

**Corwin**

Automotive  
Group

# Employee Handbook

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Updated January 1, 2023

**EMPLOYEE HANDBOOK**

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**WELCOME LETTER FROM PRESIDENT TIM CORWIN**

Welcome to the Corwin Automotive Group employee family! We realize that our employees are our greatest asset, and we will work with you to provide a fulfilling, safe, and productive environment.

This handbook was prepared to assist you in learning the rules and Procedures which have been developed to benefit both you and the company. However, the company does not use employment contracts or agreements, and this handbook is not an employment contract or a guarantee of employment for any period of time: both you and the company have the right to terminate the employment arrangement at any time, with or without notice.

Of course, the rules and policies will change from time to time. Please be aware of memoranda you may receive which update this handbook as we may decide to amend any of these policies contained in this handbook.

You signed a receipt for this handbook when you received it, indicating that you are responsible for reading it and abiding by it, and also responsible for its return should you leave the company.

Again, welcome to the family, and I encourage you to discuss with your supervisor any comments or questions you may have about this handbook.

Tim Corwin  
President

## **HISTORY OF CORWIN AUTOMOTIVE GROUP**

The Corwin family entered the automobile business in 1914, when Samuel Wickham Corwin established a dealership in Bismarck, ND. The business expanded to Fargo, ND in 1937 with the acquisition of Murphy Motors. The name was changed to Corwin-Churchill Motor Co. and it was located on NP Avenue in Fargo.

Under the leadership of Wick Corwin's sons, Bill and Charlie, the company expanded and relocated in 1975 to its' current location on the I-29 frontage road, Fargo, ND. The dealership name was changed to Corwin Chrysler-Plymouth, Inc.

The company's president, Tim Corwin, entered the business in 1975 as a salesman. He later served as Sales Manager and General Manager of Corwin Chrysler-Plymouth, Inc. In 1980, Tim Corwin Buick, Inc. was established, and in 1981 Tim Corwin acquired full ownership of Corwin Chrysler-Plymouth, Inc.

### **Other significant dates include:**

1. 1985 Toyota franchise acquired
2. 1985-86 major expansion of Tim Corwin Buick
3. 1985 Corwin Collision Center established. Fargo, ND.
4. 1985 Corwin Car Care Center established. Fargo, ND.
5. 1986 Corwin Dodge, Inc. acquired. Fargo, ND
6. 1991 merger of Corwin Dodge, Inc. with Corwin Chrysler-Plymouth, Inc.
7. 1994 Corwin Eisinger Motors, Kalispell, MT acquired
8. 1996 Corwin Wilson Management LLP established
9. 2001 Corwin Honda acquired. Fargo, ND
10. 2001 Corwin Toyota established as a standalone Toyota Franchise. Fargo, ND
11. 2005 Eisinger Honda, Kalispell, MT, acquired
12. 2012 Corwin Dodge of Springfield acquired. Springfield, MO
13. 2013 Corwin Ford of Nampa acquired. Nampa, ID
14. 2015 Corwin Public Wholesale established. Fargo, ND
15. 2015 Corwin Toyota of Bellevue acquired. Bellevue, NE
16. 2015 Corwin Ford Tri-Cities acquired. Pasco, WA
17. 2017 Corwin Ford of Springfield acquired. Springfield, MO
18. 2019 Eisinger Motors and Eisinger Honda names changed to Corwin Honda Kalispell and Corwin Motors Kalispell
19. 2020 Corwin Ford of Reno acquired. Reno, NV
20. 2021 Corwin Ford of Spokane Valley acquired, Spokane Valley, WA
21. 2021 Corwin Ford Lincoln Republic acquired, Republic, MO
22. 2022 Corwin Toyota Colorado Springs, Colorado Springs, CO
23. 2022 Corwin Toyota Boulder, Boulder, CO
24. 2022 Corwin Buick and GMC of Reno, Reno, NV

## **STATEMENT OF PURPOSE**

The goals of the Corwin Automotive Group, in order, are:

1. To provide our customers with the finest products and services available. Customer satisfaction is our primary goal, and is to be achieved by placing the customer's needs first and exceeding customer expectations.
2. To provide our employees with an environment this will stimulate personal and professional growth. Every employee of the organization is critical to our continued success, and our employment and development practices recognize this.
3. To provide an adequate return on investment to the company, this will provide an opportunity for each employee to earn an above average salary for his or her position.

## **PURPOSES OF THIS EMPLOYEE HANDBOOK**

The contents of this employee handbook are intended as guidelines for employees and supervisors, and consequently may be amended from time to time by the company and/or varied from depending upon particular circumstances of a given situation. It is expressly understood that the contents of this handbook do not constitute the terms of a contract of employment.

Note that any of the policies in this handbook may differ depending on location. Please refer to state-specific information at the end of this handbook for policies specific to your location.

## **AT WILL EMPLOYMENT**

Nothing contained herein shall be construed as a guarantee of employment by the company, but rather employment by the company is on an "at-will" basis, meaning the employment relationship may be terminated at any time by either the employee or the company, for any reason not expressly prohibited by law, with or without notice. No representative of the company has authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing at-will relationship.

## **PERSONNEL POLICIES**

### ***EQUAL EMPLOYMENT OPPORTUNITY***

We are committed to providing equal opportunity in all of our employment practices, including selection, hiring, promotion, transfer, and compensation, to all qualified applicants and employees without regard to race (including protective hairstyles), religion, color, sex, age, sexual orientation, gender identity, national origin, ancestry, citizenship status, marital status, handicap, disability or any other protected status in accordance with the requirements of all federal, state and local laws.



Specifically, it is the policy of Corwin Automotive Group to:

- Carefully select and hire the best-qualified persons;
- Promote from within the organization when possible;
- Provide fair wages and benefits;
- Provide safe working conditions;
- Provide a channel of communication between the company and its employees;
- Impose discipline fairly and impartially if required.

### ***DISABILITY ACCOMMODATION***

Corwin Automotive Group complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities or limitations related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, please notify your manager. You may be asked to include relevant information such as:

- Information related to your specific physical or mental impairment that is impacting your ability to perform the duties of your position.
- An explanation of how your impairment is impacting your ability to perform your job duties.
- A description of the proposed accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could allow you to perform the duties of your position. When necessary, we may need you to provide additional information from your medical provider. All medical information received by the company in connection with a request for accommodation is confidential.

The company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform the essential functions of your job. However, the company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave permitted by state and federal law.

The company will not discriminate or retaliate against employees for requesting an accommodation.

### ***RELIGIOUS ACCOMMODATION***

Corwin Automotive Group is dedicated to treating its employees equally and with respect and recognizes the diversity and importance of their religious beliefs. All employees may request an accommodation when their sincerely held religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation.

If you require a religious accommodation, speak with your manager or a member of the Human Resources department.

### ***ACCOMMODATING PREGNANCY***

Upon request, Corwin Automotive Group will provide reasonable accommodations to pregnant employees for health conditions related to pregnancy or the physical recovery from childbirth to enable the employee to perform the essential functions of their job. Employer will engage in a timely, good-faith, and interactive process to identify effective and reasonable accommodations. However, Employer may deny requests for accommodations that would pose an undue hardship on its business. Reasonable accommodations may include more frequent or longer break periods, more frequent restroom, food, and water breaks, acquiring or modifying equipment or seating, limiting lifting, temporarily transferring the employee to a less strenuous or hazardous position (if available) with return to the previous position after recovery from pregnancy/childbirth or related condition, restricting job duties, transferring to light duty (if available), assisting the employee with manual labor, or modifying the employee's work schedule. Employer may require employees seeking accommodations under this policy to provide a note stating the necessity of the reasonable accommodation from a licensed healthcare provider.

Employees may request accommodations under this policy by contacting their supervisor or HR.

The company will not require a pregnant employee to accept an accommodation that is not necessary for them to perform their job, nor will it require an employee to take a leave of absence if another reasonable accommodation exists. Retaliation against employees who seek accommodations under this policy is strictly prohibited.

### ***BREASTFEEDING BREAKS***

The company will provide employees reasonable break time to express breast milk for a nursing child for up to two years after the child's birth. When aligned with the employee's regular paid rest breaks, the breaks will be paid. Any additional breaks will be unpaid for

non-exempt employees. Corwin Automotive Group will make reasonable efforts to provide a room or other location in close proximity to the work area, other than a toilet stall, where the employee can express breast milk in privacy, so long as doing so does not pose an undue hardship on the operation of Corwin Automotive Group's business. Employees may request breaks or a location to express breastmilk under this policy by contacting their supervisor or General Manager. Retaliation against employees who request breaks under this policy is strictly prohibited.

### ***INTRODUCTORY PERIOD***

For every new employee, the first ninety days of full-time employment is a trial period for both you and Corwin Automotive Group. During this time, you are able to learn about the dealership, your job, and your new surroundings. At the same time, your supervisor will assist you in learning your job.

During this first ninety days, your job performance, attendance, attitude and overall interest in your job will be carefully reviewed by your supervisor. The dealership will then evaluate your performance and make a decision concerning your continued employment. Completion of the introductory period does not change or alter the "at-will" employment relationship. You continue to have the right to terminate your employment at any time, with or without cause or notice, and the dealership has a similar right.

