace Safety.....	62
802	Workplace Violence Prevention .....	63
803	Drug-Free Workplace Policy.....	64
804	Drug Testing .....	66
805	Employee Parking.....	66
Employee Acknowledgement Form – Employee Handbook.....		68
Acknowledgement Form – Drug-Free Workplace & Drug Testing .....		69
Employee Acknowledgement Form – Employee Handbook.....		70
Acknowledgement Form – Drug-Free Workplace & Drug Testing .....		71

## **WELCOME!**

On behalf of your colleagues, we welcome you to Marina Auto Group and wish you every success during your employment.

We believe that every employee contributes directly to our dealerships growth and success and we hope you will take pride in being a member of our team.

This handbook was developed to help you become familiar with our organization and outline the policies, programs, and benefits available to eligible employees. You should familiarize yourself with the contents of the employee handbook as soon as possible, as it will answer many questions you may have about employment with Marina Auto Group.

During the course of your employment with us it may be necessary to make changes to this handbook. We will inform you of any changes to policies or procedures. This handbook should not be construed as an employment contract. Continued employment is based on several factors including, but not limited to, merit, general business conditions, and the discretion of management.

We are pleased you have decided to work with us. We hope that your position here will be challenging, enjoyable, and rewarding.

Thank you,

John Gabriele  
Tony Gabriele  
Sonia Romaniti

## Mission

Mariana Auto Group is 100% committed to providing excellence in customer satisfaction by delivering the best product, services, and customer relationships in the new and used automotive industry.

Our Company culture is built on a philosophy to continually enhance our customer loyalty with trust, integrity, respect, and open communication.

Our pledge to all Marina Auto Group customers and employees is to honor our culture every day in order to ensure we are delivering the best product and services and presenting a cohesive teamwork environment for all.

## Introduction

This employee handbook will give you important information about working at Marina Auto Group. The policies in the handbook are intended to provide guidance as to much of what we expect of you, and what you may expect from Marina Auto Group. Therefore, it is important that you take time to read the employee handbook in its entirety. If you have questions or do not clearly understand any policy or policies please contact the Vice President for assistance and further explanation.

It is important to know that this employee handbook cannot cover every situation or answer every question about working here. Also, we may, from time to time, make changes to the handbook as our policies change. Subject to applicable local, state, and federal laws, Marina Auto Group management has the right, in its sole discretion to add new policies, change policies, or cancel policies at any time.

Employment at Marina Auto Group is voluntary and is “*at-will*.” “*At-will*” means that you are free to quit or resign at any time, with or without cause. Likewise, “*at-will*” means that Marina Auto Group may terminate your employment at any time, with or without cause or advance notice, for any lawful reason or for no reason, as long as the termination is not based on an unlawful reason.

We will attempt to provide you as much advance notice of any changes as soon as it is practicable. We reserve the right to require you to provide us with an acknowledgment of receipt of any new or revised policies.

Finally, you may notice that some statements and terms (such as the “*at-will*” employment statement) are repeated several times throughout the handbook. This is done intentionally to ensure each policy is clear now, if read by itself in the future, and to protect you and Marina Auto Group.

## **SECTION 100 REGULATORY POLICIES & EMPLOYEE RELATIONS**

This section of the employee handbook gives you important information about state and federal regulatory policies, as well as employee relations. It is important that you take the time to read this section in its entirety. This section of the employee handbook is not a contract of employment, or a legal document, and is subject to all applicable state and federal laws. If you have any questions or do not clearly understand any policy or policies, please contact the Vice President for assistance and further explanation.

It is important to know that this section of the employee handbook cannot cover every situation or answer every question about working at Marina Auto Group. Also, we may, from time-to-time, make changes to this section of the handbook as our policies change. Management has the right to add new policies, change policies, or cancel policies at any time. We will attempt to provide you as much advance notice of any such changes as soon as practicable. We reserve the right to require you to provide us with an acknowledgement of receipt of any new or revised policies.

All policies throughout this section are subject to applicable state and federal laws and regulations.

### **101 Nature of Employment**

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants and employees of the Marina Auto Group

**Policy:** Employment at Marina Auto Group is voluntary and is “*at-will*.” “*At-will*” means that you are free to quit or resign at any time, with or without cause. Likewise, “*at-will*” means that Marina Auto Group may terminate your employment at any time, with or without cause or advance notice, for any lawful reason or for no reason, as long as the termination is not based on an unlawful reason.

The policies in this handbook are not intended to create a contract and should not be construed to constitute contractual obligations of any kind, or a contract of employment between Marina Auto Group and any employee. The provisions in the handbook have been developed at the sole discretion of management and may be amended or cancelled at any time, at the sole discretion of management. We will attempt to provide you as much advance notice of any such changes as soon as it is practicable. We reserve the right to require you to provide us acknowledgment of receipt of any new or revised policies.

These provisions replace all other existing policies and practices and may not be changed or added to without the express written approval of the Board of Directors.

Our expectation is that each employee of at Marina Auto Group will provide courteous treatment in all customers relationships, will work in harmony with all co-workers, and will promote the success and goodwill of Marina Auto Group at all times. When working directly with our customers at Marina Auto Group employees should treat every customer with respect, maintain a positive and professional attitude, and ensure that our customers are satisfied. Employees should therefore refrain from yelling or swearing at, or insulting customers and similar behaviors. Employees who encounter difficulties with any customer are expected to consult with their Supervisor as to how best to handle the situation.

## 102 Equal Employment Opportunity (“EEO”)

**Effective Date:** November 1, 2015

**Revision Date:** August 1, 2016

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** Marina Auto Group provides equal employment opportunities (“EEO”) to all employees and applicants for employment without regard to race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, marital status, citizenship status, military/veteran status, criminal conviction status, predisposing genetic characteristics, participation in lawful activities outside the workplace, pregnancy, domestic violence victim status, familial status, political activities, or any other category protected by law. Marina Auto Group will not tolerate discrimination or harassment based on an employee’s membership in one or more of these protected categories, an employee’s known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by local, state, or federal law. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, discipline, termination, layoff, recall, transfer, compensation, access to benefits, and training.

Marina Auto Group expressly prohibits any form of unlawful discrimination, harassment, and retaliation based on race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, marital status, citizenship status, military/veteran status, criminal conviction status, predisposing genetic characteristics, participation in lawful activities outside the workplace, pregnancy, domestic violence victim status, familial status, political activities, or any other category protected by law. Marina Auto Group will not tolerate discrimination or harassment based on an employee’s membership in one or more of these protected categories, an employee’s known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by local, state, or federal law. Interference with the ability of employees at Marina Auto Group to perform their expected job duties is absolutely not tolerated. We will make reasonable accommodations for qualified individuals with known disabilities, unless making the reasonable accommodation would result in an undue hardship to Marina Auto Group. For more on [Disability Accommodation](#), see [policy 104](#).

If you have a question or concern about any type of discrimination, harassment, or retaliation at work, please discuss those questions with one of the contacts listed below:

- Sonia Romantini, Vice President (585) 671-3000 ext. 112 smarinadodgei@yahoo.com
- John Gabriele, President (585) 671-3000 ext. 114 marinadodge@yahoo.com
- driven HR, HR Consultant\* (585) 350-6402 hrassistance@drivenhr.com

\*driven HR provides Marina Auto Group with human resource-related services, including the intake of complaints regarding harassment, discrimination, and retaliations.

You will not be punished or retaliated against for asking questions or expressing concerns about these issues. Additionally, if we discover that anyone has been violating this policy, that person will be subject to appropriate disciplinary action up to and including termination of employment. For additional information on discrimination, harassment, and retaliation in the workplace please review [policy 103, Unlawful Discrimination, Harassment, & Retaliation](#).

If you have a comment or concern regarding equal employment opportunity, please contact the Vice President.

## 103 Unlawful Discrimination, Harassment, & Retaliation

**Effective Date:** November 1, 2015

**Revision Date:** August 1, 2016

**Application:** Applies to all applicants, employees, customers, vendors, and visitors of Marina Auto Group

**Policy:** Marina Auto Group expressly prohibits all forms of discrimination and harassment against employees based on race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, marital status, citizenship status, military/veteran status, criminal conviction status, predisposing genetic characteristics, participation in lawful activities outside the workplace, pregnancy, domestic violence victim status, familial status, political activities, or any other category protected by law. Marina Auto Group will not tolerate discrimination or harassment based on an employee's membership in one or more of these protected categories, an employee's known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by local, state, or federal law. Marina Auto Group will not tolerate prohibited behavior by anyone in the workplace, including applicants, employees, customers, vendors, or visitors.

Discrimination means any disparate or unequal treatment of an employee relating to an employee's privileges and terms and conditions of employment based on the employee being a member of any protected class either listed in the above paragraph or otherwise identified in any applicable federal, state or local employment laws. Harassment is a form of discrimination that violates New York State and federal anti-discrimination laws. Harassment is unwelcome conduct based on race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, marital status, citizenship status, military/veteran status, criminal conviction status, predisposing genetic characteristics, participation in lawful activities outside the workplace, pregnancy, domestic violence victim status, familial status, political activities, or any other category protected by law. Marina Auto Group will not tolerate discrimination or harassment based on an employee's membership in one or more of these protected categories, an employee's known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by local, state, or federal law. Harassment becomes unlawful where 1) tolerating the offensive conduct effectively becomes a condition of employment; and 2) the conduct is sufficiently severe or pervasive as to create an environment that a reasonable person would find intimidating, hostile, or abusive. Harassment may include without limitation slurs, vulgar language, innuendoes, jokes, pictures, insults, verbal or physical attacks or threats and unduly harsh treatment or other conduct that adversely impacts a person's ability to perform his/her job and/or adversely impacts his/her employment opportunities.

With regard to sexual harassment in particular, such harassment includes, but is not limited to, any unwelcome sexual advance or request for sexual favors, sexual innuendos, jokes of a sexual nature, and all other unwelcome conduct of a sexual nature or which is based on sex, especially where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment;
- Such conduct interferes with an employee's work performance or has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

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## 103 Unlawful Discrimination, Harassment, & Retaliation – Continued

Each employee is responsible for maintaining an atmosphere free of discrimination and harassment, respecting the rights of every co-worker, and complying with this policy. Conduct prohibited by this policy is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and business-related social events.

### Non-Employees

Employees are also prohibited from engaging in any discriminatory or harassing conduct, as prohibited in this policy, toward any non-employee with whom they come into contact during the course of their employment. Also, non-employees are prohibited from engaging in any discriminatory or harassing conduct, as prohibited in this policy, toward any employee, customer, or contractor in the course of their dealings with Marina Auto Group.

### Complaint Procedure

Any employee who believes that s/he has been subjected to any job-related discrimination or harassment prohibited under this policy should promptly report the alleged conduct to one (1) or more of the following contacts:

- Sonia Romantini, Vice President (585) 671-3000 ext. 112 srmarinadodgei@yahoo.com
- John Gabriele, President (585) 671-3000 ext. 114 marinadodge@yahoo.com
- driven HR, HR Consultant\* (585) 350-6402 hrassistance@drivenhr.com

\*driven HR provides Marina Auto Group with human resource-related services, including the intake of complaints regarding harassment, discrimination, and retaliation.

Any of the listed contacts to whom the report is made will take appropriate action to see that an appropriate measures, which, if warranted, may include without limitation undertaking and completing a fair and impartial investigation as soon as possible. If the contact to whom you report the alleged conduct does not take appropriate action to see that an investigation is undertaken promptly you should report the alleged conduct to one of the other listed contacts. **Reports or complaints of alleged unlawful discrimination and/or harassment made to anyone other than the contacts designated in this policy to receive them, does not satisfy the complaint procedure of this policy.** Nothing in this policy prevents an employee from asking a person to stop the conduct that the employee finds objectionable.

### Confidentiality and Retaliation

Marina Auto Group has a compelling interest in protecting the integrity of its investigations. We strive to protect witnesses from harassment, intimidation, retaliation, prevent evidence from being destroyed, ensure that testimony is not fabricated, and to prevent a cover-up. To that end, we may decide in some circumstances that in order to achieve these objectives, we must maintain the investigation and your role in it in strict confidence. If you are participating in an investigation that we determine requires this confidentiality, we will in turn require you not to discuss the investigation or any allegations until the conclusion of the investigation. We will notify you of any such requirement if we should feel that the case warrants one. If Marina Auto Group reasonably imposes such a requirement and as an employee you do not maintain such confidentiality, you may be subject to disciplinary action up to and including termination of employment.

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## 103 Unlawful Discrimination, Harassment, & Retaliation – Continued

State and federal law prohibits any adverse treatment directed at an employee as retaliation for reporting suspected discrimination or harassment, for filing a complaint alleging such conduct with Marina Auto Group or any government agency, or testifying, assisting or participating in any way in an investigation of such a complaint, or opposing any employment practices that s/he reasonably believes are in violation of state and federal anti-discrimination laws. Marina Auto Group will undertake all measures within its control to ensure that no employee is retaliated against in violation of the law for exercising his or her rights. If you believe you have been retaliated against, you should follow the complaint procedures set forth above.