### ***EMPLOYEE CLASSIFICATION***

#### **Full-Time Employees**

Full-time employees are employees who are normally scheduled to work 40 hours per week. Full-time employees are eligible for all of the benefits set forth in the following pages.

#### **Part-Time Employees**

Part-time employees are employees who are normally scheduled to work fewer than 40 hours per week. Part-time employees are not eligible for benefits. However, part-time status will adhere to State/Federal guidelines pertaining to employees averaging more than 30/hour week.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult the Personnel Manager.

### ***ATTENDANCE***

Normal working hours will be explained by your supervisor, and you are expected to be present and ready to work during this time. If you are absent or tardy, you must notify your supervisor prior to the start of your shift. You may not leave a message with a receptionist or other employee unless your supervisor is unavailable. If you do not follow this procedure, it will be considered a no-call/no-show.

If you must leave the dealership during working hours, you must notify your supervisor before leaving. It will otherwise be considered job abandonment and quitting your employment.

Habitual tardiness or absence puts a strain on your fellow employees. For this reason, your supervisor will counsel you if a problem develops, and if it is not resolved, disciplinary action will be taken.

From time to time, you may be asked to work overtime. The company will give you all available notice, and when practical, will ask for volunteers. However, you are required to work overtime if directed by your supervisor.

### ***POLICY PROHIBITING DISCRIMINATION, SEXUAL HARASSMENT AND OTHER TYPES OF HARASSMENT***

Corwin Automotive Group is committed to a work environment in which all individuals are treated with respect and dignity and expects that all relationships will be free of bias, prejudice, harassment, discrimination, and retaliation. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on race, color, creed, religion, national origin, ancestry, sex, sexual orientation, transgender status, gender identity, sexual expression, pregnancy (including childbirth, lactation, or related conditions), marital status, disability, age, familial status, genetic information, local human rights commissions activity, veteran status, uniformed servicemember status, traits historically associated with race (like hair or wearing protective hairstyles), or any other status protected by federal, state, or local laws.

We recognize and value diversity and inclusion in all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, other compensation, termination, and all other terms, conditions, and privileges of employment.

The company strictly prohibits all forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated. Violation of this policy by any employee will subject him or her to immediate discipline, up to and including termination.

#### ***Sexual Harassment and Discrimination***

While it is not possible to identify every act that may or may not constitute sexual harassment, the following are some examples:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;

- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors (or denying such favors or benefits if such sexual favors are denied); and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

### *Other Harassment and Discrimination*

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual based upon their race, color, creed, religion, national origin, ancestry, sex, sexual orientation, transgender status, gender identity, sexual expression, pregnancy (including childbirth, lactation, or related conditions), marital status, disability, status with regard to public assistance, age, familial status, genetic information, local human rights commissions activity, veteran status, uniformed servicemember status, traits historically associated with race (like hair or wearing protective hairstyles), or any other status protected by federal, state, or local laws.

While it's not possible to list all the examples that may or may not constitute other forms of workplace harassment, the following include some examples:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected statuses;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected statuses and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any of the protected statuses.

### *Reporting Harassment and Discrimination*

Any employee who feels they have witnessed or has been subjected to any form of discrimination or harassment is encouraged to inform the harasser directly that the conduct is unwelcome and must stop if they feel comfortable doing so. In addition, the employee should report the facts of the incident(s) to any of the following: their immediate supervisor, any manager or senior leader of the Company, and/or Human Resources. Upon receipt of a complaint, an appropriate member of Human Resources or management will initiate a confidential, prompt, thorough, objective, and good-faith investigation of the allegations. All employees are required to participate in any investigations conducted under this policy as a condition of their employment, and failure

or refusal to do so could result in disciplinary action, up to and including termination of employment.

Employees who are found to have violated this policy are subject to discipline that may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of this policy.

Retaliation against individuals for reporting harassment, filing a discrimination charge, testifying, or participating in a discrimination-related investigation, proceeding, or lawsuit is expressly prohibited, as is retaliation against employees who oppose employment practices that they reasonably believe discriminate against individuals, in violation of applicable antidiscrimination laws.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Dealership determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Dealership may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Dealership will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

### ***DISCIPLINARY MEASURES***

It is the company's policy to use disciplinary measures only as a last resort to correct problems of employee conduct. The type of discipline imposed will be dependent upon the seriousness of the problem and the number of warnings already issued. The following are merely guidelines, however, as the company may skip warnings and move directly to termination of employment as it determines necessary.

#### **Verbal Warning:**

A verbal warning is generally used to inform employees of minor rule violations on the first offense; it serves to remind employees of specific rules, policies, and procedures.

#### **Written Warning:**

A written warning is a formal step in the company's disciplinary process and becomes a part of the employee's personnel record. The employee will be asked to sign a copy of the warning showing that he/she has received it. Repetition of an offense for which a written warning has been received is grounds for discharge.

#### **Discharge:**

An employee may be discharged with or without prior warning for major violation of company rules. The section of the handbook entitled "Specific Rules and Regulations" provides more information in this area.

## ***CODE OF CONDUCT***

It is impossible to list all the rules and polices we expect our employees to follow. Most of them are merely common sense. The following examples are of such a serious nature that they bear special emphasis, and violation may result in immediate disciplinary action.

- Destruction/removal of company property
- Substandard work performance
- Negligence in performing duties
- Falsification of company records (including time records and Employment application.)
- Unreported or excessive absenteeism/tardiness
- Insubordination
- Possession of alcohol or drugs or being under the influence while on duty
- Possession of weapons or firearms while on duty
- Sleeping on duty
- Fighting or horseplay on company premises
- Unauthorized use of company vehicles
- Gambling on company premises
- Use of obscene or abusive language on company premises
- Disclosing confidential company information
- Theft
- Employee harassment

## ***PERSONNEL FILES***

Upon request, Corwin Automotive Group will provide employees an opportunity to inspect and obtain a copy of any part of their own personnel files once per year. The inspection and/or copying will occur at the employee's job site or the Corwin Automotive Group office in which the files are maintained at a time convenient to both Corwin Automotive Group and the employee. Former employees may inspect their personnel files once after termination in the presence of the person responsible for managing personnel data or another employee Corwin Automotive Group designates.

Personnel files do not include documents or records required to be maintained in a separate file (like medical documents), documents or records pertaining to confidential reports from previous employers of the employee, an active criminal investigation, an active disciplinary action, an active investigation by a regulatory agency, or any information that identifies any person who made a confidential accusation against the employee.

## ***TIME KEEPING PROCEDURES***

Unless otherwise notified, each employee is required to record his or her hours of work with the process in place for the specific Dealership they are assigned to. Accurately recording all your time is required in order to ensure that you are paid for all hours worked

as required by wage and hour laws. You will be informed your first day on the job whether you are required to keep your time by use of a time clock, a time sheet or some other method. Whatever your method of time keeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked. Failure to accurately record your time may result in discipline, up to and including termination.

Any changes or corrections to your timecard or time record must be initialed by you and your department manager. **UNDER NO CIRCUMSTANCES MAY ANY EMPLOYEE PUNCH ANOTHER EMPLOYEE'S TIME CARD.**

### ***PAY PERIODS***

Your manager will advise you of the designated paydays. At Corwin Automotive Group, the standard pay period is semimonthly for all employees. Unless otherwise noted, pay dates are three working days after the 15<sup>th</sup> of the month and three working days after the last day of the month. If a pay date falls on a weekend or holiday, paychecks will be issued on the following business day. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Manager if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your manager immediately.

### ***PAYCHECK DEDUCTIONS***

Corwin Automotive Group is required by law to make certain deductions from your pay each pay period. This may include income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your manager. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an adjustment, which will be paid no later than your next regular payday.

### ***WORK SCHEDULE***

Work Week

The schedule of hours you work will be set by your manager or supervisor. The work week is a normal 40-hour week which starts on Sunday at 7 AM and ends on Saturday at



9 PM. Any hours over 40 will be paid at the rate of one and one-half of the regular hourly rate. An employee must have overtime work in their department approved by their supervisor in advance.

### Meal and Rest Breaks

Employees who work five (5) continuous hours or more when two (2) or more employees or more are on duty will be provided an uninterrupted 30-minute meal break. Breaks are unpaid if the employee is completely relieved of their working duties and must be punched or marked on your timecard each day.

### ***INSURANCE REQUIREMENTS FOR DEMO USE***

All employees who are provided a demo must carry a personal auto policy with at least \$1,000,000 in coverage. If a personal auto is not owned, the coverage required is "Named Non-Owned" auto liability coverage. This requirement can be satisfied with a personal auto insurance policy if you own other vehicles. If you do not own any other personal vehicles you must purchase "Named Non-Owned" auto liability coverage with at least \$1,000,000 in coverage. Your personal insurance agent should be able to help you obtain this coverage. You are required to provide proof of that coverage annually. This is for your benefit and provides you coverage if you are involved in any accident.