### Corrective Remedies and Disciplinary Action

Upon receiving a complaint, Marina Auto Group will investigate the complaint and take prompt and appropriate corrective action—where warranted—to stop the prohibited conduct, correct its effects, and prevent its reoccurrence. When and where warranted, appropriate disciplinary action will also be taken against the offender, based on the severity of the conduct, up to and including termination of employment. When appropriate, the employee making the complaint will be informed of the actions taken in the matter.

### Management Responsibility

Any member of management who is aware of any conduct that may violate this policy must report it pursuant to this policy using the complaint procedures set forth above.

## 104 Disability Accommodation

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** Marina Auto Group is committed to complying fully with the Americans with Disabilities Act (“ADA”), the Amendments Act of 2009 (“ADAAA”), and the New York State Human Rights law (“NYSHRL”). We are also committed to ensuring equal opportunity in employment for qualified persons with disabilities. We conduct all our employment practices and activities on a non-discriminatory basis.

Our hiring procedures provide meaningful employment opportunities for persons with disabilities. We only make pre-employment inquiries regarding an applicant's ability to perform the duties of the job. Also, we keep confidential medical records separate from other personnel files.

We make our employment decisions based on the merits of the situation and in accordance with lawfully-defined criteria, not the disability of an individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as job assignments, training, classification, corporate structure, position descriptions, lines of progression, and seniority lists.

Marina Auto Group is also committed to not discriminating against any qualified applicant or employee because the person is related to, or associated with a person with a disability. Marina Auto Group will follow any local and/or state statutes which give more protection to a person with a disability than is provided by the ADA, the ADAAA, and the NYSHRL.

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## 104 Disability Accommodation - Continued

Marina Auto Group is committed to taking all other actions that are necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA, the ADAAA, the NYSHRL and any other applicable local, state, and federal laws.

Reasonable accommodation is available to an employee with a disability when the disability affects the performance of job functions, to the extent such accommodations do not present an undue burden to Marina Auto Group. An applicant or employee in need of an accommodation is responsible for notifying the Vice President, preferably in writing. In some circumstances Marina Auto Group may need the applicant or employee's permission to contact his/her physician to obtain additional information regarding the accommodation request. Marina Auto Group will work with the affected applicant or employee to make an appropriate reasonable accommodation available, whenever feasible.

## 105 Benefits Continuation ("COBRA")

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** The federal Consolidated Omnibus Budget Reconciliation Act ("COBRA") and New York State "Mini-COBRA" regulations help employees and their dependents to continue their medical insurance even if they are no longer eligible under our health plan.

There are strict rules about when you can use COBRA or "Mini-COBRA." These regulations allow an eligible employee and his/her dependents to choose to continue their medical insurance when a "qualifying event" happens. Qualifying events include the employee's resignation, termination, leave of absence, shortened work hours, divorce, legal separation, or death. Another qualifying event is when a dependent child is no longer eligible for coverage under the employee's medical insurance.

If you continue your insurance under New York State law, you will pay the full cost of the insurance at our group rates plus an administration fee of up to 2% for up to thirty-six (36) months. Employees enrolling in our medical insurance plan receive a written notice describing their Mini-COBRA rights. Because the notice contains important information about Mini-COBRA rights and what to do if Mini-COBRA is needed, it should be read carefully.

## 106 Family and Medical Leave Act (“FMLA”)

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all eligible employees of Marina Auto Group

**Policy:** The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact the Vice President in writing.

### General Provisions

Under this policy, the Company will grant up to twelve (12) weeks (or up to twenty-six (26) weeks of military caregiver leave to care for a covered service member or covered veteran with a serious injury or illness) during a twelve (12) month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

### Eligibility

To qualify for leave under this policy, the employee must meet all of the following conditions:

- a.) The employee must have worked for the Company for at least twelve (12) months or fifty-two (52) weeks. The twelve (12) months or fifty-two (52) weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven (7) years. Separate periods of employment will be counted if the break in service exceeds seven (7) years due to National Guard or Reserve military service obligations or when there is a written agreement stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week;
- b.) The employee must have worked at least one-thousand two-hundred and fifty (1,250) hours during the twelve (12) month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (“FLSA”) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the one-thousand two-hundred and fifty (1,250) hours eligibility test for an employee under FMLA, unless the employee is on USERRA-covered military leave; and
- c.) The employee must work in a worksite where fifty (50) or more employees are employed by the Company within seventy-five (75) miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

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## 106 Family and Medical Leave Act (“FMLA”) – Continued

### Type of Leave Covered

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- a) The birth of a child and in order to care for that child;
- b) The placement of a child for adoption or foster care and to care for the newly placed child;
- c) To care for a spouse, child, or parent with a serious health condition (described below); or
- d) The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires in-patient service at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such in-patient service or a condition that requires continuing care by a licensed health care provider. This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three (3) consecutive days of incapacity with the first visit to the health care provider within seven (7) days of the onset of the incapacity and a second visit within thirty (30) days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

For covered veterans, a serious injury or illness means an injury or illness that was incurred by the covered veteran in the line of duty on covered active duty in the Armed Forces or that existed before the veteran's covered active duty and was aggravated by service in the line of duty on covered active duty, and that is either:

1. A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the covered servicemember's office, grade, rank, or rating;
2. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty (50) percent or greater, and the need for military caregiver leave is related to that condition;
3. A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or
4. An injury that is the basis for the veteran's enrollment in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

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## 106 Family and Medical Leave Act (“FMLA”) – Continued

Employees with questions about what illnesses are covered under this FMLA policy are encouraged to consult with the Company’s Vice President.

If an employee takes paid time off for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Company may designate all or some portion of the related leave as leave taken under this policy, to the extent that the earlier leave meets the necessary qualifications.

e) Qualifying exigency leave for families of members of the Regular Armed Forces, National Guard and Reserves when the covered servicemember is on covered active duty or called to covered active duty in support of a contingency operation.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active duty or who is already on covered active duty may take up to twelve (12) weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment; 2) military events and activities; 3) child care and school activities; 4) financial and legal arrangements; 5) parental care leave for covered servicemember’s parent who is incapable of self-care; 6) post-deployment activities; and 7) additional activities that arise out of covered active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave. Employees may take up to fifteen (15) days of qualifying exigency leave related to a covered servicemember’s Rest and Recuperation.

The leave may commence as soon as the individual receives the call-up notice. Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor. This type of leave would be counted toward the employee's twelve (12) week maximum of FMLA leave in a twelve (12) month period.

f) Military caregiver leave (also known as covered servicemember leave) is to care for an ill or injured servicemember.

This leave may extend to up to twenty-six (26) weeks in a single twelve (12) month period for an employee to care for a spouse, son, daughter, parent or next of kin covered servicemember with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering servicemember.

### Amount of Leave

An eligible employee can take up to twelve (12) weeks for the FMLA circumstances as described above (a) through (e) under this policy during any twelve (12) month period. The Company will measure the twelve (12) month period as a rolling calendar year, looking back. Each time an employee takes leave, the Company will compute the amount of leave the employee has taken under this policy in the last twelve (12) months and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

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## 106 Family and Medical Leave Act (“FMLA”) – Continued

An eligible employee can take up to twenty-six (26) weeks for the FMLA circumstance as described above in section (f) military caregiver leave, during a single twelve (12) month period. For this military caregiver leave, the Company will measure the twelve (12) month period as a rolling twelve (12) month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of twenty-six (26) weeks available. This provision will not entitle an employee for any more than a total of twelve (12) weeks of leave in the rolling twelve (12) month period for any non-military caregiver leave in circumstances described above in sections (1) through (5).

If a husband and wife both work for the Company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent “in-law”) with a serious health condition, the husband and wife may only take a combined total of twelve (12) weeks of leave. If a husband and wife both work for Marina Auto Group and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of twenty-six (26) weeks of leave.

### Employee Status and Benefits during Leave

While on leave under this policy, the Company will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to work without leave.

If the employee chooses not to return to work, for reasons other than the employee’s continued serious health condition, that of the employee's qualified family member, or a circumstance beyond the employee's control, the employee may be required to reimburse the employer’s cost for the employee's health insurance premium during the leave period.

While on paid leave, the Company will continue to make payroll deductions to collect the employee's share of the health insurance premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received at Marina Auto Group, 943 Ridge Rd, Webster, NY 14580 by the last day of each month. If the payment is more than thirty (30) days late, the employee's health care coverage may be dropped for the duration of the leave. The Company will provide fifteen (15) days notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the Company will continue making payroll deductions while the employee is on paid leave. While on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums if applicable, or the Company may elect to maintain such benefits during the leave and pay the employer’s share of the premium. If the employee does not continue these payments, the Company may discontinue coverage during the leave. If coverage is maintained, the Company may recover the employee's share of any premiums, whether or not the employee returns to work.

### Employee Status after Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (“FFD”) clearance from a health care provider. This requirement will be included in the Company’s response to the leave request. Generally, an employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same, or one which is virtually identical in terms of pay, benefits, and working conditions.

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## 106 Family and Medical Leave Act (“FMLA”) – Continued

The Company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

### Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid time off prior to being eligible for unpaid leave. Paid time off (“PTO”) may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established PTO leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if an employer provides six (6) weeks of pregnancy disability leave, the six (6) weeks will be designated as FMLA leave and counted toward the employee's twelve (12) week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the twelve (12) week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all PTO prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all PTO prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all PTO (as long as the reason for the absence is covered by the Company's PTO policy) prior to being eligible for unpaid leave.

### Intermittent Leave or a Reduced Work Schedule

The employee, under appropriate circumstances, may take FMLA leave in twelve (12) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hours schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks (or twenty-six (26) workweeks to care for an injured or ill service member in a twelve (12) month period).

The Company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care. Once the employee is ready to resume full-time employment, s/he will have the same reinstatement rights under the FMLA as other employees returning from such leave.

For the birth, adoption or foster care of a child, the Company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour's schedule. Leave for birth, adoption or foster care of a child must be taken within one (1) year of the birth or placement of the child.

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## **106 Family and Medical Leave Act (“FMLA”) – Continued**

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the Company before taking intermittent leave or working a reduced hour’s schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

### **Certification for the Employee's Serious Health Condition**

The Company will require certification for leave taken for the employee's serious health condition. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of the leave.

The Company may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, a Human Resources professional, leave administrator, or management official. The Company will not use the employee's direct Supervisor for this contact. Before the Company makes this direct contact with the healthcare provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the Company will obtain the employee's permission for clarification of individually identifiable health information.

The Company has the right to ask for a second opinion if there is reason to doubt the certification. The Company will pay for the employee to get a certification from a second health care provider, which the Company will select. The Company may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the Company will require the opinion of a third health care provider. The Company and the employee will mutually select the third health care provider, and the Company will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under this leave policy pending the second and/or third opinion.

### **Certification of Qualifying Exigency for Military Family Leave**

The Company will require certification for the qualifying exigency for military family leave. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave.

### **Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave**

The Company will require certification for the serious injury or illness of a covered servicemember. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of leave.

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## **106 Family and Medical Leave Act (“FMLA”) – Continued**

### **Recertification**

The Company may request recertification for a serious health condition of an employee or the employee's family member no more frequently than every thirty (30) days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the Company may request recertification for the serious health condition of the employee or the employee's family member every six (6) months in connection with an FMLA absence. The Company may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

### **Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for leave to the Vice President by contacting Sonia Romantini at (585) 671-3000 x 112. Within five (5) business days after the employee has provided this notice, the Vice President will complete and provide the employee with the Notice of Eligibility and Rights.

When the need for their leave is foreseeable, the employee must provide the employer with at least thirty (30) days' notice. When an employee becomes aware of a need for FMLA leave less than thirty (30) days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the Company usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

### **Designation of FMLA Leave**

Within (5) five business days after the employee has submitted the appropriate certification form, the Company Vice President will complete and provide the employee with a written response to the employee's request for FMLA leave using the Designation Notice.

### **Intent to Return to Work from FMLA Leave**

On a basis that does not discriminate against employees on FMLA leave; the Company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## 107 Immigration Law Compliance

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** Marina Auto Group is committed to employing only people who are eligible and authorized to work in the United States. We do not discriminate because of a person's citizenship or national origin.

Compliance with the Immigration Reform and Control Act of 1986 (“IRCA”) requires every new employee to complete the Employment Eligibility Verification Form I-9, and show documents that prove identity and employment eligibility, within three (3) business days of beginning work with us. If the required documentation is not presented to an authorized representative of Marina Auto Group within the first three (3) business days of employment, disciplinary action will be taken, up to and including immediate termination of employment. Employees who leave Marina Auto Group and are rehired may be required complete a new Form I-9 and supply the required documents.

If you have questions, or want information on the immigration laws, please contact the Vice President. You will not be retaliated against or punished in any way for asking questions, or expressing an opinion or complaint regarding the immigration law.

## 108 Employee Relations

**Effective Date:** November 1, 2015

**Revision Date:** August 1, 2016

**Application:** Applies to all employees of Marina Auto Group

**Policy:** We believe that the working conditions, wages, and benefits we offer to Marina Auto Group employees are fair and competitive. If you have concerns about working conditions or compensation, we strongly encourage you to express your concerns openly and directly to management.

Our experience has shown that employees dealing openly and directly with management results in an excellent work environment, clear communications, and positive attitudes. We believe that Marina Auto Group fully demonstrates its commitment to employees by responding effectively to employee concerns. Management is responsible for settling employee concerns fairly and as quickly as feasible. If you do not believe your concerns have been handled to your satisfaction, please contact the Vice President or a member of senior management to discuss the issue.

Management’s commitment to the success of our employees and the Company is evident as we:

- Maintain a genuine concern about each employee's health, welfare, and safety;
- Strive to remain a financially secure Company and provide fair wages to our employees; and
- Establish clear guidelines for performance and conduct and treat employees with respect and fairness.

*-Continued on the next page-*

## 108 Employee Relations - Continued

If you do not believe we are meeting our commitment, please express your concerns to us. Your feedback is welcome and appreciated and you will not be disciplined or retaliated against for speaking out. If you have a comment or concern, please contact one (1) or more of the following individuals:

- Sonia Romantini, Vice President (585) 671-3000 ext. 112 srmarinadodgei@yahoo.com
- John Gabriele, President (585) 671-3000 ext. 114 marinadodge@yahoo.com
- driven HR, HR Consultant\* (585) 350-6402 hrassistance@drivenhr.com

\*driven HR provides Marina Auto Group with human resource-related services, including the intake of complaints regarding harassment, discrimination, and retaliation.

## 109 Social Security Number Privacy

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** To protect applicants and employees' personal information, Marina Auto Group prohibits the use of Social Security numbers for identification purposes, except as allowed by law.

Marina Auto Group will not:

- Publicly post, display, or intentionally communicate to the public any Social Security number or other personal identifying information, including the individual's home address, telephone number, personal e-mail address, Internet user name(s) or password(s), maiden name, or driver's license number;
- Print a Social Security number on any card required for employee access or identification;
- Require an applicant or employee to transmit his/her Social Security number over the Internet, unless the connection is secure, or the Social Security number is encrypted;
- Require an employee to use his/her Social Security number to access an Internet website, unless a password, unique personal identification number, or other authentication device is also required to access the Internet website; or
- Print an employee's Social Security number on materials that are mailed to the employee, unless state and/or federal law requires the Social Security number to be on the document to be mailed.

Social Security numbers may be included in applications and forms sent by mail, including, (i) documents sent as part of an application or enrollment process; (ii) to establish, amend, or terminate an account, contract, or policy; or (iii) to confirm the accuracy of the Social Security number.

In instances where the use of an employee's Social Security number is inconsistent with this policy, Marina Auto Group will immediately discontinue using that employee's Social Security number. Marina Auto Group will continue to collect, use, or release Social Security numbers as required by state and/or federal law, and may use them for internal verification or administrative purposes.

Employees with questions about this policy should contact the Vice President.

## 110 Expressing of Breast Milk

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all lactating employees of Marina Auto Group

**Policy:** Marina Auto Group will provide unpaid break time of no less than twenty (20) minutes, at least once every three (3) hours, or as needed, depending on the mother's physical needs, in order for the employee to express breast milk for her nursing child. The employee may also take shorter breaks for this purpose. The employee may make up the amount of time used during these breaks at the beginning or end of her workday, as long as the additional time falls within normal hours of operation.

Marina Auto Group will also make a reasonable effort to provide a room or other location, near the employee's work area, where the employee can express breast milk in privacy.

## **SECTION 200      EMPLOYMENT WITH THE COMPANY**

This section of the employee handbook gives you important information about your employment with the Company. It is important that you take the time to read this section in its entirety. This section of the employee handbook is not a contract of employment, or a legal document, and is subject to all applicable state and federal laws. If you have any questions or do not clearly understand any policy or policies please contact the Vice President for assistance and further explanation.

It is important to know that this section of the employee handbook cannot cover every situation or answer every question about working at Marina Auto Group. Also, we may, from time-to-time, make changes to this section of the handbook as our policies change. Management has the right to add new policies, change policies, or cancel policies at any time. We will attempt to provide you as much advance notice of any such changes as soon as practicable. We reserve the right to require you to provide us with an acknowledgement of receipt of any new or revised policies.

All policies throughout this section are subject to applicable state and federal laws and regulations.

### **201 Employment Classifications & Categories**

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** It is important that you understand the definitions of the employment classifications at Marina Auto Group and know your classification. Your employment classification helps determine your employment status and what benefits you may be eligible for. If you have questions, or are not sure what your employment classification is, see the Vice President.

These employment classifications do not guarantee employment or any specific position with Marina Auto Group for any specific period of time. You became an employee at Marina Auto Group voluntarily and your employment is “*at-will*.” “*At-will*” means that you are free to quit or resign at any time, with or without cause. Likewise, “*at-will*” means that Marina Auto Group may terminate your employment at any time, with or without cause or advance notice, for any lawful reason or for no reason, as long as the termination is not based on an unlawful reason.

Depending on your job, you are either non-exempt or exempt from state and federal wage and hour laws. If you are a nonexempt employee, you are entitled to overtime pay under the specific provisions of state and federal laws. If you are an exempt employee, you are excluded from specific provisions of those same laws. Your exempt or non-exempt classification may be changed only with written notification by management.

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## 201 Employment Classifications & Categories – Continued

The following description comes from the federal Department of Labor web site regarding employment classification:

*Section 13(a)(1) of the FLSA (“Fair Labor Standards Act”) provides an exemption from both minimum wage and overtime pay for employees employed as bona fide executive, administrative, professional and outside sales employees. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer employees. To qualify for exemption, employees generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than [the minimum salary threshold set forth in 29 CFR Part 541]. Job titles do not determine exempt status. In order for an exemption to apply, an employee’s specific job duties and salary must meet all the requirements of the Department’s regulations.*

All employees who do not meet the requirements for an exemption from the “Fair Pay” regulations are classified as non-exempt and will be paid overtime for all time worked in excess of forty (40) hours in a workweek. Marina Auto Group will follow the state or federal regulation(s) which provide the greatest benefit to the employee regarding minimum wage, exempt/non-exempt status, and overtime. Non-exempt employees may not work in excess of forty (40) hours in any given week without obtaining written consent from either your Supervisor or a member of the Board of Directors. Any Marina Auto Group employee who works in excess of forty (40) hours in any given week without prior written approval from his or her Supervisor may be subject to discipline up to an including termination of employment.

In addition, being a NON-EXEMPT or EXEMPT employee, you also belong to one of the following employment categories:

**FULL-TIME** You are a regular full-time employee if you are regularly scheduled to work thirty (30) or more hours per week. Regular full-time employees receive all legally mandated benefits, such as Social Security and workers’ compensation insurance. In addition, regular full-time employees are eligible for Marina Auto Group benefit programs, subject to the terms, conditions, and limitations of each benefit program.

**PART-TIME** You are a regular part-time employee if you are not in a temporary status AND you are regularly scheduled to work less than thirty (30) hours per week. Regular part-time employees receive all legally mandated benefits, such as Social Security and workers’ compensation insurance. In addition, regular part-time employees are eligible for Marina Auto Group benefit programs, subject to the terms, conditions, and limitations of each benefit program.

Changes in your employment status (for example, part-time to full-time) can only be made with written approval by management.

For clarification of these employment categories, please contact the Vice President.

## 202 Employment Applications

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** Every applicant for employment with Marina Auto Group is required to complete an employment application. Because we rely on the accuracy of the information provided on the employment application, we expect the applicant and his/her references to give accurate and true information during the hiring process. We also expect that individuals will continue to provide accurate and truthful information during employment. If we find that any information is misleading, false, or was left off the application intentionally, we may reject an applicant from further consideration. If the individual has already been hired, it may result in disciplinary action up to and including immediate termination of employment.

## 203 Child Labor

**Effective Date:** November 1, 2015

**Revision Date:** August 1, 2016

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** Marina Auto Group is committed to strict compliance with New York State Labor Standards and federal Labor Laws governing the employment of minors under the age of eighteen (18).

Any employee with questions or concerns regarding the employment of a minor at Marina Auto Group, or who believes Marina Auto Group has violated this policy, should promptly report the alleged conduct to one (1) or more of the following contacts:

- Sonia Romantini, Vice President (585) 671-3000 ext. 112 srmarinadodgei@yahoo.com
- John Gabriele, President (585) 671-3000 ext. 114 marinadodge@yahoo.com
- driven HR, HR Consultant\* (585) 350-6402 hrassistance@drivenhr.com

\*driven HR provides Marina Auto Group with human resource-related services, including the intake of complaints regarding harassment, discrimination, and retaliation.

Marina Auto Group will not retaliate against any employee based on his or her good faith action of reporting, raising any questions about, cooperating in the investigations of, or testifying in a legal proceeding regarding the employment of minors.

## 204 Job Descriptions

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** We try to have accurate job descriptions for all jobs at Marina Auto Group. A job description may include the following sections: job information, job summary (giving a general overview of the job's purpose), essential duties and responsibilities, Supervisory responsibilities (if appropriate), qualifications, physical demands, and work environment.

We use the job descriptions to help new employees understand their jobs and responsibilities. We also use job descriptions to identify the requirements of a job, set hiring criteria, set standards for employee performance, and establish a basis for making reasonable accommodations for individuals with disabilities.

A new job description is prepared when a new job is created. We also periodically review existing job descriptions and change them when necessary.

Your job description does not necessarily cover every task or duty that you may be assigned. You may be assigned additional responsibilities as needed. If you have questions or concerns about your job description, contact the Vice President.

## 205 Access to Employee Files

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group keeps confidential files on all employees as required by law. Each employee's file includes his or her job application and related hiring documents, training records, performance documentation, compensation history, and other applicable employment records.

Employee files are the property of Marina Auto Group, as such employees will not have access to their file, unless required by state or federal law. Because employee files contain confidential information, only members of management with a legitimate business reason, and others with a legitimate need-to-know, are allowed access.

## 206 Personal Information Changes & Updates

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** It is important that we have certain personal information about you in our records. Please notify Marina Auto Group as soon as there is a change to your mailing address, telephone numbers, marital status, dependents' information for benefits consideration, and other relevant information.

We also need to have information about who to contact in case of an emergency. Please be sure the person you list is aware that they are an emergency contact.

All requests to change personal information must be made in writing to the Vice President.

## 207 Employment References

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees and former employees of Marina Auto Group

**Policy:** Marina Auto Group responds to reference check inquiries from other employers including only dates of employment and positions held. All requests to verify salary data must be accompanied by a signed release from the employee. All requests for references should be directed to the Vice President. No other employees are allowed to provide employment references.

## 208 Performance Evaluations

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** We encourage you to discuss job performance on an informal basis with your Supervisor whenever you feel it is appropriate. In addition, your Supervisor may discuss your performance or make suggestions to identify and correct weaknesses, and to encourage and recognize your strengths.

Marina Auto Group will also ensure that you and your Supervisor have scheduled formal performance evaluations. These discussions give you both the opportunity to talk about job responsibilities and goals, encourage and recognize strengths, identify and correct areas requiring improvement, develop plans for handling any obstacles, and set goals for growth.

There are several factors used in the performance evaluation process. Your Supervisor or the Vice President can provide more information regarding this process. Formal performance evaluations are conducted periodically throughout the course of your employment.

## 209 Training

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** You may be required to complete training from time to time, which may include new employee orientation or training, safety training, new product/service training, continuing education, or other training related to your work performance and/or safety. Training may occur online, at the office, or at an off-site location. Training will be conducted during regular working hours whenever possible.

The Company may pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training they have received.

Time spent in work-related training or education will be paid in the workweek(s) in which you attend the session(s), and is generally considered time worked for the calculation of overtime for non-exempt employees.

If you have any questions regarding training, please see the Vice President.

## 210 Licensing

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Employees whose positions require them to be licensed must maintain, current, valid licenses and are responsible for ensuring that their licenses are in compliance with all applicable laws and regulations at all times.

Employees must report any issues, events, or circumstances that could affect the status of their professional license.

Employees must provide the Vice President with a copy of any licenses, certifications, or registration renewals upon request.

## 211 Disciplinary Actions

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** The main reason for a disciplinary action is to correct a problem, prevent it from happening again, and prepare an employee for satisfactory performance in the future.

Marina Auto Group reminds you that you are an employee “*at-will*.” “*At-will*” means that you are free to quit or resign at any time, with or without cause. Likewise, “*at-will*” means that Marina Auto Group may terminate your employment at any time, with or without cause or advance notice, for any lawful reason or for no reason, as long as the termination is not based on an unlawful reason.

Examples of disciplinary actions may include, without limitation: verbal warnings, written warnings, performance improvement plans, suspension without pay, and termination of employment. *Marina Auto Group may use disciplinary action at its sole discretion and Marina Auto Group reserves the right to repeat and/or bypass one or more, or all of the disciplinary actions in this policy at its sole discretion.*

By using disciplinary actions when deemed appropriate, we hope many employee problems can be corrected at an early stage, benefiting both the employee and Marina Auto Group.

## 212 Termination of Employment

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** There are many reasons why employment may end, including:

- Resignation - voluntary employment termination initiated by an employee;
- Discharge/Layoff - involuntary employment termination by the Company; or
- Pre-Determined - employment termination pre-determined at the time of hire, such as with seasonal employees.