### ***CIVIC DUTIES***

#### **Jury Duty**

If you receive a call to jury duty, please notify your supervisor immediately so he or she may plan your leave without overly disrupting your department. Please provide your supervisor with a copy of the jury duty notice as soon as it is received. Time off for jury duty is unpaid for non-exempt employees, unless otherwise required by law. It might be paid for salaried exempt employees depending on the circumstances.

The Dealership reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Dealership will not retaliate against employees who request or take leave in accordance with this policy.

#### **Voting**

Although polls are open for extended hours, we realize that in some instances our employees are required to work overtime and may find these hours are not sufficient to enable them to make it to the polls. If you have a problem in this respect, please let your supervisor know so that we can make arrangements for you to have the necessary time off to vote.

Please review the state supplement related to your worksite location for local rules regarding voting entitlements.

## ***TERMINATION OF EMPLOYMENT***

In the event you choose to resign from your position, we ask that you give us at least two weeks' notice. This will allow the company time to find a replacement without putting a burden on your coworkers.

You will be responsible for:

- returning all company property, including office keys, demo keys, and uniforms;
- settling any open account with the company;
- selecting options regarding employee insurance;
- completing employee exit survey;
- picking up last payroll check from Payroll Department; and
- providing the payroll department with address information to receive year-end payroll documents.

The value of any company property you do not return by your final day must be repaid. In the event of a missing showroom key, you will be required to pay for re-keying the doors and new keys for all employees. Your final paycheck will be processed at the normal payroll date.

## ***PROBLEM RESOLUTION PROCEDURE***

In any organization, questions and problems may arise between employees, and between an employee and their supervisor. The company's problem resolution procedure is intended to resolve such situations before any working relationship is harmed.

1. Bring the problem to the attention of your supervisor, who will work to find a resolution.
2. If you are not satisfied with the resolution, make an appointment with the General Manager to discuss the problem.
3. If the General Manager is unable to resolve the problem, it will be escalated to the President of the company or their designee.
4. Under no circumstances will an employee be retaliated against for sincerely bringing a problem to management's attention.

## ***CONFLICT OF INTEREST***

It is our policy to forbid employees to deal in the buying or selling of automobiles in private transactions. Employees also may not perform outside mechanical work or sell parts in private transactions or engage in any other business which competes with the dealership. Also, dealership policy forbids a financial interest in an outside concern which does business with or is a competitor of the dealership. Rendering of directive, managerial, or consulting services to any outside concern which does business with or is a competitor of the dealership, except with the knowledge and written consent of the General Manager is also prohibited. If you think that there is a possibility that you may have a conflict, it is your responsibility to notify the General Manager and obtain their approval in writing.

No employee shall accept a gift from a person or company that does business with Corwin Automotive Group. Nominal gifts (less than \$25) are accepted.

Any questions as to what constitutes a conflict of interest should be directed to your supervisor.

### ***CONFIDENTIALITY AND NONDISCLOSURE***

Corwin Automotive Group may furnish to the employee certain confidential information and may further allow the employee the right to discuss or interview representatives of Corwin Automotive Group on the following conditions:

- The employee agrees to hold confidential or proprietary information or trade secrets (“Confidential Information”) in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used any other purpose, or disclosed to any third party.
- No copies will be made or retained of any written information or prototypes supplied without the permission of Corwin Automotive Group.
- At the conclusion of any discussions, or upon demand by Corwin Automotive Group, all confidential information, including prototypes, written notes, photographs, sketches, models, memoranda, or notes taken shall be returned to Corwin Automotive Group.
- Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this agreement and have been approved by Corwin Automotive Group.

This section is provided for your information only and does not encompass the entirety of the Confidentiality and Nondisclosure agreement. Refer to the separate Confidentiality and Nondisclosure agreement for additional details.

### **EMPLOYEE BENEFITS**

A substantial part of your total compensation is in the form of non-cash benefits. The company believes that providing these extra benefits to its employees is an important part of attracting and retaining the finest personnel. While the items mentioned below are currently in force, they are subject to change or discontinuance at the company’s discretion.

*Note: Please refer to State-Specific Information below for details related to sick leave, vacation, and PTO in each state.*

### ***VACATION***

The company provides paid vacation based upon length of service.:

For employees who are not compensated by commissions, paid time off for vacation is granted on the anniversary date of your employment, and it is not accrued during the

year. Employees do not have available, accrue or earn vacation pay in their first year of employment.

Commissioned employees may elect to be paid for their vacation in lieu of time off. For commission employees their payment is figured as 1/52 of the prior year's earnings per week of vacation pay. Salaried employees are paid at their regular salary while on vacation.

1. 1 week after one year of employment
2. 2 weeks after two years of employment
3. 3 weeks after 10 or more years of employment

### ***HOLIDAY***

Holiday pay is eligible to full-time employees who work 36-40 hours per week and have met the probationary period of 90 days. Paid holidays are determined each year based upon the dealership's calendar and objectives and may vary among departments and locations. Your supervisor will explain the paid holidays that pertain to you. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs.

### ***PERSONAL DAYS***

Personal days will be earned by calendar year beginning on January 1 with as follows:

- one (1) personal day after one full year of employment
- two (2) personal days after two full years
- two (2) additional personal days (a total of four (4) personal days) after 15 full years of employment
- one (1) additional personal day (a total of five (5) personal days) after 20 full years of employment
- . This policy does not apply to the Sales department and may vary by location.

Personal days are use-it or lose-it such that employees must use the allocated personal days before the end of the calendar year, otherwise the paid time off for personal days will be forfeit.

### ***PAID MATERNITY LEAVE***

Corwin Automotive Group will provide paid time off to all eligible employees who are welcoming a new child into their home through birth. Employees who are recovering from childbirth will receive six (6) weeks of paid leave. Employees who are parents, but not the

birth parent of a newborn or newly adopted child, will receive two (2) weeks of paid leave following the birth. Paid leave under this policy is only available within the first twelve (12) weeks following the birth or adoption. Paid leave under this policy will run concurrently with time off under the Family and Medical Leave Act (FMLA) and/or any state parental leave law. Employees may use other PTO benefits after exhaustion of Paid Parental Leave. Employees must be employed by Corwin Automotive Group for 12 full months in order to earn paid leave. Employees must also provide at least thirty days' notice of their intent to take leave under this policy.

If both parents are employed by the company only one may be entitled to paid leave benefits under this policy. Upon termination of employment, the employee shall not be eligible for payment for any unused Parental Leave.

Employees who work in a state (see the state supplements included with this handbook) that provides as much or more paid time off benefit as this policy will receive the better benefits, not both.

Paid Parental Leave is available to any parent who is eligible for Unpaid Parental Leave (see eligibility rules for Family and Medical Leave, below).

### ***HEALTH/DENTAL INSURANCE***

The company pays a portion of the premium for health insurance for each employee. There is a 60-day waiting period to be eligible. Your election date will either be the 1st or the 16th of the month following your first 60 days. You can only enroll in the plan on your election day or on January 1 of each year. The dental insurance is available as an option and the company does not participate in the premium. You may contact the personnel department for current premium rates.

### ***RETIREMENT PLAN***

The company offers a 401(k) plan through Bell Bank. You may enroll after one full year of employment. The minimum requirement to participate is 3% of your gross wages and the company matches 50% of your dollar up to 3%. You may contact the personnel department for more detailed information.

### ***SERVICE DISCOUNTS***

Employees may purchase parts at the dealerships cost plus 10% and are eligible for a 25% discount on retail service labor. All employee purchases must be on a cash basis with deductions from wages not allowed.

### **NEW VEHICLE PURCHASE**

Employees may purchase new vehicles, for personal use only, from stock at invoice plus dealer adds or dealer advertised price. Dealer Principal and General Manager have the right to:

- Exclude limited production models
- Discount vehicles based on current manufacturer program.

### **USED VEHICLE PURCHASE**

Employees may also purchase used vehicles, for personal use. If the vehicle has been in stock less than 45 days, the price is negotiable. If the vehicle has been in stock for over 45 days, it may be purchased at inventory value.

Financing for all employees will be done at the dealer's buy rate, and employees may purchase an extended warranty, all back-end products and aftermarket for cost plus 10%.

### **FAMILY AND MEDICAL LEAVE (FMLA)**

Eligible employees can take up to 12 weeks of unpaid, job-protected leave in a 12-month rolling period for the qualifying reasons described below. Employees may be permitted to take leave intermittently or on a reduced schedule when medically necessary.

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement)
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month rolling period to care for the servicemember with a serious injury or illness. An employee does not need to use the leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

FMLA leave may run concurrent with other forms of paid leave offered by the company, including Paid Parental Leave (see Paid Parental Leave policy). If available, employees

must use accrued PTO while taking leave under this policy. Once all accrued PTO has been used, the remainder of leave under this policy is unpaid.

During the period of FMLA leave, employees can continue participating in Corwin Automotive Group's medical plan under the same conditions that applied before leave commenced. To continue medical coverage, the employee must continue to make any contributions they made to the plan before taking leave. Please contact the General Manager or HR to arrange for your payments.