You became an employee at Marina Auto Group voluntarily and your employment is “*at-will*.” “*At-will*” means that you are free to quit or resign at any time, with or without cause. Likewise, “*at-will*” means that Marina Auto Group may terminate your employment at any time, with or without cause or advance notice, for any lawful reason or for no reason, as long as the termination is not based on an unlawful reason.

Resignation means that you voluntarily terminate (quit) your employment at Marina Auto Group. If you decide to resign, we would like you to tell us in writing at least two (2) weeks before the date you will leave. Although advance notice is not required, you will be helping your co-workers because there will be more time to reassign work and replace your position, if necessary.

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## 212 Termination of Employment - Continued

Employees may be asked to complete an exit interview and are expected to return this employee handbook and all other Marina Auto Group property prior to leaving.

Subject to FMLA, ADA, and state family medical and disability leave laws, if applicable, Marina Auto Group reserves the right to deem failure to report to work for two (2) *consecutive* workdays without notifying Marina Auto Group to be considered a voluntary resignation. In addition, as indicated in [policy 307, Attendance and Punctuality](#), subject to applicable federal and state medical and disability leave laws, if you are absent for two (2) or more days within a ninety (90) day period without providing proper notification to Marina Auto Group, regardless of whether the absences are on consecutive workdays, Marina Auto Group reserves the right to consider such absences a voluntary resignation of your employment.

Marina Auto Group takes the responsibility of providing unemployment insurance to our employees seriously. Therefore, we will follow all applicable laws regarding this statutory benefit. As such, we may take every measure available to contest the payment of benefits to any former employee we believe is not eligible under the law.

When your employment is terminated you will receive your final pay as required by state laws. Employees will receive payout of their accrued, unused paid time off (PTO) balance at with their final paycheck.

## **SECTION 300     EMPLOYEE CONDUCT**

This section of the employee handbook gives you important information about the conduct that is expected of you while working for the Company. It is important that you take the time to read this section in its entirety. This section of the employee handbook is not a contract of employment, or a legal document, and is subject to all applicable state and federal laws. If you have any questions or do not clearly understand any policy or policies, please contact the Vice President for assistance and further explanation.

It is important to know that this section of the employee handbook cannot cover every situation or answer every question about working at Marina Auto Group. Also, we may, from time-to-time, make changes to this section of the handbook as our policies change. Management has the right to add new policies, change policies, or cancel policies at any time. We will attempt to provide you as much advance notice of any such changes as soon as practicable. We reserve the right to require you to provide us with an acknowledgement of receipt of any new or revised policies.

All policies throughout this section are subject to applicable state and federal laws and regulations.

### **301 Standards of Conduct**

**Effective Date:** November 1, 2015

**Revision Date:** July 1, 2016

**Application:** Applies to all employees of Marina Auto Group

**Policy:** We expect you to follow certain Company rules and conduct yourself in ways that protect the interests and safety of all employees and Marina Auto Group. While it is impossible to list every action that is unacceptable conduct, the following is a list of examples. Employees who break Company rules such as these may be subject to disciplinary action up to and including immediate termination of employment:

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs in violation of the Company's [Drug-Free Workplace Policy, policy 803](#);
- Use of prescription and/or over-the-counter drugs that may affect your ability to safely operate any vehicles, equipment, or machinery, or otherwise fulfill job responsibilities in a safe and appropriate manner;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned equipment or machinery;
- Fighting or threatening violence, or any boisterous or disruptive activity at work that interferes with your co-workers' ability to perform their jobs, or that in any way compromises the safety of other employees, customers, or the general public, or that is not otherwise protected under state or federal labor law, including behaviors that occur on customers property, or in the presence of customers;

*-Continued on the next page-*

## 301 Standards of Conduct – Continued

- Negligence or improper conduct leading to damage of employer- or customers-owned property;
- Refusal to follow instruction or guidance of a Supervisor and disrespectful conduct such as inappropriate language or gestures arising out of or otherwise connected with such refusal, unless otherwise protected under state or federal labor laws;
- Violation of any safety or health rules;
- Sexual or other unlawful or unwelcome harassment, such as defined in [policy 103, Unlawful Discrimination, Harassment, and Retaliation](#);
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace or on Marina Auto Group or customer's premises;
- Excessive absenteeism that is not protected under state or federal medical or disability leave laws;
- Accepting gratuities/tips;
- Unauthorized use of employer-owned telephones or other employer-owned equipment;
- Violation of one or more personnel policies;
- Unsatisfactory job performance or misconduct, including without limitation conduct that is illegal or unethical, as described in [policy 302 Business Ethics and Conduct](#);
- Gambling while working or on Marina Auto Group or customers premises at any time; or
- Unauthorized disclosure of Marina Auto Group information, including without limitation, violations of the Health Insurance Portability and Accountability Act, as amended (“HIPAA”), trade secrets, pricing, employees’ personal information without the employee’s express written consent.

***Important: Nothing in this standards of conduct policy is intended to, or should be construed to limit, interfere with, restrain, or prevent employee communications regarding trade secrets protected under the Defend Trade Secrets Act, or any other state or federal laws protecting this type of communication. Employees have the right to reveal the business’ trade secrets to the government as part of any violations they report.***

Since your employment with Marina Auto Group is voluntary and “*at will*,” you may terminate your employment at any time you want, with or without cause or advance notice. Likewise, Marina Auto Group may terminate your employment at any time, with or without cause or advance notice, as long as the termination is not based on an unlawful reason.

If you have any questions regarding employee conduct, please contact the Vice President.

## 302 Business Ethics & Conduct

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** We expect everyone representing Marina Auto Group to be ethical in their conduct, as it affects our reputation and success. Marina Auto Group requires employees to carefully follow all laws and regulations, and have the highest standards of conduct and personal and professional integrity.

Our continued success depends on establishing and maintaining the trust of many people and the community as a whole. Marina Auto Group will comply with all applicable laws and regulations. We expect all employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from doing anything that is illegal, dishonest, or unethical. By maintaining high ethical standards, we will continue to earn the trust and confidence of our customers, vendors, and the general public.

If you use good judgment and have high ethical principles, you will make the right decisions. However, if you are not sure if an action is ethical or proper, you should discuss the matter openly with your Supervisor or a member of management.

It is the responsibility of every employee to comply with our policy of business ethics and conduct. Employees who ignore, or do not comply with this standard of business ethics and conduct may be subject to disciplinary action, up to and including immediate termination of employment.

## 303 Contact with the Media

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** All media inquiries regarding Marina Auto Group must be referred to Board of Directors. Only the Board of Directors is authorized to make or approve public statements on behalf of the Company. No employees are authorized to represent Marina Auto Group unless specifically authorized by the Board of Directors. While nothing herein prohibits employees from speaking with the media as part of protected speech under federal or state constitutional or labor and employment laws, employees making statements about Marina Auto Group are expected to identify those statements as strictly their own and not the position or opinions of Marina Auto Group. Employees may not reveal confidential information about or belonging to Marina Auto Group as discussed in our [Confidentiality policy 305](#).

## 304 Conflict of Interest

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** For purposes of this policy, a conflict of interest is defined as any situation where an employee may influence a business decision that could result in an actual, potential, or perceived personal gain. A conflict of interest may also exist if there is an actual, potential, or perceived personal gain for a relative or friend of the employee. In addition, business transactions with a vendor should never result in unusual gains for that vendor's organization. For the purposes of this policy "*unusual gains*" are defined as bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls that will benefit the organization or any employee of the organization.

Marina Auto Group will not automatically assume there is a conflict of interest where an employee has an existing relationship with another Company. However, if an employee has any influence on transactions involving purchases, contracts, or leases, the employee must inform the Vice President immediately. Full disclosure of all personal relationships that may in fact, or in appearance, be a conflict of interest is vital in order for Marina Auto Group to initiate the appropriate safeguards to protect everyone involved.

The possibility for personal gain is not limited to situations where the employee or a third party has a significant ownership in a firm with Marina Auto Group does business. Personal gains can also result from situations where the employee or a third party receives a kickback, bribe, substantial gifts, or special consideration as a result of a transaction or business dealing involving Marina Auto Group.

If you have any questions regarding this policy, or any potential or perceived conflict of interest, you should speak to the Vice President.

## 305 Confidentiality

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Protecting the confidential information of our customers and our Company, including our employees is the responsibility of every employee, and we all share a common interest in making sure no confidential information is improperly or accidentally disclosed.

Employees, through their day-to-day job duties, may gain access to confidential and/or proprietary information (including, but not limited to, customer names, customer addresses, Social Security numbers, customer telephone numbers, and customer credit card or banking information, pricing, business, sales or marketing strategies, any employee's personal identifying or medical information) and information regarding our customers. Therefore, we require each employee to maintain the highest degree of confidentiality when handling customer and Company business information. You may be required to sign documents (for example, a confidentiality agreement) confirming your commitment to this policy.

*-Continued on the next page-*

## 305 Confidentiality – Continued

Confidential information must not be disclosed, used, copied, or removed from Marina Auto Group, except as necessary to perform the duties of your job or as specifically directed by management. In order to maintain confidentiality, no employee may disclose customer information to third parties, including other customers, members of his/her family, or any other third party.

When working with confidential information in the office and/or in your workspace, you must ensure that such information is secure at all times. When leaving your work area, for any amount of time, you must ensure that all confidential and/or customer information is protected so that no one, including other employees, can access the confidential information without authorization.

Failure to abide by the terms of this policy may subject an employee to disciplinary action, up to and including termination.

Questions concerning customers and business confidentiality may be addressed to the Vice President.

## 306 Outside Employment

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** You may hold outside employment as long as you can satisfactorily perform your job with Marina Auto Group, and the outside employment does not interfere with our work and scheduling requirements. If you plan to accept an outside position, you must notify your Supervisor.

We hold all employees to the same performance standards and scheduling expectations, regardless of any other jobs they may have. In order to remain employed at Marina Auto Group, we may ask you to terminate any outside employment we determine is impacting your performance or your ability to meet our current or future requirements.

You may not have any outside employment which in any way creates a conflict of interest with Marina Auto Group. Also, activity related to outside employment may not take place during your work time at Marina Auto Group nor involve the use of any Marina Auto Group supplies or resources.

## 307 Attendance & Punctuality

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Unplanned or unexpected absences can disrupt work, inconvenience other employees, and affect our ability to run an effective business. We expect all of our employees to be reliable and we expect everyone to report to work on time and when scheduled, especially in situations where you are relieving another employee. If for any reason you are going to be late or absent you should contact your Supervisor at least two (2) hours before the start of your workday. Notification by anyone other than the employee is unacceptable unless there are extremely extenuating circumstances. All workday changes, including shift swaps with other employees, must be approved by your Supervisor.

At the discretion of Marina Auto Group, and subject to all applicable state and federal family medical leave and disability laws, medical proof of illness may be required. The organization reserves the right to monitor an employee illness. Illnesses of an infectious nature will require a health care provider's release for an employee to return to work. Excessive tardiness and/or unscheduled absence (other than that resulting from a disability as defined by state or federal law, which would provide for a reasonable accommodation that does not pose an undue burden on Marina Auto Group) may result in disciplinary action, up to and including immediate termination of employment.

Subject to all applicable state and federal family medical leave and disability leave laws, if you are absent for three (3) or more consecutive workdays due to illness or injury, you may be asked to give us a health care provider's statement that states you are ill or injured, when it began, and when you should be able to return to work. We may also request a similar statement for other sick leave absences regardless of the duration. Before you can return to work after a sick leave absence of three (3) or more consecutive work days, you may be required to give us a health care provider's statement that you may safely return to work.

Absences due to illness or injury lasting more than seven (7) consecutive calendar days will require that you file for short-term disability benefits.

Subject to applicable local, state, and federal family medical and disability leave laws, if you are absent for two (2) or more days within a ninety (90) day period without providing proper notification to Marina Auto Group, regardless of whether the absences are on consecutive workdays, it may be considered a voluntary resignation of your employment with Marina Auto Group.

## 308 Personal Appearance & Uniforms

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** All employees are expected to dress and groom in a professional manner.

A neat, tasteful appearance contributes to the positive impression you make on our customers and keeps our work environment free from safety hazards. You are expected to be suitably attired and groomed for work or when representing Marina Auto Group. A good, clean appearance bolsters your own poise and self-confidence and should enhance our Company image. When working at a customer's site, you are required to dress appropriately according to their corporate culture.

These standards apply on-site as well as when travelling on behalf of or when representing the Company.

### Lot, Parts, and Service Employees

All employees within the service department are expected to wear the uniform provided to you by Marina Auto Group. Lot, parts, and service employees may also wear clean and professional jeans in place of the work pants provided. All employees must wear safety glasses while in the shop, regardless of whether working or walking through.

### All Other Employees

All employees not within the service department are expected to dress in business casual attire.

Examples of inappropriate personal appearance include:

- Shorts that fall above the knee
- Beach attire
- Loungewear or exercise wear
- Revealing clothing
- Obscene, inappropriate, or offensive language or pictures on clothing
- Shoes with more than a three-inch heel

When in doubt about something you are going to wear to work, it is recommended you bring it to work and seek approval from your Supervisor. Management reserves the right to give final approval on an employee's appearance (attire/jewelry/etc.) while at work. Repeated violations of guidelines may result in disciplinary action up to and including termination.

If you require an accommodation related to the appearance standards for any reason including but not limited to disability, religion, or gender identity, you should notify the Vice President about the requested accommodation.

If you have questions and/or concerns as to what dress/appearance standards apply, please bring your concerns to your immediate Supervisor and/or the Vice President.

## 309 Smoking/Smokeless Tobacco

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants, employees, customers, vendors, and visitors of Marina Auto Group

**Policy:** Marina Auto Group strictly prohibits smoking and the use of smokeless tobacco products throughout the workplace, including all work sites. In accordance with New York State law effective 2003, it is the intention of Marina Auto Group to provide all employees, regardless of preference, a smoke-free work environment. Marina Auto Group will also follow all local smoking laws and regulations. If you must smoke a designated smoking area has been provided for you outside of each building, either in the back or on the side of the building.

If you have any questions regarding this policy, please contact the Vice President.

## 310 Solicitation, Distribution, & Posting

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group prohibits posting solicitation, and distribution, of materials in working areas while employees are working on or at Marina Auto Group property except as may be permitted by this policy.

If you have questions about this policy, please contact the Vice President.

## 311 Company Property

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** You are expected to demonstrate proper care when using Marina Auto Group property, including its offices, work areas, office furniture, equipment, supplies, and other Company-owned items. Such property should be used solely for business-related purposes and should not be removed from the premises without the proper authorization from the Board of Directors. The Company reserves the right to inspect all Company property at any time. If you lose, break, or damage any property, report it to the Vice President immediately.

At the conclusion of your employment, you are responsible for returning any Company property, including, but not limited to, this employee handbook.

## 312 Employee's or Employee's Family's Vehicles

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group provides employees and their immediate family members discounted services on repairs and maintenance. Immediate family is defined as spouse, child, parent, sibling, parent-in-law, grandparent, or grandparent-in-law.

It is permissible for employees to perform repairs to their own vehicles and vehicles owned by your immediate family. When performing repairs to your own vehicle, or that owned by an immediate family member, the following guidelines must be followed:

- Parts used in these repairs will be discounted to 10% above the dealer cost;
- The vehicles may only be worked on during the hours of 5:00 PM to 8:00 PM Monday through Thursday or Saturday from 8:00 AM to 4:00 PM;
- A repair order must be opened against the vehicle and include year, make, model, VIN number and actual mileage;
- If the vehicle belongs to an immediate family member, their name and contact information, as well as the employee's relationship must be documented;
- The repair order must contain a description of all the repairs being performed;
- The repair order must be invoiced and paid at completion of the work, failure to do so will result in regular repair prices and labor charges.

Employees may also have their vehicles serviced or repaired during normal working hours, under the following guidelines:

- Parts used in these repairs will be discounted to 10% above the dealer cost;
- A discounted labor rate of 25%;
- The repair order must be invoiced and paid at completion of the work, failure to do so will result in regular repair prices and labor charges.

In addition, Marina Auto Group will provide non-immediate family members of employees with a discount of 25% from regular parts and labor. The repair order for these vehicles must be invoiced and paid at completion of the work, failure to do so will result in regular repair prices and labor charges.

Failure to generate a repair order, regardless of the circumstances, is strictly forbidden.

Any employee who is aware of another employee violating this policy must immediately bring their concern to the attention of management.

Failure to follow this policy will result in disciplinary action up to and including termination of employment.

## 313 Vehicle Usage Policy

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** All Marina Auto Group owned vehicles and/or those used by employees must be operated in a safe and economical manner at all times. Failure to abide by this policy may result in loss of driving privileges and disciplinary action up to and including termination of employment.

### Driver Guidelines

- Marina Auto Group expects all drivers of company-owned vehicles to follow all local, state, and federal laws and regulations regarding motor vehicle operations;
- Drivers may not use or be under the influence of drugs or alcohol while operating a Company vehicle;
- Drivers are expected to drive in a safe and courteous manner at all times;
- Company vehicles are to be driven by employees only;
- Any employee who has a driver's license revoked or suspended must notify Marina Auto Group immediately and are prohibited from operating Company-owned vehicles at the time the driver license is revoked or suspended;
- All accidents in Company vehicles, regardless of the severity, must be reported to the Company within 24 hours;
- Marina Auto Group reserves the right to obtain motor vehicle records on all Company drivers prior to their date of hire and throughout the course of their employment. A driving record that fails to meet the criteria of acceptability will result in the loss of the privilege of driving a Company vehicle;
- The use of radar detectors is prohibited in all Company vehicles;
- Employees must follow all local, state and federal laws regarding the use of cell phones and other personal electronic devices while driving;
- All traffic violations received while operating Company vehicles will be the responsibility of the employee;
- Passengers, other than Company employees, are prohibited;
- All cargo must be secured;
- All vehicle defects and needed repairs must be reported to management, so that the necessary repairs can be made.

*-Continued on the next page-*

## 313 Vehicle Usage Policy – Continued

### MVR Standards

Motor vehicle records (“MVR”) will be checked periodically on all employees where driving is part of their job. The MVR will be reviewed to ensure the employee holds a valid license and that their driving record is within the parameters set by management. MVR checks which any of the following may be subject to loss of driving privileges:

- Three (3) or more traffic violations and/or at-fault accidents over a three (3) year period for drivers age 25 and older, or two (2) traffic violations and/or at-fault accidents for drivers age 18 through 24, or one (1) traffic violation and/or at-fault accident for drivers 17 and under;
- One or more of the following types of serious traffic convictions within the past three years:
  - Driving while under the influence or while impaired by the use of drugs
  - Refusal to take a breath analyzer test
  - Leaving the scene of an accident without reporting it;
  - Homicide, assault, or criminal negligence resulting from the operation of a vehicle;
  - Driving while license is suspended or revoked;
  - Reckless or dangerous driving which results in injury to a person;
  - Racing;
  - Passing a stopped school bus; and
  - Possession of a controlled substance.

Employees who are required to possess a valid driver license as a job requirement must notify the Company immediately if they receive a traffic violation, are involved in an at-fault accident, or receive notice that their driver license is suspended. Failure to notify the Company of traffic violations, at-fault accidents, or a suspended driver license regardless of the cause, may result in disciplinary action up to and including immediate termination of employment.

## **SECTION 400    PAY PRACTICES**

This section of the employee handbook gives you important information about the pay practices of the Company. It is important that you take the time to read this section in its entirety. This section of the employee handbook is not a contract of employment, or a legal document, and is subject to all applicable state and federal laws. If you have any questions or do not clearly understand any policy or policies please contact the Vice President for assistance and further explanation.

It is important to know that this section of the employee handbook cannot cover every situation or answer every question about working at Marina Auto Group. Also, we may, from time-to-time, make changes to this section of the handbook as our policies change. Management has the right to add new policies, change policies, or cancel policies at any time. We will attempt to provide you as much advance notice of any such changes as soon as practicable. We reserve the right to require you to provide us with an acknowledgement of receipt of any new or revised policies.

All policies throughout this section are subject to applicable state and federal laws and regulations.

### **401 Wages**

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group wage practices comply with local, state, and federal laws and offer fair wages to our employees.

We are committed to paying fair wages that are based on job requirements and responsibilities. Wage rates for each job are based on several factors including, but not limited to, the essential duties and responsibilities of the job and, where appropriate, the required background and experience necessary to do the job.

Non-exempt employees will receive overtime pay in accordance with state and federal wage and hour laws. Non-exempt employees working more than forty (40) hours in a workweek will be paid at a rate of one and one-half (1½) times their regular hourly rate for the time worked in excess of forty (40) hours in the workweek. Time compensated but not worked is not considered work time when determining eligibility for overtime during the workweek. *Please remember that all overtime must be approved in writing in advance by your Supervisor or a member of the Board of Directors.* Employees who work in excess of forty (40) hours in any workweek without approval by their Supervisor or a member of the Board of Directors may be subject to discipline up to and including termination of employment.

If you have questions about your wages, contact the Vice President.

## 402 Work Schedules & Timekeeping

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** In order to maintain a safe and productive work environment, Marina Auto Group expects employees to be on time and ready to work at the beginning of their shift or workday. Although there are some legitimate reasons for being absent or late for work, it may have a negative effect on your co-workers and on Marina Auto Group. In situations where you cannot avoid being absent or late to work, you must contact your Supervisor or a member of the Board of Directors at least two (2) hours prior to the start of your shift. This is especially important when your lateness or absence may cause another non-exempt employee to work overtime hours (more than forty (40) hours) during the workweek.

All employees must clock in at the beginning and end of each shift, at the beginning and end of each meal period, the beginning and end of each split workday, and when leaving work for any personal reasons.

Non-exempt employees:

- Should **not** clock in *or begin working* more than seven (7) minutes before their scheduled start time
- Should **not** clock out *or continue working* more than seven (7) minutes after the end of a scheduled workday without prior authorization from their Supervisor or a member of the Board of Directors

Marina Auto Group **expressly forbids all non-exempt employees from working “off the clock.”**

Therefore, any employee performing work on behalf of Marina Auto Group when s/he is not clocked in must report this time worked to their Supervisor before the beginning of their next scheduled shift and no later than the last day of the workweek, in order for the time to be recorded and the employee properly paid. Employees who do not comply with this policy may be subject to disciplinary action up to and including termination of employment.

If corrections are made to your time report, both you and your Supervisor must initial the changes. If you have any questions about recording your work time, contact your Supervisor or a member of the Board of Directors.

If you believe that you have not been paid for any time that you worked, notify payroll immediately.

Employees who have concerns that they are being asked or expected to record their time in a manner contrary to this policy should contact the Vice President. Employees who in good faith express concerns or who in good faith complain of suspected violations of this policy or applicable federal or state wage and hour laws will not be retaliated against by reason of having expressed such concerns or having made such complaints.

## 403 Meal Breaks

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** New York requires every employee who works for a shift of longer than six (6) hours covering the time period of 11:00 a.m. to 2:00 p.m. to take a thirty (30) minute *uninterrupted* meal break sometime between the hours of 11:00 a.m. and 2:00 p.m.

The law further requires that any employee working a shift starting before 11:00 a.m. and ending after 7:00 p.m. must take an additional meal break of twenty (20) minutes sometime between 5:00 p.m. and 7:00 p.m.

Every employee working a shift of longer than six (6) hours starting between 1:00 p.m. and 6:00 a.m. is entitled to a forty-five (45) minute break somewhere near the mid-point of their shift. The time of your meal break may be assigned to you in order to accommodate operating requirements and to comply with the applicable laws.

**These meal breaks are required by New York State labor law and therefore you MUST take your meal break.** During meal breaks you are not subject to any work responsibilities nor permitted to perform any work. However, employees are not required to remain on the premises for meal periods.

In the event that an employee is unable to take the required break, s/he must notify their Supervisor. Employees will be paid for this break. Employees who do not follow this policy may be subject to disciplinary action up to and including immediate termination of employment.

## 404 Overtime

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all non-exempt employees of Marina Auto Group

**Policy:** Non-exempt employees will receive overtime pay in accordance with state and federal wage and hour laws. Non-exempt employees working more than forty (40) hours in a workweek will be paid at a rate of one and one-half (1½) times their regular hourly rate for the time worked in excess of forty (40) hours in the workweek. Time compensated but not worked is not considered work time when determining eligibility for overtime during the workweek. *Please remember that all overtime must be approved in writing in advance by your Supervisor or a member of the Board of Directors.* Employees who work in excess of forty (40) hours in any workweek without approval by their Supervisor or a member of the Board of Directors may be subject to discipline up to and including termination of employment.

For more information regarding recording time, please see [policy 402, Work Schedules and Timekeeping](#).

## 405 Paydays

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** All employees are paid weekly on Friday for all hours worked during the previous pay period. The workweek begins on Monday at 12:00am and ends on Sunday at 11:59pm each week. Any live paycheck not picked up by the end of business Friday will be mailed to the employee at the address contained in the employee's contact information. If a payday falls on a recognized holiday, you will be paid on the last workday before the holiday.

You are strongly encouraged to use direct deposit for your paycheck through a bank of your choice. Employees providing written authorization for the direct deposit of their paychecks will have their funds available Friday and will receive an electronic pay statement detailing all earnings and deductions for the pay period and year-to-date.

If you have any questions regarding your payroll, timesheet, or direct deposit authorization requirements, please ask payroll.

## 406 Pay Increases

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** You may receive a wage increase when there has been an improvement in performance, or when already good performance is maintained during the review period. When considering a wage increase, your Supervisor looks at the profitability of Marina Auto Group and your individual work performance. All wage increases are reviewed by Board of Directors before being awarded, and if given are consistent with applicable state and federal laws.

## 407 Payroll Corrections

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group makes every attempt to ensure you are paid correctly and on scheduled paydays. If you find a payroll error, tell payroll immediately so the error can be corrected as quickly as feasible.

## 408 Payroll Deductions and Garnishments

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** State and federal laws require Marina Auto Group to take deductions from your pay. Deductions are monies taken from your pay for certain things such as local, state, and federal taxes and Social Security. We must deduct up to a certain amount called the Social Security “wage base.” Marina Auto Group also contributes to Social Security on your behalf. We pay the same or more Social Security tax to the government as we deduct from your pay. In addition, Marina Auto Group is required to deduct any amounts directed by a court order or other legal garnishment.