Upon return from FMLA leave, most employees will be restored to the same job or a similar one with equivalent pay, benefits, and other employment terms and conditions. The company will not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Employees may take leave under the FMLA if they have been employed with the company for at least 12 months and have worked at least 1,250 hours in the 12-month period preceding the leave. Employees who are not eligible for leave under the FMLA may request an unpaid leave of absence subject to the company's approval.

Generally, employees must give 30-days' advance notice of the need for FMLA leave when the need for leave is foreseeable. If such notice is not possible, an employee must notify the General Manager or HR as soon as possible and, generally, follow the company's usual procedures. Employees are not required to share any medical diagnoses, but they must provide enough information to the General Manager or HR so they can determine if the leave qualifies for FMLA protection. Information showing that an employee is or will be unable to perform their job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary is sufficient. Employees must inform the company if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Corwin Automotive Group may require a certification or periodic recertification supporting the need for leave. If the certification is incomplete, the company will provide a written notice indicating what additional information is required.

Once the company becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, it will notify the employee if they are eligible for FMLA leave and, if eligible, a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the company will provide a reason for ineligibility.

The company will notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ***MILITARY LEAVE OF ABSENCE***

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

## **GENERAL POLICIES**

### ***PARKING***

Your supervisor will instruct you to the designated parking locations. Employees are prohibited from parking in the customer spaces on the dealership lot. Your supervisor may also request that employees leave certain street parking locations for customers.

### ***ACCIDENT***

Any accident involving property damage or personal injury during work must be reported immediately to your supervisor. If you are involved in an accident involving company or customer property, you shall:

- Remain at the accident scene until the police have arrived and completed their report.
- Do not discuss the accident with anyone except the police, do not admit fault or make any admissions; and
- Report the accident to your supervisor as soon as possible.
- Same day Mandatory Drug testing of employee involved in any accident.

### ***PERSONAL PROPERTY***

Corwin Automotive Group is not responsible for the loss or damage of any personal property during work time. Should any sort of loss or damage of your personal items happen while on a Corwin property it will be your responsibility to cover any cost to those items. Examples of these items include:

- Vehicles
- Toolboxes
- Tools
- Phones
- Purses
- Computers

### ***WORK ON PERSONAL CARS***

The General Manager may, at their sole discretion, permit the use of company facilities, during non-business hours, for work on an employee's personal vehicle(s). The company



assumes no liability for any damage or injuries for such non-work-related activities. Under no circumstances may company equipment or tools be removed from the premises for personal use.

### ***SMOKING***

Smoking on any of the Corwin properties must follow regulations of State Laws. This includes any type of tobacco and E-Cigarettes. It is prohibited to smoke in a customer or Company-owned vehicle.

### ***APPEARANCE***

Each supervisor is authorized to set and enforce standards of dress and grooming based on the responsibilities of his department.

### ***UNIFORMS***

If uniforms are required in your department, your supervisor will advise you of the company policy regarding your responsibility for the cost and maintenance.

### ***SOCIAL MEDIA USE***

Employees are strictly prohibited from using social media during working hours or by using company property, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the company.

Corwin Automotive Group respects the right of any employee to use social media during their personal time. However, to protect company interests, employees must:

- Not disclose confidential or proprietary company information on social media;
- Provide a disclaimer that any opinions mentioned do not reflect the company if the employee's profile or posts reveal that the employee works for Corwin Automotive Group;
- Not use social media to violate any other Company policy, such as confidentiality or harassment;
- Use their best judgment when positing online.

Failure to follow these guidelines may result in discipline, up to and including termination.

### ***INTERNET USAGE***

The purpose of our Internet is to provide appropriate technical and educational materials. The use of the Internet at work, is to be restricted to business purposes only. Use not related to business will be considered unauthorized by the company and reason for immediate discipline up to and including termination. Internet access may be restricted at

any time, for any reason and without advance notice to employee. The company prohibits employees from using the Internet to directly or indirectly; passively and/or actively; participate in any/all illegal activities, or to violate any company policies including, but not limited to, the anti-discrimination and anti-harassment policy. The company prohibits employees from viewing sexually explicit materials, pictures, words; audio and/or descriptions on the premises and at any hour.

### ***SOLICITATION***

Solicitations of any kind are prohibited during working time. If you wish to engage in solicitations, employees may do so during breaks or outside working hours.

### ***CASH REPORTING POLICY***

All employees must comply with all cash reporting laws and regulations established by the IRS. The dealerships policy prohibits employees from discussing cash reporting laws with customers. All customer questions concerning this subject should be referred to the General Manager. Employees are prohibited from structuring payments with a customer in any way that would avoid the IRS cash reporting requirements. Violation of the policy can result in termination and also could result in a felony conviction.

### **SAFETY**

Each employee is entitled to work in a safe and healthy environment. The following are some specific rules to be followed, but the list is by no means inclusive:

1. The speed limit on company property is 5 miles per hour.
2. Extreme care shall be exercised while driving or moving a vehicle, or operating any piece of equipment.
3. All safety clothing and apparatus is to be worn as directed by your supervisor.
4. All traffic areas are to be kept open and uncluttered.

If you see a potential safety hazard, please correct the situation or report it to your supervisor immediately.

Any injury which occurs on the job, regardless of how trivial it may appear, must be immediately reported to your supervisor. First aid supplies are available in the dealership. The company is required to report all work-related accidents to state regulatory agencies. In the event further medical attention is required, you will be provided transportation to a nearby facility. Our company is enrolled in the Risk Management Program with North Dakota Work Force and Safety, and you must go to one of the designated health care providers.

## **SUBSTANCE ABUSE POLICY STATEMENT**

*Corwin Automotive Group* is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any *Corwin Automotive Group* employee illegally uses drugs on or off the job, comes to work under the influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job.

### *Purpose*

*Corwin Automotive Group* recognizes that drug and alcohol abuse has become a serious problem in our society. It is known that this problem has been extended into the workplace such that some employees may be impaired in the performance of their duties.

The company is especially concerned that drug and alcohol impaired employees, whether full time, part-time, or temporary, may create unsafe conditions for themselves, coworkers, and the public. In order to reduce the risk of accidents and injuries, and minimize errors and loss of productivity, the company is implementing a program, which will help to provide an opportunity for rehabilitation of those employees whose use of drugs, or alcohol impairs their job performance.

This program will include pre-employment, reasonable suspicion drug and alcohol testing of employees, and treatment and post-treatment drug testing of employees referred for counseling or treatment as set forth below.

In addition to prevention and treatment, the primary purpose of this policy is, therefore, to provide for the health and safety of employees and to maintain a work environment free from the effects of alcohol and drugs.

For employees whose lives or the lives of family members have been affected by substance abuse problems, we view our program to be a unique and valuable resource for rehabilitation. It may be the best opportunity these individuals will ever have to rid themselves of a potentially life-threatening problem.

### *Employee Assistance Plans*

*Corwin Automotive Group* has available resources for employees through our insurer's employee assistance plan (EAP). Through the EAP employees may receive assistance regarding drug counseling and rehabilitation programs. Confidential referral information concerning such programs is available by contacting our HR department or General Manager.

### *Scope*

This policy will apply to all full-time, part-time, and temporary employees and applicants of the Company.

This policy replaces and supersedes all previous Corwin Automotive Group policies regarding Drug and alcohol testing. To the extent that any provision is contrary to the law, the provision will be voided.

### *Definitions*

The following definitions apply when used in this policy:

- “**Corwin Automotive Group owned facilities**” and “**Corwin Automotive Group equipment, machinery or vehicles**” means all property, equipment, machinery or vehicles owned, leased, rented or used by Corwin Automotive Group for business purposes.
- “**Drug(s)**” means a controlled substance under schedule I-IV as defined in federal Controlled Substances Act (CSA).
- “**Reasonable suspicion**” means a basis for forming a belief based on specific facts and rational inferences drawn from those facts.

### *Prohibitions/Requirements*

- A. No employee shall report to work under the influence of alcohol or Drugs, unless prescribed to him/her by a medical provider. Employees enrolled in a state cannabis or marijuana medical program who tests positive for cannabis shall be excepted from this prohibition, *unless* the employee used, possessed, or was impaired by medical cannabis or medical marijuana on Corwin Automotive Group’ premises during work.
- B. No employee shall distribute, dispense, possess, sell, transfer, or use alcohol while on Corwin Automotive Group premises, including Corwin Automotive Group parking lots, or while operating Corwin Automotive Group equipment, machinery or vehicles, or while engaged in Corwin Automotive Group business off premises. Alcohol is permitted only during Corwin Automotive Group sponsored events. Employees are prohibited from being intoxicated during such sponsored events and are expected to use exhibit professionalism at all times.
- C. No employee shall engage in the unlawful manufacture, distribution, dispensation, solicitation, possession, sale, transfer or use of Drugs while on Corwin Automotive Group premises, including Corwin Automotive Group’ parking lots, or while operating Corwin Automotive Group machinery, equipment or vehicles, or while engaged in Corwin Automotive Group business off premises.
- D. Illegal Drugs found on Corwin Automotive Group premises, including but not limited to Corwin Automotive Group parking lots, machinery, equipment or vehicles, may be turned over to a local law enforcement agency for criminal prosecution. In addition, Corwin Automotive Group may notify a local law enforcement agency when it suspects that an employee may be in possession of

illegal Drugs or otherwise be engaged in any unlawful activity while at work or on Corwin Automotive Group premises.

- E. Engaging in the unlawful manufacture, distribution, dispensation, solicitation, possession, sale, transfer or use of illegal Drugs while off-duty may affect an employee's ability to perform his/her job for Corwin Automotive Group and/or harm Corwin Automotive Group or its reputation, and may subject the employee to discipline, up to and including termination of employment.

#### *Failure to Comply*

All employees are responsible for reading and understanding this policy. Any questions regarding this policy should be directed to HR or the General Manager. Failure to comply with any part of this policy may result in discipline up to and including termination of employment.

#### *Drug and Alcohol Testing*

To effectuate this policy, Corwin Automotive Group may test employees for Drugs and/or alcohol under the circumstances outlined below.

#### *Reasonable Suspicion Testing*

An employee may be subject to Drug and alcohol testing when Corwin Automotive Group has a reasonable suspicion that he or she:

- has violated any prohibition contained within the Prohibitions/Requirements section of this policy;
- is under the influence of Drugs or alcohol while working;
- has sustained a personal injury or has caused another employee to sustain a personal injury; or
- has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

An employee who sustains a personal injury in relation to employment and fails to promptly and properly report the injury will be subject to disciplinary action up to and including termination of employment.

#### *Treatment Program Testing*

An employee may be required to undergo Drug and alcohol testing if the employee has been referred by Corwin Automotive Group for chemical dependency treatment or evaluation or is participating in a chemical dependency treatment program under an employee benefit plan. An employee meeting these conditions may be required to

undergo Drug and alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following the completion of any prescribed chemical dependency treatment program.

### *Job Applicant Testing*

Corwin Automotive Group may require that applicants who have received a conditional offer of employment for a particular position be tested under this policy. If the offer of conditional employment is subsequently withdrawn, Corwin Automotive Group will notify the applicant of the reason for the withdrawal.

### *Testing Protocol*

- A. *Testing Laboratory.* Corwin Automotive Group has contracted with a laboratory statutorily authorized, certified by the National Institute on Drug Abuse (NIDA), accredited by the College of American Pathologists (CAP), or licensed to test drugs by the New York State Department of Health.
- B. *Notification of Medical Cannabis or Marijuana Program Participation.* Employees who are participants in an authorized medical cannabis or medical marijuana program will be given the opportunity to notify the laboratory testing professional of their participation and the potential for a test result. No employee will be disciplined because of their participation in such program or certification to use cannabis or marijuana.
- C. *Refusal to Participate.* Any individual may refuse to undergo the required Drug and/or alcohol test. Employees who refuse to be tested will be immediately terminated (for misconduct). Refusals to submit to Drug and/or alcohol testing include the following situations:
  - Failing to appear for any test as directed by Corwin Automotive Group;
  - Failing to remain at the testing site until the testing process is completed;
  - Failing to provide a urine specimen for any drug test required.
  - In the case of a directly observed or monitored collection in a drug test, failing to permit the observation or monitoring of the employee's provision of a specimen;
  - Failing to provide a sufficient amount of urine when directed and after being determined, through a required medical evaluation, that there was no adequate medical explanation for the failure;
  - Failing or declining to take a second test the employer or collector has directed the employee to take;
  - Failing to cooperate with any part of the testing process (e.g., refusing to empty pockets if so, directed by the collector, behave in a confrontational way that disrupts the collection process, fail to complete all documents or fail to comply with reasonable directives); or

- Submitting an adulterated sample or substituted test result, as verified by the medical review officer.

D. *Testing Procedures.* Employees must submit to testing immediately. If the request is for reasonable suspicion testing, the employee is not allowed to drive a vehicle to the clinic, and alternative transportation arrangements must be made. An employee who refuses to cooperate with alternate arrangements for transportation to the clinic will be subject to discipline, up to and including termination. Employees who are certified participants of a state-licensed medical marijuana or medical cannabis (or the equivalent) program may have additional rights and are directed to notify Corwin Automotive Group and the clinic conducting the test of their participation in the program. All test samples will be subject to an initial screening test (“initial test”). Samples that test positive for Drugs and/or alcohol on the initial test will be subject to a “confirmatory test.” Positive initial test results will not be reported to Corwin Automotive Group until they have been verified by a confirmatory test.

For purposes of this policy, anyone who provides a diluted test sample will be considered to have provided a “positive” sample.

E. *Consequences of Positive Test Results (Failed Tests).*

1. First Failed Test. The first time an employee has produced a confirmed positive alcohol or Drug test that has been verified by a confirmatory retest, or has not been challenged:
  - i. The employee may be given the opportunity to participate in an alcohol or drug counseling or rehabilitation program at the employee’s own expense or through Corwin Automotive Group’ benefit plan (EAP). The type of counseling or rehabilitation program in which the employee participates will be determined by Corwin Automotive Group after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency; and
  - ii. If the employee refuses to participate in the counseling or rehabilitation program or does not successfully complete the program, as evidenced by his/her withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program, his or her employment will be terminated immediately; and
  - iii. The company may elect to move the employee to an alternate position either permanently or during any rehabilitation program; and

- iv. The company may elect to discipline employee, up to and including termination of their employment at any time during the rehabilitation or following the positive test result.
2. Second or Subsequent Failed Test. The second time an employee has produced a confirmed positive alcohol or Drug test that has been verified they will be discharged immediately.
3. Applicants and Failed Tests. Applicants who have confirmed positive results to a Drug and alcohol test will have their conditional offers withdrawn and will not be considered for employment.

### *Confidentiality*

Test results and other information acquired in the Drug and/or alcohol testing process will be treated as confidential information, except that, with the written consent of the tested individual, the information may be disclosed to another employer or to a third-party individual, government agency, or private organization. The testing laboratories used to administer the testing under this program will comply with state and federal guidelines regarding chain-of-custody of the testing samples, record keeping, handling, labeling and identification.

### *Non-Discrimination*

The company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any Company employee, including themselves.

### **SUMMARY**

This employee handbook is meant to highlight the opportunities and responsibilities with the Corwin Automotive Group. Our success depends on the success of our employees. Again, welcome to the Corwin Automotive Group dealership family, we look forward to working with you.

### **APPENDICES**

The employee will be required to complete and sign the following forms in addition to this handbook:

- New Employee Information Sheet
- Wage Deduction Authorization



- General Safety Rules
- General Conduct
- New Employee Safety Orientation
- Policy on Dealership Integrity
- Policy Statement on Cash Reporting
- Insurance Deductible Policy
- Care and Custody of Funds
- Cell Phone Use Policy
- Employee Agreement on Information Security
- Mutual Agreement to Mediate and Arbitrate
- Confidentiality and Nondisclosure Agreement
- Internet & Social Media Publishing Guidelines
- US Form I-9: Employment Eligibility Verification
- US Form W-4: Employee's Withholding Allowance Certificate

Additional forms may be required as needed. Refer to your manager or Human Resources with any questions. See all copies of policies at the end of the Employee Handbook.

## **COLORADO EMPLOYEES**

### ***EQUAL EMPLOYMENT OPPORTUNITY***

In addition to the Equal Employment Opportunity policy outlined in the general Employee Handbook, the company will not discriminate against employees or applicants for employment based on their marriage to another Corwin Automotive Group employee. Further, Employer will not discriminate against employees for engaging in lawful conduct off Employer premises during nonworking hours, unless the activity relates to a bona fide occupational requirement or is reasonably related to employment activities and responsibilities of the particular employee or a particular group of employees or is necessary to avoid a conflict of interest or an appearance of a conflict of interest.

### ***PAID SICK LEAVE***

Under the Healthy Families & Workplaces Act, employees who do not accrue paid sick leave under Employer's general paid sick leave policy will accrue one hour of paid sick leave for every 30 hours worked, up to 48 hours per year. Employees can roll over three years for a total of 144 hours. Employees can carry over unused accrued sick leave from one year to the next, but employees may not use more than 48 hours of paid sick leave in a year. If an employee who accrues paid sick leave under Employer's general paid sick leave policy could accrue and bank more sick leave under this policy, this policy will apply for such purposes.

Employees may use accrued paid sick leave to be absent from work for the following purposes:

- The employee has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
- The employee needs to care for a family member who has a mental or physical illness, injury, or health condition; needs a medical diagnosis, care, or treatment related to such illness, injury, or condition; or needs to obtain preventive medical care;
- The employee or family member has been the victim of domestic abuse, sexual assault, or harassment and needs to be absent from work for purposes related to such crime; or
- A public official has ordered the closure of the school or place of care of the employee's child or of the employee's place of business due to a public health emergency, necessitating the employee's absence from work.