Marina Auto Group has a strict policy against improper payroll deductions. If you believe your pay has been improperly reduced you should report the information, in writing if possible, to payroll for further investigation. Any improper deductions will be reimbursed to the employee as soon as feasible.

Marina Auto Group will follow all applicable laws and regulations regarding payroll deductions and garnishments.

## 409 Expense Reimbursement

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Employees will be reimbursed for authorized expenses incurred on behalf of Marina Auto Group. All expenses must be authorized in advance by your manager, and employees must submit receipts to your manager for the expenses incurred in order to be reimbursed. The Company may refuse to reimburse for any expenses for which an employee does not receive prior authorization.

## **SECTION 500    EMPLOYEE BENEFITS**

This section of the employee handbook gives you important information about the benefits provided to you by the Company. It is important that you take the time to read this section in its entirety. This section of the employee handbook is not a contract of employment, or a legal document, and is subject to all applicable state and federal laws. If you have any questions or do not clearly understand any policy or policies please contact the Vice President for assistance and further explanation.

It is important to know that this section of the employee handbook cannot cover every situation or answer every question about working at Marina Auto Group. Also, we may, from time-to-time, make changes to this section of the handbook and to employee benefits as our policies change, and in the sole discretion of management, subject to applicable state and federal laws. Management has the right to add new policies, change policies, or cancel policies at any time. We will attempt to provide you as much advance notice of any such changes as soon as practicable. We reserve the right to require you to provide us with an acknowledgement of receipt of any new or revised policies.

The provisions herein regarding benefits are included for the purpose of describing some benefits for which certain employees may be eligible and are not a promise to provide any particular type, level, or amount of benefits. Nothing contained herein shall constitute a contract to provide benefits or to provide any particular type of benefits.

All policies throughout this section are subject to applicable state and federal laws and regulations.

### **501 Basis for Benefits**

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group provides eligible employees with benefits. Some benefits are required by law and cover all employees. The legally required benefits include Social Security, workers' compensation insurance, and unemployment insurance.

There are several factors that determine if you are eligible for a benefit. One important factor is your employment classification. Contact the Vice President to find out which benefit programs for which you may be eligible for.

Your hire date is used for purposes of determining eligibility in certain employee benefits.

This employee handbook contains policies describing many of the benefit programs. Sometimes a policy will tell you that there is more information in another place such as the Summary Plan Description ("SPD"). Contact the Vice President for more information.

*-Continued on the next page-*

## 501 Basis for Benefits - Continued

The following benefit programs are available to eligible employees:

- Health insurance
- 401(k)
- Life insurance
- Short-term disability
- Workers' compensation insurance

You will be notified if/when additional benefits become available and we will update the employee handbook with the appropriate information as soon as feasible.

## 502 Medical Insurance

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to eligible employees of Marina Auto Group

**Policy:** Marina Auto Group offers medical benefits to eligible employees and their dependents. Eligible employees can enroll in these insurance plans subject to the terms and conditions of the plan.

If you are enrolled in a medical insurance plan and change employment classifications making you ineligible for coverage, you may be able to continue your benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). See the [Benefits Continuation \(COBRA\) policy 105](#) in this handbook for more information.

There are more details about our medical insurance plan in the Summary Plan Description (“SPD”). When you become eligible for health insurance, you will receive an SPD, and rate information. If you have questions about our health insurance plan, contact the Vice President for more information.

Any eligible employee declining medical insurance benefits is required to sign a Refusal of Coverage form and return it to the Vice President. This form will be included in the employee’s employment file.

Employees enrolled in a high deductible health plan are also eligible to enroll in a health savings account (“HSA”). Employees can have funds taken directly from their paycheck and deposited into their HSA account within IRS limits. These funds can be used for eligible medical expenses.

## 503 Retirement Plan - 401(k)

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to eligible employees of Marina Auto Group

**Policy:** Marina Auto Group offers a 401(k) retirement plan to its employees. Eligible new employees will receive detailed information regarding available retirement plans, including a Summary Plan Description (“SPD”) when they are hired. Eligible current employees will receive documentation regarding available retirement plan options, including a SPD, during open enrollment. Contact the Vice President for more information or with questions regarding the available retirement

## 504 Life Insurance

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to eligible employees of Marina Auto Group

**Policy:** Marina Auto Group offers life insurance. Eligible new employees will receive detailed information regarding available life insurance plans, including a Summary Plan Description (“SPD”) when they become eligible. Eligible current employees will receive documentation regarding available life insurance options, including a SPD, during open enrollment. Contact the Vice President for more information or with questions regarding the available life insurance plans.

## 505 Short-Term Disability Benefits (“DBL”)

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group has a short-term disability (“DBL”) benefits program for eligible employees. DBL benefits are paid to eligible employees who cannot work because of qualifying disability conditions caused by an injury or illness. Employees are required to use any paid time off (“PTO”) towards the initial seven (7) day waiting period before DBL benefits become effective.

Eligible employees may participate in the DBL plan subject to the terms and conditions of the agreement between Marina Auto Group and its insurance carrier. If the disability comes from being pregnant or a pregnancy-related illness, it will be treated the same as any other illness that prevents an employee from working.

There are more details in the DBL Summary Plan Description (“SPD”) including how much can be paid and when, the limits, the restrictions, and what is not covered. If you have questions about DBL benefits, contact the Vice President for more information.

## 506 Pregnancy-Related Absences

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** The Pregnancy Discrimination Act requires that women who are affected by pregnancy, childbirth, or related medical conditions be treated the same as any other employee who is similarly able or unable to work. Where an employer offers benefits of any sort—including retirement, health insurance, or disability benefits—it must cover pregnancy and related medical conditions in the same way that it covers other medical conditions.

## 507 Workers' Compensation Insurance

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group provides a comprehensive workers' compensation insurance program to our employees. There is no cost to employees for this program.

The workers' compensation program covers injuries or illnesses that arise out of the course of your employment and require medical, surgical, or hospital treatment. Subject to legal requirements, workers' compensation insurance begins after a short waiting period, or if you are hospitalized, the benefits begin immediately.

The following steps must be followed regarding any work-related injury or illness:

- Report any work-related accident or injury to your Supervisor immediately;
- Complete a written claim form and return it to Alan Ault; and
- Select a physician authorized to give medical care by the Chairman of the Workers' Compensation Board.

Marina Auto Group reserves the right to require an employee to submit to a physical exam, blood test or urinalysis, consistent with applicable state laws, in the event of an accident which results in damage to the Company's property or when an employee requires medical attention.

It is very important that you tell Alan Ault immediately about any work-related injury or illness, regardless of how minor it may seem at the time. Prompt reporting helps ensure that you qualify for coverage as quickly as possible and allows us to investigate the matter promptly.

Workers' compensation only covers work-related injuries and illnesses. Neither Marina Auto Group nor its insurance carrier will pay workers' compensation benefits for injuries that may happen if you voluntarily participate in an off-duty recreational, social, or athletic activity that we may sponsor.

Employees will not be discriminated or retaliated against for receiving, or applying in good faith for workers' compensation benefits.

## **SECTION 600      TIME AWAY FROM WORK**

This section of the employee handbook gives you important information about the time away from work provided to you by the Company. It is important that you take the time to read this section in its entirety. This section of the employee handbook is not a contract of employment, or a legal document, and is subject to all applicable state and federal laws. If you have any questions or do not clearly understand any policy or policies please contact the Vice President for assistance and further explanation.

It is important to know that this section of the employee handbook cannot cover every situation or answer every question about working at Marina Auto Group. Also, we may, from time-to-time, make changes to this section of the handbook as our policies change. Management has the right to add new policies, change policies, or cancel policies at any time. We will attempt to provide you as much advance notice of any such changes as soon as practicable. We reserve the right to require you to provide us with an acknowledgement of receipt of any new or revised policies.

All policies throughout this section are subject to applicable state and federal laws and regulations.

The benefits described in this section are included for the purpose of describing some benefits for which certain employees may be eligible and are not a promise to provide any particular type, level or amount of benefit. Nothing contained in this section constitutes a contract to provide benefits or to any provide any particular type of benefits.

### **601 Holidays**

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to full-time employees of Marina Auto Group

**Policy:** Marina Auto Group offers full-time employees paid holiday time off for several U.S. holidays. Based on business demands, employees may be required to work on observed holidays. Part-time employees will not be paid for any hours not worked. The following holidays will be observed:

- New Year's Day
- Memorial Day
- July 4<sup>th</sup>
- Labor Day
- Thanksgiving Day
- Christmas Day

Holiday pay will be calculated at your straight-time pay rate as of that holiday multiplied by the number of hours you would normally have worked that day. For those employees required to work on a holiday, you will receive a floating holiday to be used within sixty (60) days of the original holiday. Your manager must approve the use of a floating holiday prior to taking the day off. For those employees whose regular day off falls on a holiday, you will receive a floating holiday to be used within sixty (60) days of the original holiday. Your manager must approve the use of a floating holiday prior to taking the day off.

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## 601 Holidays – Continued

In order to be paid for a holiday, an eligible employee must work both the scheduled workdays immediately preceding the holiday and following the holiday unless prior written permission has been obtained from your Supervisor.

Employees who are on paid time off (“PTO”) when a paid holiday is observed will receive holiday-pay and will not be required to use PTO for the day of the holiday.

## 602 Paid Time Off (“PTO”)

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to full-time employees of Marina Auto Group

**Policy:** Marina Auto Group provides paid time off (“PTO”) as one of the many ways in which we show our appreciation to our employees. PTO may be taken as vacation time, to allow you to rest, relax, or pursue special interests. PTO may also be used during an employee’s own illness, to care for an ill family member, or for medical, legal, or other personal business appointments which can only be scheduled during business hours.

- After the completion of one (1) continuous year of service an employee will receive five (5) days, or forty (40) hours, of PTO
- After the completion of two (2) continuous years of service an employee will receive ten (10) days, or eighty (80) hours, of PTO
- After the completion of five (5) continuous years of service an employee will receive fifteen (15) days, or 120 hours of PTO

Advanced notice for using PTO as vacation time is required of all employees. Employees requesting PTO for an entire week must submit the request to their Supervisor at least thirty (30) days in advance. Employees who wish to schedule shorter amounts of PTO (such as a single day) must submit the request to their Supervisor at least two (2) weeks in advance.

Employees may be allowed to roll over up to one week of unused PTO, which must be used in the following year.

Employees who are in need of unpaid time off for personal reasons or in order to accommodate religious practices should contact the Vice President.

## 603 Time Off to Vote

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group encourages employees who are eligible to vote in elections. An employee who is a registered voter and who does not have four (4) or more consecutive hours off of work during the times that the election polls are open in the employee's voting district is entitled to take off an amount of time at the beginning or ending of his/her shift as will give the employee a total of four (4) consecutive hours off to vote. Marina Auto Group will comply with all state and federal laws applicable to voting leave.

If you need time off to vote, see the Vice President to request the time off at least two (2) days before the Election Day. To get approval for the time you take off to vote, you must show your voter's receipt to the Vice President no later than your first scheduled workday after the election. If you have questions regarding your rights to time off to vote, please contact the Vice President.

## 604 Bereavement Leave

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group provides full-time employees with bereavement leave of three (3) paid days off to employees due to the loss of an immediate family member and one (1) paid day off following the death of an extended family member. We will use the following information as a guideline in determining the amount of bereavement leave provided:

- Immediate family – spouse, parent, sibling, child
- Extended family member – parent-in-law, grandchild, grandparent, grandparent-in-law

Part-time employees will receive a pro-rated amount of bereavement leave if you are regularly scheduled to work on the day that you are requesting to take off from work.

Bereavement leave is usually approved unless there are business reasons that require you to be at work. With your Supervisor's approval, you can use any available paid time off in place of the unpaid time off. To ask for bereavement leave, contact the Vice President.

Employees who are in need of unpaid time off in order to accommodate religious practices should contact the Vice President.

## 605 Jury Duty Leave

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group encourages you to fulfill your civic responsibilities by serving jury duty if you get a summons.

If you get a jury duty summons, notify your Supervisor as soon as possible. This will help Marina Auto Group plan for your possible absence from work. We expect you to come to work whenever the court schedule permits. In addition, no employee will be harassed, discriminated against, disciplined, or terminated for jury service.

Marina Auto Group will follow all governing state and federal laws as they apply to jury service, including all regulations regarding the payment of wages to exempt employees. A nonexempt employee will receive full pay per day for each days of jury service, less any amounts paid to the employee by the government, provided the employee would have been scheduled on the days jury service is required.

Marina Auto Group reserves the right to confirm your attendance for jury duty with the court. If you have questions concerning jury service, please contact the Vice President.

## 606 Military Leave & Military Spouse Leave

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group will grant a military leave of absence if you are absent from work because you are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”). You must give your Supervisor advance notice of upcoming military service, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

You will not be paid for military leave. However, you may use any available earned paid time off (“PTO”) to provide income during your leave.

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

If you are on military leave for up to thirty (30) days, you must return to work on the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than thirty (30) days, you must apply for reinstatement in accordance with USERRA and applicable state laws.