During public health emergencies, employees will receive an additional, one-time supplement of the number of hours needed to bring the employee's paid sick leave bank

up to 80 hours of leave or the number of hours typically worked in a two-week period for part-time employees. Emergency paid leave may be used for the following reasons:

- 1) The employee needs to self-isolate due to either being diagnosed with, or having symptoms of, a communicable illness that is the cause of a public health emergency;
- 2) The employee is seeking diagnosis, treatment, or care (including preventive care) of such an illness;
- 3) The employee is being excluded from work by a government health official, or by an employer, due to the employee's exposure to, or symptoms of, such an illness (whether or not the employee is actually diagnosed with the illness);
- 4) The employee is unable to work due to a health condition that may increase susceptibility or risk of such an illness; or
- 5) The employee is caring for a child or other family member who is in category (1), (2), or (3), or whose school, childcare provider, or other care provider is either unavailable, closed, or providing remote instruction due to the public health emergency.

Employees may use paid sick leave by submitting a written request to their supervisor or HR. If possible, the employee should provide the expected length of the absence. When the need for leave is foreseeable, the employee should provide at least two weeks of advance notice and shall strive to schedule the leave in a way that does not disrupt the company's business operations. When the need for leave is not foreseeable, the employee should provide as much notice as practicable. Paid sick leave under this policy may be used in one-hour increments. Employees who are absent under this policy for four or more consecutive workdays must provide reasonable documentation that the leave was for a purpose authorized under this policy. Documentation will not be required when the leave is for an authorized reason related to a public health emergency.

If an employee leaves the company but is rehired within six months, the company will reinstate any paid sick leave the employee had accrued but not used at the time of separation. Otherwise, paid sick leave under this policy is not payable upon separation.

Retaliation against employees for taking leave under this policy is strictly prohibited.

### ***FAMILY CARE LEAVE***

Employees may take leave under the Colorado Family Care Act ("FCA") for the same purposes and under the same conditions they may take leave under the FMLA, but the FCA expands the definition of "family member" to include domestic partners, children of any age, parents-in-law, siblings, grandparents, and grandchildren. The eligibility requirements to take leave under this policy are the same as the eligibility requirements for taking leave under the FMLA. Employer may require employees taking leave under

this policy to provide reasonable documentation or a written statement showing the family relationship with the individual for whom they are caring.

Leave taken under this section runs concurrently with any FMLA leave when applicable.

### ***WAGE DISCLOSURE***

Discrimination or retaliation against employees who inquire about, disclose, compare, or discuss their wage rates is strictly prohibited. Corwin Automotive Group will not require employees to sign a waiver or other document restricting their ability to disclose their wage rate information or otherwise interfere with an employee's ability to discuss their wage rate. Employees are by no means obligated to share their wage rate.

### ***OVERTIME***

Non-exempt employees will be paid at one and one-half of their regular rate of pay for all hours worked in excess of forty hours in a workweek, twelve hours in a workday, or twelve consecutive hours worked regardless of if the start and end times are on different workdays (excluding meal periods).

### ***REST BREAKS***

Employees are entitled to a ten-minute, paid rest break for approximately every four hours worked. To the extent practical, the breaks should be taken in the middle of each four-hour period. These rest breaks must be taken on the property of the dealership.

### ***MEAL PERIODS***

Non-exempt employees who work for more than five consecutive hours are entitled to an uninterrupted and duty-free thirty-minute meal period. To the extent practical, meal periods should take place at least one hour after the start time and one hour before the end of the shift. Meal periods are unpaid assuming the employee is completely relieved from working duties.

### ***CRIME VICTIM LEAVE***

Upon request, employees who have been working for Corwin Automotive Group for at least 12 months may take up to three working days of leave from work in any 12-month period if the employee is the victim of domestic abuse, stalking, sexual assault, or any other crime that is an act of domestic violence in order to do any of the following:

- Seek a civil protection order to prevent domestic abuse;
- Obtain medical care or mental health counseling (or both) for himself/herself or their children to address physical or psychological injuries resulting from the crime;
- Make their home secure from the perpetrator of the crime or seek new housing for that purpose; or

- Seek legal assistance for issues related to the crime and/or to attend and prepare for court-related proceedings arising from the crime.

Employees should provide advance notice of their need for leave under this policy, except in situations of imminent danger to the health or safety of the employee. Corwin Automotive Group may request reasonable documentation showing that the leave was used for this purpose. Corwin Automotive Group will keep any information received from an employee relating to taking or requesting leave under this policy confidential.

Employees must use accrued vacation or sick leave when taking leave under this policy. If the employee does not have any accrued leave available, the leave is generally unpaid.

Retaliation against employees who take leave under this policy or interfering with an employee's ability to take leave under this policy is strictly prohibited.

### ***MILITARY LEAVE***

Permanent employees who are qualified members of the Colorado National Guard or the reserve forces of the United States may take up to 15 days off work per year to receive military training or any length of absence necessary to engage in active service for the state when so commanded by the Colorado governor. Employees taking leave under this policy for training must provide evidence of satisfactory completion of such training. Upon completion of the training or other active duty, assuming the employee is still qualified to perform the duties of their position, Corwin Automotive Group will return them to their previous position or a position that is similar with the same status, pay, and seniority.

Taking time off under this policy will not affect an employee's right to receive vacation, sick leave, advancement, benefits, or any other advantage of their job they would normally anticipate. Time off under this policy is generally unpaid, but employees may use accrued vacation. For more information on this policy, please contact Human Resources.

### ***CIVIL AIR PATROL LEAVE***

Permanent employees who are members of the civil air patrol may take up to 15 days off work per calendar year to engage in a civil air patrol mission. Employees taking leave under this policy must provide evidence of the satisfactory completion of their civil air patrol service upon return. Employees must provide as much notice as practicable of their intent to be absent under this policy. Employees must return to work as soon as practicable after being relieved from service. Employees will be restored to their same position upon return.

Leave under this policy is generally unpaid, but employees may use accrued vacation. Taking leave under this policy will not affect an employee's right to vacation, sick leave, bonus, advancement, or other employment advances they would normally expect in their position.

### ***QUALIFIED VOLUNTEERS LEAVE***

Permanent employees who are qualified volunteers may take up to 15 days off work per calendar year to respond to calls to service by a volunteer organization for a disaster. To take leave under this policy, employees must provide proof that they are qualified volunteers, and they must return to their job with Corwin Automotive Group as soon as practicable after being relieved from emergency volunteer service. However, Corwin Automotive Group may restrict an employee's ability to take leave under this policy if an employee's absence would reduce the number of employees at the jobsite by more than twenty percent or if the employee is an essential employee, meaning they are essential to daily operations and their absence would cause economic injury or if the employee's duties include assisting in Corwin Automotive Group's own disaster recovery efforts. Employees must provide as much notice as practicable if they intend to be absent under this policy.

Leave under this policy is generally unpaid, but employees may use accrued vacation. Taking leave under this policy will not affect an employee's right to vacation, sick leave, bonus, advancement, or other employment advances they would normally expect in their position.

### ***VOTING LEAVE***

Employees who are eligible to vote and have less than three hours of time off work during which the polls are open to vote on election day may take up to two hours of paid leave to vote. Employees should notify Corwin Automotive Group of their intent to be absent on election day in advance to minimize operational disruptions.

### ***FINAL PAY***

In the event an employee is involuntarily terminated, Corwin Automotive Group will pay their final wages immediately, so long as the accounting department is scheduled to be operational and is located on site. If the accounting department is not regularly scheduled to be operational at the time of termination, Corwin Automotive Group will pay the final wages owed to the employee within six hours of the accounting department resuming operations. If the accounting department is located off-site, Corwin Automotive Group will pay final wages no later than 24 hours after the accounting department's next regular workday. Corwin Automotive Group may deduct the amount of money or the value of property that the employee failed to properly pay or return if they were entrusted with collecting, disbursing, or handling such money or property.

Employees who voluntarily resign will receive their final wages on the next regularly scheduled payday.

## **IDAHO EMPLOYEES**

### ***JURY DUTY LEAVE***

All employees may take time off work to response to summons for jury duty, serve as a juror, or attend court for prospective jury service. Employees who receive a summons for jury duty should notify their supervisor as soon as possible in compliance with Corwin Automotive Group's jury duty policy. Unless specified otherwise by Corwin Automotive Group's general jury duty policy, time off under this policy is unpaid, but employees may use PTO.

### ***MILITARY LEAVE***

Permanent employees who are members of the national guard or the reserve components of the armed forces or is a member of an organized unit may take up to 15 days of unpaid leave each year to receive military training with the armed forces of the United States. To take leave under this policy, employees must provide evidence showing the date of departure and the date of return at least 90 days in advance, as well as evidence of satisfactory completion of the training immediately upon return. Employees who take leave under this policy will be restored to their previous position or a similar one with the same status, pay, and seniority. Employees will continue accruing seniority during a leave of absence under this policy.

### ***NATIONAL GUARD LEAVE***

Employees who are members of the Idaho national guard or any other state national guard may take a leave of absence if ordered to duty by the governor of the state. Employees who take leave under this policy will be restored to their previous position or one of similar seniority, status, and pay so long as the employee is still qualified to perform the duties of the position. If the employee is no longer qualified to perform the duties of their previous position, then the employee will be offered a position within their qualifications with similar seniority, status, and pay. Corwin Automotive Group will not discharge an employee without cause within one year of return from leave under this policy.

## **MISSOURI EMPLOYEES**

### ***VOTING LEAVE***

Any employee who is eligible to vote in an election may take up to three hours of paid leave in order to vote in person on election day if the employee does not have three consecutive hours off of work while the polls are open. To take leave under this policy, employees must notify their immediate supervisors at least one day in advance of the election. Corwin Automotive Group may specify the hours during which the employee may take off to vote.

### ***JURY DUTY LEAVE***

Employees are entitled to time off work to respond to a jury summons. Employees taking leave to participate in jury duty should provide as much notice as practicable. Time off under this policy is unpaid unless otherwise specified by Corwin Automotive Group's general jury duty leave policy. Employees may use accrued vacation while on leave under this policy, though Corwin Automotive Group will not require them to do so.

### ***CRIME VICTIM LEAVE***

Employees may take time off work if they are the victim of a crime or the immediately family member of a crime or if they are a witness to a crime for honoring a subpoena to testify in a criminal proceeding, attending a criminal proceeding, or for participating in the preparation of a criminal proceeding. Employees will not be required to use accrued vacation to cover such absences.

### ***DOMESTIC VIOLENCE LEAVE***

Employees who are the victim of domestic or sexual violence or the family or household member of a victim of domestic or sexual violence (assuming the employee is not the perpetrator of such violence) may take up to two weeks off work to address such violence by doing any of the following:

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- Obtaining services from a victim services organization for the employee or the employee's family or household member;
- Obtaining psychological or other counseling for the employee or the employee's family or household member;
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic or sexual violence or to ensure economic security; or



- Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

Leave under this policy may be taken consecutively or on an intermittent or reduced leave schedule.

Corwin Automotive Group may require an employee taking leave under this policy to provide certification that they or their family or household member is a victim of domestic or sexual violence and that the leave is for one of the authorized purposes. Employees may satisfy the certification requirement by providing a sworn statement and any of the following:

- Documentation from the employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic violence or sexual violence and the effects of such violence;
- A police or court record; or
- Other corroborating evidence.

All information provided by an employee pursuant to this policy will be retained in the strictest confidence, except to the extent that disclosure is requested or consented to in writing by the employee or otherwise required by law.

Employees may continue participating in group health plans while on leave under the same conditions as if the employee was continuously working. However, if the employee fails to return to work after taking leave under this policy for a reason other than the continuation, recurrence, or onset of domestic violence, sexual violence, abuse, sexual assault, or human trafficking, or any other circumstances beyond the employee's control, then Corwin Automotive Group may record the premiums paid on the employee's behalf.

Employees returning from leave under this policy will be restored to the same position upon return or a similar position with equivalent employment benefits, pay, and other terms and conditions of employment. However, employees will not accrue any vacation or sick leave while on leave under this policy.

Any retaliation or discrimination against employees who take leave under this policy is strictly prohibited.

### ***SAFETY ACCOMMODATIONS***

Employees who are victims of domestic assault or are a family or household member of a victim of domestic or sexual violence may request reasonable safety accommodations. Such accommodations will not be provided if the employee is the perpetrator of such

violence. Corwin Automotive Group may require employees seeking accommodations under this policy to provide a written statement from them or an individual on their behalf certifying that the accommodation is related to such domestic or sexual violence.

### ***EMERGENCY RESPONDER LEAVE***

Employees who are volunteer firefighters, or members of Missouri-1 Disaster Medical Assistance Team, Missouri Task Force One, or Urban Search and Rescue Team may be absent from work in order to respond to an emergency before the time the employee is expected to report to work. Employees must make reasonable efforts to notify their supervisor that they will be absent or late under this policy. Corwin Automotive Group may request employees who miss work under this policy to provide a written statement from their supervisor or acting supervisor of the volunteer fire department or the commander of the organization with which they were volunteering confirming that the employee was responding to an emergency at the time of their absence. Time off under this policy is generally unpaid, but employees may use accrued vacation.

### ***CIVIL AIR PATROL LEAVE***

Any employee who is a member of the civil air patrol and has qualified for a civil air patrol emergency service specialty or who is certified to fly counter narcotics missions may take a leave of absence without loss of time, regular leave, or any other rights or benefits to which they would otherwise be entitled, to engage in the performance of civil air patrol emergency service duty or counter narcotics missions. Time off under this policy is limited to 15 days or the duration of a state or nationally declared emergency in the state of Missouri. Time off under this policy is unpaid, but employees may use accrued vacation. Corwin Automotive Group may request that the employee be exempting from responding to a specific mission.

## **MONTANA EMPLOYEES**

### ***NATURE OF EMPLOYMENT RELATIONSHIP***

No policy or provision in this handbook is intended to create a contract binding you or Corwin Automotive Group to an agreement of employment for a specific period of time. Except as prohibited by state law, your employment can be terminated by either you or the Company at any time, for any reason, with or without notice. Only the General Manager has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the General Manager.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

### ***PAY PERIODS***

Corwin Motors Kalispell pay dates are three working days after the 14th of the month and three working days after the last day of the month.

Corwin Honda Kalispell pay dates are three working days after the 15<sup>th</sup> of the month and four working days after the last day of the month.

If a pay date falls on a weekend or holiday, paychecks will be issued on the following business day. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Manager if this type of date arises.

### ***CRIME VICTIM LEAVE POLICY***

Corwin Automotive Group will permit eligible employees to take time off from work to participate at the prosecuting attorney's request in preparation for or attendance at a criminal justice proceeding.

To be eligible for leave, you must be:

- The victim of the crime at issue in the proceedings; or
- The victim's spouse, child by birth or adoption, stepchild, parent, stepparent, or sibling.

You are not eligible for leave if you are accountable for the crime at issue in the proceedings.

Time off under this policy will be without pay; however, exempt employees will not incur any reduction in pay for a partial week's absence. Non-exempt employees may use

accrued vacation or personal leave (if applicable). Employees should provide as much notice as practicable prior to taking time off under this policy.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### ***JURY DUTY LEAVE POLICY***

Corwin Automotive Group encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### ***MATERNITY LEAVE POLICY***

Corwin Automotive Group will provide female employees a reasonable leave of absence for the temporary disabilities associated with childbirth, delivery and related medical conditions. For a typical pregnancy and delivery, a six to eight week leave of absence will be reasonable. However, if the employee is unable to perform their job prior to or after delivery due to complications such as illness or surgical delivery, a longer leave of absence may be reasonable. If the employee and employer cannot agree to a reasonable duration, employer will rely on the employee's physical or medical provider who examined the employee. If you wish to take maternity leave under this policy, you may be required to provide a medical certification stating that you are not able to perform your employment duties as a result of the pregnancy. For purposes of this policy, a leave of absence due to pregnancy or childbirth will be treated the same as a leave of absence for any other valid medical reason.

Upon return from leave, you will be reinstated to your original job or to an equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other service credits, unless circumstances have changed such that reinstatement is impossible or unreasonable. Leave under this policy is unpaid, but employees may use accrued vacation or personal leave or apply for any other short-term disability benefits that may be available.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### ***MILITARY LEAVE***

Employees who are members of the armed services may take a leave of absence if they are ordered to state military duty. Such absences are unpaid, but employees may use accrued vacation. However, Corwin Automotive Group will not require employees to use accrued vacation. For more information on this policy, please contact your General Manager.

### ***PUBLIC OFFICIAL LEAVE***

Employees who are elected or appointed to a public office in the city, county, or state may take a leave of absence, not to exceed 180 days per year, while they are performing public service. Upon return, employees will be restored to their positions with the same seniority, status, compensation, hours, locality, and benefits as existed immediately prior to their leaves of absence. Employees who take leave under this policy must make arrangements to return to work at Corwin Automotive Group within 10 days following the completion of their public service, unless the employee is unable to do so because of illness or disabling injury which is certified to by a licensed physician. Time off under this policy is unpaid, but employees may use accrued vacation.

## **NEBRASKA EMPLOYEES**

### ***FAMILY MILITARY LEAVE***

Corwin Automotive Group provides up to 30 days of unpaid family military leave to employees who are the spouse or parent of a person called to military service. The leave must be taken during the time the federal or state deployment orders are in effect.

To be eligible for family military leave, you must:

- Have worked for the Company for at least 12 months;
- Have worked for at least 1,250 hours during the 12-month period immediately preceding the start of family military leave; and
- Be the spouse or parent of a person called to military service, by the State of Nebraska or the United States, lasting 179 days or longer.

If you need to take family military leave, notify your manager as soon as practicable. If the leave is for five or more consecutive workdays, you must provide at least 14 days' notice. Consult with your Manager to schedule the leave so as not to unduly disrupt the operations of the Company. You may be required to provide certification from the proper military authority to verify your eligibility for leave.

You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking family military leave, and such paid time off will run concurrently with the leave afforded under this policy.

Upon returning from family military leave, you will be restored to your previous position or to a position with equivalent seniority status, employee benefits, pay, and other conditions of employment.

During family military leave, you will be able to continue your health insurance benefits at your own expense.