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## 606 Military Leave & Military Spouse Leave - Continued

When you return from military leave (depending on the length of your military service in accordance with USERRA), you will be placed either in the position you would have attained if you had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

Marina Auto Group will also comply with all state and federal laws allowing any leave to employees who have family members called to military duty. Any employee whose spouse is stationed in a combat zone, and is on leave from service with the Armed Forces, may be granted up to ten (10) days unpaid leave of absence.

If you have questions about military leave, or military spouse leave, contact the Vice President for more information.

## 607 Blood Donor & Bone Marrow Donor Leave

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group will grant three (3) hours of unpaid leave of absence in any twelve (12) month period to an employee who seeks to donate blood. The leave of absence may not exceed three (3) hours, unless otherwise agreed to by Marina Auto Group and must comply with all notice requirements.

Marina Auto Group will not retaliate against an employee for requesting or obtaining a leave of absence under this policy. This policy shall not prevent an employer from providing leave for blood donation in addition to leave allowed under any other provision of law.

Marina Auto Group will grant an unpaid leave of absence to an employee who seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves shall be determined by the physician, but may not exceed twenty-four (24) work hours, unless agreed to by Marina Auto Group. We require verification by a physician for the purpose and length of each leave requested by the employee to donate bone marrow.

Marina Auto Group will not retaliate against an employee for requesting or obtaining a leave of absence as provided by this policy for the purpose of undergoing a medical procedure to donate bone marrow.

## **SECTION 700 ELECTRONIC COMMUNICATIONS**

This section of the employee handbook gives you important information about the use of Company-owned electronic equipment. It is important that you take the time to read this section in its entirety. This section of the employee handbook is not a contract of employment, or a legal document, and is subject to all applicable state and federal laws. If you have any questions or do not clearly understand any policy or policies please contact the Vice President for assistance and further explanation.

It is important to know that this section of the employee handbook cannot cover every situation or answer every question about working at Marina Auto Group. Also, we may, from time-to-time, make changes to this section of the handbook as our policies change. Management has the right to add new policies, change policies, or cancel policies at any time. We will attempt to provide you as much advance notice of any such changes as soon as practicable. We reserve the right to require you to provide us with an acknowledgement of receipt of any new or revised policies.

All policies throughout this section are subject to applicable state and federal laws and regulations.

### **701 Computer & E-mail Use**

**Effective Date:** November 1, 2015

**Revision Date:** July 1, 2016

**Application:** Applies to all employees of Marina Auto Group

**Policy:** To help you do your job, Marina Auto Group may give you access to computers, computer files, the e-mail system, and software. Never use a password, access a file, or retrieve any stored communication without authorization.

Computer and technology use is intended for job-related activities, **and occasional non-work related**. We are committed to a workplace that is free from harassment and sensitive to the diversity of our employees. Therefore, we do not allow employees to use any Marina Auto Group computer or e-mail in ways that may reasonably be considered to be harassing, violent discriminatory, or otherwise harmful to the safety and well-being of employees and the public.

You may not display, download, or e-mail sexually explicit images, messages, and/or cartoons, any material containing ethnic slurs, racial comments, off-color jokes, or anything that a reasonable person may consider harassment or discriminatory on the basis of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, marital status, citizenship status, military/veteran status, criminal conviction status, predisposing genetic characteristics or genetic information, participation in lawful activities outside the workplace, pregnancy, domestic violence victim status, familial status, political activities, or any other category protected by law. The Company will not tolerate discrimination or harassment based on an employee's membership in one or more of these protected categories, an employee's known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by local, state, or federal law. You may not use e-mail for solicitation, to request contributions, or to espouse viewpoints regarding any religious or political views or causes, without consent from management.

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## 701 Computer & E-mail Use - Continued

You may not send or receive data through the use of Marina Auto Group computer equipment or Internet services that contains content that may be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive by a reasonable person. Examples of unacceptable content include (but are not limited to) sexual comments or images, racial slurs, gender-specific comments, or other comments or images that a reasonable person may find offensive on the basis of race, color, creed, religion, sex, sexual orientation, gender identity, gender identity, national origin, age, disability, marital status, citizenship status, military/veteran status, criminal conviction status, predisposing genetic characteristics or genetic information, participation in lawful activities outside the workplace, pregnancy, domestic violence victim status, familial status, political activities, or any other category protected by law. Marina Auto Group will not tolerate discrimination or harassment based on an employee's membership in one or more of these protected categories, an employee's known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by local, state, or federal law.

Marina Auto Group buys and licenses computer software for business purposes. We do not own the copyright to this software or its documentation. Unless the software developer provides us the authorization, we do not have the right to use the software on more than one computer. You may only use software on local area networks or on multiple machines according to the software license agreement. Marina Auto Group prohibits the illegal duplication of software and its documentation.

Personal, non-business, and/or unapproved software may pose a threat to the security of our computers and our computer network. Employees may not load, download, or install software on any computer owned and/or provided by Marina Auto Group without written permission from the internet manager.

Marina Auto Group reserves the right to monitor employee use of its computer and email system. Employees using Marina Auto Group's computer and email system in any way or for whatever reason, therefore have no reasonable expectation of privacy when doing so. Employees should therefore be aware that all use of the company computer and email system, including personal use may become known to Marina Auto Group. If you wish to keep personal email or personal documents completely private, you should not access, create or transmit them using the company's computer or email system.

If you know of any violations to this policy, notify the internet manager as soon as possible. Employees who violate this policy may be subject to disciplinary action up to and including termination of employment.

## 702 Internet Use

**Effective Date:** November 1, 2015

**Revision Date:** July 1, 2016

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group may provide you with Internet access to help you do your job. Internet access is intended for job-related activities and personal use must be limited and approved by the internet manager. Please note; Marina Auto Group assumes no liability for any direct or indirect damages arising from an employee's connection to, or use of the Internet. Marina Auto Group is not responsible for the

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## 702 Internet Use - Continued

safety or security of personal, financial, or other information an employee may choose to transmit using computers or Internet services provided by Marina Auto Group. We are not responsible for the accuracy of information found on the Internet and only facilitate the accessing and dissemination of information through our systems. Employees are solely responsible for any material that they access and disseminate through the Internet.

All data that is sent or received through our computer systems and networks is part of official Marina Auto Group records. We may be required by law and/or subpoena to show that information to law enforcement or other parties. Therefore, you should ensure the information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and legal.

The equipment, services, and technology that you use to access the Internet are provided by, and property of Marina Auto Group. Therefore, we reserve the right to monitor all Internet use. We also reserve the right to find and read any data that you write, send, or receive through Company Internet, e-mail, or social media services or accounts, or any data which is stored on our computer systems. This includes, but is not limited to, business and personal e-mail accounts accessed through the use of Marina Auto Group equipment or provided services, records of web site traffic and activities, and other on-line activities. Subject to applicable federal, state and local laws, Marina Auto Group may discipline an employee, up to and including termination for misuse of its Internet system. ***Employees therefore have no reasonable expectation of privacy in any communication or activity while using computer equipment, e-mail, a smartphone, and/or Internet access provided by Marina Auto Group. That includes using Company-provided Internet services on a personal computer or other device to access the Internet.***

You may not send or receive data through the use of Marina Auto Group computer equipment or Internet services that contains content that may reasonably be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to an employee or other person. Examples of unacceptable content include (but are not limited to) sexual comments or images, racial slurs, gender-specific comments, or other comments or images that a reasonable person may find offensive on the basis of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, marital status, citizenship status, military/veteran status, criminal conviction status, predisposing genetic characteristics, participation in lawful activities outside the workplace, pregnancy, domestic violence victim status, familial status, political activities, or any other category protected by law. Marina Auto Group will not tolerate discrimination or harassment based on an employee's membership in one or more of these protected categories, an employee's known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by local, state, or federal law.

Marina Auto Group does not allow the unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet. As a general rule, if you did not create the material, do not own the rights to it, or have not received authorization for its use, you may not put the material on the Internet. You are also responsible for making sure that anyone who sends you material over the Internet has the appropriate distribution rights.

If you use the Internet in a way that violates the law or any Marina Auto Group policy, you may be subject to disciplinary action up to and including immediate termination of employment.

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## 702 Internet Use - Continued

The following are examples of prohibited activities that violate this Internet Use policy:

- Sending or posting discriminatory, harassing, or threatening messages or images, as defined throughout this employee handbook and by applicable state and federal laws;
- Using the Company's time and resources for personal gain;
- Stealing, using, or disclosing someone else's code or password without authorization;
- Copying, pirating, or downloading software and electronic files without authorization;
- Violating copyright law;
- Failing to observe licensing agreements;
- Engaging in unauthorized transactions that may incur a cost to the Company or initiate unwanted Internet services and transmissions;
- Participating in the viewing or exchange of pornography or obscene materials;
- Sending or posting messages with malicious disregard for their truthfulness or accuracy that defame or slander other individuals;
- Attempting to break into the computer system of another Company or person;
- Refusing to cooperate with a security investigation;
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities;
- Using the Internet for personal use;
- Jeopardizing the security of the Company's electronic communications systems;
- Sending or posting messages that disparage another Company's products or services;
- Passing off personal views as representing those of the Company;
- Sending anonymous e-mail messages – SPAM; or
- Engaging in any other illegal activities.

## 703 Blogging, Social Networking, & Other Social Media Use

**Effective Date:** November 1, 2015

**Revision Date:** July 1, 2016

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group believes that there is value in a thriving online community and supports blogging and social networking as valuable components of social media. While Marina Auto Group supports participation in blogging and social networking, the participation in these activities is identified by Marina Auto Group as a voluntary act of its employees. This policy regarding personal blog/web page and other social media content has been developed for employees who maintain or participate in personal blogs, web pages, or other social media communications that may contain postings about Marina Auto Group, its programs, fellow Marina Auto Group employees, and others who may be associated with the Company. The policy also contains guidelines which describe the types of content that may violate the Marina Auto Group Standards of Conduct and some of the legal implications of participating in social media activities.

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## 703 Blogging, Social Networking & Other Social Media Use – Continued

***Important: Nothing in this social media policy is intended to, or should be construed to limit, interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment protected under Section 7 of the National Labor Relations Act or any other state or federal laws protecting this type of communication. Employees have the right to engage in or refrain from such activities.***

In general, what employees do on their own time is their own business. On the other hand, activities outside of work that affect your job performance, the performance of others, or the interests of Marina Auto Group and our customers are governed by Marina Auto Group policies and guidelines. For this reason, subject to the italicized paragraph above, before discussing Marina Auto Group, its business, the people associated with the Company, or its customers on any blog, webpage, or other social media outlet you should make sure that you are familiar with these guidelines, all Marina Auto Group personnel policies and the Marina Auto Group Standards of Conduct.

Marina Auto Group cannot assume responsibility or liability for opinions you may express via a blog or other social media outlet. Since you engage in all activity at your own risk, you may want to seek legal counsel if you have questions about your postings or communications beforehand.

### **Confidential, Proprietary, and Private Information**

Any confidential, proprietary, or trade secret information, as defined in [policy 305, Confidentiality](#) is obviously off-limits for your blog or web pages, the blogs or web sites maintained by other people, or any other social media outlets. The Marina Auto Group logo and trademarks are off-limits as well.

Disclosing such information concerning Marina Auto Group, customers, visitors, program participants, projects, services, or any other confidential information can negatively impact the Company and may result in legal liabilities for Marina Auto Group.

***Important: Nothing in this standards of conduct policy is intended to, or should be construed to limit, interfere with, restrain, or prevent employee communications regarding trade secrets protected under the Defend Trade Secrets Act, or any other state or federal laws protecting this type of communication. Employees have the right to reveal the business' trade secrets to the government as part of any violations they report.***

### **Marina Auto Group Standards of Conduct**

All of our employees receive and are required to acknowledge the Marina Auto Group Standards of Conduct as well as a copy of the Marina Auto Group employee handbook. Please make sure you are familiar with the Standards and all handbook policies. Blogs, blog postings, and other social media activities which violate the Standards of Conduct or policies may result in disciplinary action up to and including termination of employment for the employee(s) responsible, subject to the National Labor Relations Act and any other applicable state or federal laws.

### **Best Practice Guidelines**

These guidelines provide a roadmap for constructive, respectful, and productive dialogue both on-line and in person.

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## 703 Blogging, Social Networking & Other Social Media Use – Continued

All Marina Auto Group employees can be viewed (correctly or incorrectly) as representative of the Company, which can add significance to your public comments. Marina Auto Group therefore requests that if you identify yourself in your public comments as a Marina Auto Group employee, that you notify the Board of Directors. No employee will be disciplined for any comments they make or activity they engage in that is protected under state or federal laws.

Please be sure to provide enough support in your posting to help others understand the reasoning for your post, whether it is positive or negative. We appreciate the value of multiple perspectives, so help us to understand yours by providing context to your opinion. Whether you are posting in praise or criticism of Marina Auto Group, you are encouraged to develop a thoughtful argument.

When you publish your own blog or participate in other social media activities, you should make sure others understand that your views and opinions are your own and do not represent the views and opinions of Marina Auto Group. If you publish your own blog, or another type of social media outlet, you should include standard disclaimer language such as: *“The postings and views on this site are my own and do not represent the positions, views, or opinions of Marina Auto Group.”*

Finally, remember that *every employee at Marina Auto Group is required to comply with all applicable privacy laws and regulations*. We also expect that every employee will be respectful of the privacy and dignity of their fellow employees and their families, anyone associated with Marina Auto Group, and their individual circumstances.

## 704 Cell Phone/Smartphone/Other Electronic Device Use

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** While at work employees are expected to exercise the same discretion in using personal cell phones as is expected for the use of Marina Auto Group telephones. Excessive personal calls, texting, e-mails, instant messaging (“IM”), or any other form of electronic communication during the workday can interfere with employee productivity, safety, and may be distracting to others. Employees are therefore asked to limit personal calls, texts, e-mails, IMs, and other communication during work time to that of emergencies only unless on an approved break. Also, when using a cell phone, please remember to keep your conversations private and quiet.

Marina Auto Group requires every employee to follow all state and local laws regarding the use of cell phones while driving. In addition, no employee should make or receive phone calls, send or receive text messages, or in any other way use a cellular device, smartphone, Blackberry®, or other electronic device while driving a motor vehicle or operating any machinery.

## 705 Use of Telephones

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Marina Auto Group telephones are provided for business use and should be kept free for that purpose. Although the occasional use of Marina Auto Group telephones for a personal call may be necessary from time to time, all incoming calls may be screened. Routine personal calls should be kept to a minimum and made during lunch or other break times. No personal calls may be made using Marina Auto Group business phones which may incur long distance or other charges.

Our telephone communications are an important reflection of our image to customers, vendors, and the community. Always use proper telephone etiquette, be courteous, and provide exceptional customer service. If you are unsure of the appropriate way to answer the Marina Auto Group phones, or how to handle calls once you have answered them, ask the Vice President.

## **SECTION 800 SAFETY AND SECURITY**

This section of the employee handbook gives you important information about a safe and secure workplace. It is important that you take the time to read this section in its entirety. This section of the employee handbook is not a contract of employment, or a legal document, and is subject to all applicable state and federal laws. If you have any questions or do not clearly understand any policy or policies, please contact the Vice President for assistance and further explanation.

It is important to know that this section of the employee handbook cannot cover every situation or answer every question about working at Marina Auto Group. Also, we may, from time-to-time, make changes to this section of the handbook as our policies change. Management has the right to add new policies, change policies, or cancel policies at any time. We will attempt to provide you as much advance notice of any such changes as soon as practicable. We reserve the right to require you to provide us with an acknowledgement of receipt of any new or revised policies.

All policies throughout this section are subject to applicable state and federal laws and regulations.

### **801 Workplace Safety**

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all employees of Marina Auto Group

**Policy:** Our workplace safety program is a top priority at Marina Auto Group and we want this to be a safe and healthy place for employees, customers, and visitors. Marina Auto Group is responsible for implementing, administering, monitoring, and evaluating the safety program. A successful safety program depends on everyone being alert and committed to safety. A copy of the Marina Auto Group safety program can be found by logging to your MyMarinaConnect. All employees are required to acknowledge receipt of the safety manual at the start of employment and when changes are made.

We communicate in different ways with employees about workplace safety and health issues including, employee meetings, bulletin board postings, other forms of written communication. From time-to-time employees and Supervisors will receive workplace safety training which will cover potential safety and health hazards, safety-related best practices, and procedures to minimize or eliminate safety and health hazards. *It is the responsibility of every employee to obey and comply with all Marina Auto Group, local, state, and federal safety rules and regulations.*

Some of the best safety improvement ideas come from employees. If you have an idea, concern, or suggestion on how to improve safety in the workplace, please contact Alan Ault. *It is vital that you and every employee know that a report regarding any workplace safety concerns or issues can be made anonymously and without fear of reprisal or retaliation. All unsafe conditions must be reported to management immediately for everyone's safety.*

If you violate one or more Marina Auto Group safety standards, you may be subject to disciplinary action. Violations include causing a hazardous or dangerous situation, failing to report a hazardous or dangerous situation, and not correcting a problem when you could have corrected it.

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## 801 Workplace Safety - Continued

An Incident Report Form is required to be completed and submitted to Alan Ault within 24 hours following any workplace accident. Notify Alan Ault immediately about any accident that causes an injury, no matter how minor it may seem at the time. You will also receive an Incident Report Form from Alan Ault at that time or shortly thereafter. When you report accidents quickly, we can investigate the situation promptly; follow the laws, and begin Workers' Compensation and other insurance processes.

Marina Auto Group abides by all appropriate local, state, and federal laws and regulations, regarding employees who drive or have the opportunity to drive Marina Auto Group vehicles in the performance of their job.

Any employee who is in a workplace accident may be required to take a drug and/or alcohol test, as described in [policy 804, Drug Testing](#).

If you have questions concerning the safety expectations of Marina Auto Group, or if you have a safety question, please contact Alan Ault.

## 802 Workplace Violence Prevention

**Effective Date:** November 1, 2015

**Revision Date:** July 1, 2016

**Application:** Applies to all applicants, employees, customers, vendors, and visitors of Marina Auto Group

**Policy:** We are committed to preventing workplace violence and making Marina Auto Group a safe place to work and visit. This policy explains our guidelines for dealing with intimidation, harassment, violent acts, or threats of violence that might occur during business hours or on our premises at any time.

Our expectation is that everyone at Marina Auto Group, including management, employees, applicants, customers, vendors, and all other visitors will be treated with courtesy and respect at all times. Fighting, horse-play, or any behavior which may in any way be dangerous to others is strictly prohibited. In addition, we do not allow firearms, weapons, and other dangerous or hazardous devices and substances on any premise owned, managed, occupied, or otherwise supervised by Marina Auto Group.

Marina Auto Group does not allow behavior at any time which threatens, intimidates, bullies, or coerces any employee, applicant, customers, vendor, visitor, or any member of the public. We do not permit any act of harassment, including harassment based on an individual's race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, marital status, citizenship status, military/veteran status, criminal conviction status, predisposing genetic characteristics, participation in lawful activities outside the workplace, pregnancy, domestic violence victim status, familial status, political activities, or any other category protected by law. Marina Auto Group will not tolerate discrimination or harassment based on an employee's membership in one or more of these protected categories, an employee's known relationship or association with a member of one or more of these protected categories, or any other characteristic protected by local, state, or federal law.

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## 802 Workplace Violence Prevention - Continued

Any threat or act of violence or suspicious individuals should be reported to Alan Ault as quickly as possible. Never place yourself in danger. If you see or hear trouble or a disturbance near your work area, do not attempt to step in or stop it. Contact Alan Ault immediately, or if you believe you or someone else may be in imminent danger, call 911. As with reporting any incident, include as much detail as possible.

Marina Auto Group will promptly and completely investigate all reports of violent acts, threats of violence, suspicious people, or activities. We must balance an employee's request for confidentiality with the need to conduct a thorough investigation. Therefore, we will maintain the highest level of confidentiality possible and practical when investigating any incident. Also, in order to safely and completely investigate a reported incident, we may find it necessary to suspend an employee, either with or without pay, until the investigation is complete.

Any employee found to have committed a violent act, threatened violence, or violated these guidelines in any way may be subject to disciplinary action up to and including immediate termination of employment. Any employee who finds him or herself in a situation in which s/he is threatened with violence is expected, whenever circumstances allow it, to disengage and retreat to a place of safety, and, if necessary, call the police. Employees should not, except under the most emergent circumstances attempt to subdue another person, whether an employee or a customer, when it is possible to retreat and avoid danger to oneself and one's co-workers. Where employees do not do so, Marina Auto Group will evaluate the situation to determine if disengagement and retreat was possible and take appropriate follow-up action.

If you are having a dispute with another employee, or individual associated with Marina Auto Group, we encourage you to discuss it with Alan Ault or a member of the management team. It is important to discuss problems before they become serious or violent.

## 803 Drug-Free Workplace Policy

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants, employees, customers, vendors, and visitors of the Marina Auto Group

**Policy:** Marina Auto Group is committed to protecting the safety, health, and well-being of all employees, customers, and visitors in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. In addition to our drug testing policy, [policy 804, Drug Testing](#), we have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol- and drug-free environment. We strongly encourage employees to voluntarily seek help with drug and alcohol problems.

It is a violation of our drug-free workplace policy to use, possess, trade, and/or sell alcohol, illegal drugs or intoxicants. Illegal or unauthorized use and intentional misuse and/or abuse of prescription medications also violates this policy.

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## 803 Drug-Free Workplace Policy – Continued

You may use legally prescribed, or over-the-counter drugs on the job only if they are taken in the prescribed or recommended dosages and do not impair your ability to perform the essential functions of your job effectively and safely and without endangering yourself or others. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the appropriate medical or pharmacy professional to determine if the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, co-workers, customers, or the public, it is the employee's responsibility to avoid unsafe workplace situations.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (“SAMHSA”) guidelines where applicable and will include a screening test, a confirmation test, the opportunity for a split sample, review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

Any employee who tests positive may be subject to disciplinary action, up to and including termination of employment, as long as doing so would not violate any New York State or federal laws and/or regulations. In some cases an employee who tests positive may be removed from duty. In addition, at management's sole discretion, one or more of the following may occur and/or be required:

- Referral to a substance abuse professional for assessment and recommendations;
- Successful completion of a recommended rehabilitation, including continuing care;
- Pass a return-to-duty drug test in conjunction with signing a return-to-work agreement;
- Ongoing, unannounced, follow-up testing for a period of five (5) years; or
- Immediate termination if s/he tests positive a second time or violates the return-to-work agreement.

An employee will be subject to disciplinary action, up to and including termination of employment if s/he refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person, or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process.

All information received by the organization through the drug-free workplace program is confidential. Also, all drug-testing information is maintained in separate confidential files. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with your Supervisor, Vice President without fear of reprisal.

## 804 Drug Testing

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** We are committed to making Marina Auto Group a safe, efficient, and productive work environment for all employees. There can be serious safety and health risks if an employee uses or is under the influence of drugs or alcohol on the job. Marina Auto Group does not currently test employees on a regular basis unless New York State or federal law requires us to do so, but we reserve the right to do so in the future. In addition, Marina Auto Group may conduct drug testing under the following circumstances:

- Post-accident
- Reasonable suspicion
- Follow-up

If you refuse to be tested for drugs, you may be subject to disciplinary action, up to and including immediate termination of employment.

We will provide copies of this drug testing policy to all employees. Employees are required to sign an acknowledgement form indicating that a copy of this drug testing policy was received. If you have questions about our drug testing policy or its administration, contact the Marina Auto Group.

## 805 Employee Parking

**Effective Date:** November 1, 2015

**Revision Date:** November 1, 2015

**Application:** Applies to all applicants and employees of Marina Auto Group

**Policy:** Except in cases where a reasonable accommodation has been granted, all employees must park in the designated employee parking row at Marina Dodge, near the rear service entrance. Marina Auto Group is not liable for any damages or theft caused to motor vehicles, or the contents of the vehicles. Failure to park within the designated parking will result in disciplinary action up to and including termination of employment.

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## Employee Acknowledgement Form – Employee Handbook

The employee handbook describes important information about Marina Auto Group. I understand that it is my responsibility to read and comply with the policies contained in this handbook, and I should ask the Vice President, if I have any questions concerning any policy.

I became an employee at Marina Auto Group voluntarily. I understand and acknowledge that there is no specified length to my employment at Marina Auto Group and that my employment is “*at-will*.” I understand and acknowledge that “*at-will*” means I may terminate my employment at any time, with or without cause or advance notice. I also understand and acknowledge that “*at will*” means Marina Auto Group may terminate my employment at any time, with or without cause or advance notice, as long as the termination is not based on an unlawful reason.

I understand and acknowledge that there may be changes to the information, policies, and benefits described in the handbook. I understand that Marina Auto Group may add new policies to the handbook as well as replace, change, or cancel existing policies. I understand that I will be told about any handbook changes in advance or as soon as feasible. I also understand that handbook changes are effective immediately and can only be authorized in writing by the Board of Directors of Marina Auto Group.

I understand and acknowledge that this handbook is *not a contract of employment or a legal document*. I also understand and acknowledge that, subject to state and federal laws, no representative of the Company has the authority to enter into an employment contract or any agreement that is contrary to the stated policy of employment-at-will, or any other policy included, *unless that agreement is in writing and signed by the Board of Directors of Marina Auto Group*. I acknowledge I have received this handbook and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any changes made to it.

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### EMPLOYEE COPY

## Acknowledgement Form – Drug-Free Workplace & Drug Testing

I understand and acknowledge that I have been given a copy of Marina Auto Group [Drug-Free Workplace Policy 803](#) and [policy 804, Drug Testing](#) of this employee handbook. I have had the opportunity to read the policy and ask questions. I understand that if I have any questions, at this time or in the future, regarding this policy I should contact my Supervisor or the Vice President.

I hereby acknowledge receipt of and consent to abide by the above-mentioned policies, including testing for drugs or alcohol as described in both of the policies. In the event that I am physically unable to consent to testing at the time, by signing below I hereby consent to being tested.

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**EMPLOYEE COPY**

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EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## EMPLOYER COPY

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