The Company will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

### ***JURY DUTY***

Corwin Automotive Group encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

You will receive your regular compensation for time spent on jury duty; however, your pay will be reduced by any compensation — other than expenses — that the court pays you for jury duty.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### ***PAID TIME OFF POLICY***

Pursuant to Nebraska's Wage Payment and Collection Act, PTO which has been accrued and is available for use at the time of separation from employment will be paid to the employee with their last paycheck.

### ***VOTING LEAVE***

If you do not have two consecutive hours while the polls are open during which you are not required to be working for Corwin Automotive Group, the Company will provide you with up to two paid hours of leave for purposes of voting. If you provide notice of your need for leave in advance of Election Day, your pay cannot be reduced or deducted in connection with your leave from work. Your manager may determine the time that you may take leave.

### ***PREGNANCY AND NURSING ACCOMMODATIONS***

Employees with known limitations due to pregnancy, childbirth, or a related condition are entitled to reasonable accommodations. Reasonable accommodations include sitting, more frequent or longer breaks, periodic rest, assistance with manual labor, job restructuring, light-duty assignments, modified work schedules, temporary transfers to less strenuous or hazardous work, time off to recover from childbirth, or breaktime and appropriate facilities for breast-feeding or expressing milk. The Company may refuse to provide an accommodation that requires significant difficulty or expense and thereby poses an undue hardship on the company. Employees can request an accommodation by contacting their supervisor or General Manager.

### ***ELECTION OFFICIAL LEAVE***

Employees who are appointed to serve as a judge or clerk of an election, a precinct or district inspector, a canvassing board member, or perform any other election work, may take time off work to serve in such capacity. Employees intending to take leave under this policy must provide reasonable notice of their appointment if they are appointed prior to Election Day. Employees who are absent under this policy will not lose pay, except their pay will be reduced by any amount they receive from the county for serving as an election official.

### ***EMERGENCY RESPONDER LEAVE***

The company will not terminate or take any disciplinary action against any employee who is absent from or late to work because they are actively responding to an emergency in their capacity as an emergency responder. Employees who volunteer as emergency responders must provide the company with a written statement signed by the person in charge of the department with which they volunteer notifying the company that the employee serves as an emergency responder prior to taking leave under this policy.

Employees taking leave under this policy must make reasonable efforts to notify the Company that they may be absent from or late to work in order to respond to an emergency. Within seven (7) days of the company's request, an employee who is absent from or late to work under this policy must provide a written statement signed by the individual in charge of the department with which they volunteered providing that the employee responded to an emergency, the date and time of the emergency, and the date and time the employee completed their volunteer activities. Employees must notify the company when their status as an emergency responder is terminated. Time away from work under this policy is unpaid.



## **NEVADA EMPLOYEES**

### ***MEAL AND REST PERIODS***

Corwin Automotive Group will provide all employees who work for eight continuous hours a 30-minute uninterrupted meal break. Meal breaks are unpaid for non-exempt employees. Employees are entitled to a 10-minute rest period for every four hours of work or major fraction thereof. Rest periods are paid.

### ***OVERTIME PAY***

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

Unless otherwise required or exempted by law, if you make less than one and one-half times the applicable minimum wage rate, you will be paid one and one-half times your regular rate of pay for time worked over 40 hours in a workweek or more than eight hours in a workday. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

### ***BASE PAID LEAVE***

Corwin Automotive Group will provide all eligible employees with up to 40 hours of paid leave per year.

#### **Eligibility**

All employees are eligible for paid leave, except those who are temporary, seasonal, and on-call.

#### **Reasons for Leave**

Eligible employees are not required to provide a reason for taking paid leave and may use this leave for any purpose.

#### **Accrual and Use of Leave**

Eligible employees begin accruing paid leave on their start date. Leave accrues at a rate of 0.01923 hours of leave per hour worked.

You may begin using paid leave on your 90th calendar day of employment. The minimum increment of paid leave that you may take at one time is four (4) hours.

#### **Carryover**

A maximum of 40 hours of unused paid leave carries over to the subsequent benefit year

#### **Compensation**

You will be compensated at the same rate of pay you are receiving when leave is taken.

### **Notice**

If you would like to take paid leave, provide notice of your need for leave as soon as practicable. You will not be required to provide a reason for the leave or find a replacement worker as a condition for using paid leave.

### **Termination**

You will not be paid for accrued unused leave at termination. However, if you are rehired by the Company within 90 days of separation, any previously unused paid leave hours will be reinstated, provided the separation was not voluntary.

### **Retaliation**

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### ***LONGEVITY INCENTIVE LEAVE***

The company provides longevity incentive leave based upon length of service: Incentive leave is granted on the anniversary date of your employment, and it is not accrued during the year. Commissioned employees may elect to be paid for their leave in lieu of time off. For commission employees their payment is figured as 1/52 of the prior year's earnings per week. Salaried employees are paid at their regular base pay rate while on leave and will not be paid for unused leave.

- Additional week on top of base leave after two years of employment
- Additional two weeks on top of base leave after 10 or more years of employment

### ***WITNESS LEAVE***

Corwin Automotive Group realizes that, on occasion, employees may be subpoenaed to appear as a witness in a judicial or administrative proceeding. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements. Time off work under this policy is unpaid, but employees may use accrued vacation.

The Company reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### ***JUVENILE PROCEEDINGS LEAVE***

***EMPLOYEES MAY TAKE TIME OFF WORK TO APPEAR WITH OR ON BEHALF OF THEIR CHILD OR A CHILD FOR WHOM THEY ARE A GUARDIAN. EMPLOYEES TAKING TIME OFF UNDER THIS POLICY MUST PROVIDE AS MUCH ADVANCE***

***NOTICE AS PRACTICABLE. TIME OFF WORK UNDER THIS POLICY IS UNPAID, BUT EMPLOYEES MAY USE ACCRUED VACATION. DOMESTIC VIOLENCE LEAVE***

If you have worked for Corwin Automotive Group for 90 days or longer, you may be eligible for up to 160 hours of unpaid leave in a 12-month period under Nevada's domestic violence leave law. Leave may be taken for one or more of the following reasons or activities:

- The diagnosis, care, or treatment of a health condition related to domestic violence committed against you or a member of your family or household;
- To obtain counseling or assistance related to domestic violence committed against you or a member of your family or household;
- To participate in any court proceedings related to an act of domestic violence committed against you or a member of your family or household; or
- To establish a safety plan, including any action to increase your safety or the safety of a member of your family or household from a future act of domestic violence.

You must provide appropriate advance notice of the need for leave unless you are prevented from doing so because of imminent danger to your health or safety or danger to the health or safety of a family or household member. After taking leave because of domestic violence, provide at least 48 hours' advance notice to Human Resources of the need to use additional hours of leave. Domestic violence leave is unpaid; however, you may elect to use any available paid leave time. Leave under this policy must be taken within the 12 months following the date on which the domestic violence occurred. It may be taken consecutively or intermittently. Leave taken under this policy will run concurrently with FMLA leave when applicable.

You may be required to provide documentation that confirms or supports the reason provided for requesting leave. Acceptable documentation includes, but is not limited to, a police report, a copy of the order for protection, an affidavit from the domestic violence organization, or documentation from a physician. The Company will take all reasonable steps to keep confidential all information relating to leaves for domestic violence. Time off under this policy is generally unpaid, but employees may use accrued vacation or sick leave (if applicable).

You will not be penalized, or discriminated or retaliated against, for requesting or taking leave in accordance with this policy.

***DOMESTIC VIOLENCE ACCOMMODATIONS***

Corwin Automotive Group will provide reasonable accommodations to employees who are the victims of domestic violence or whose family or household member is a victim of domestic violence. Examples of such accommodations include: a transfer or reassignment, a modified schedule a new telephone number for work, or any other reasonable accommodation which will not create an undue hardship that is deemed necessary to ensure the safety of the employee, the workplace, Corwin Automotive Group, or other Corwin Automotive Group employees.

Employees may request accommodations under this policy by contacting their supervisor or General Manager.

### ***SCHOOL VISITATION LEAVE***

Corwin Automotive Group will provide up to four (4) hours of leave during any school year to employees who are the parent, guardian, or custodian of a child who is enrolled in a public school to:

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

Leave will be granted for each child who is enrolled in public school.

You must submit a written request for leave to your supervisor at least five school days before leave is to be taken.

You may be required to provide documentation verifying that during the time of leave, you did attend or were otherwise involved in an eligible school-related activity.

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

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### ***JURY DUTY***

Corwin Automotive Group encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements. Employees who are summoned for jury duty will not be required to work within eight (8) hours of the time at which the person is required to appear for jury duty, nor will they be required to work between 5:00 PM and 3:00 AM if they spent four (4) or more hours performing their jury duty (including time going to and from the courthouse) that day (or the day prior for shifts beginning on or after 12:00 AM).

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use accrued PTO in place of unpaid leave but will not be required to use vacation while absent from work for jury duty.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### ***VOTING LEAVE***

Corwin Automotive Group encourages all registered employees to exercise their right to vote. If your work schedule prevents you from voting on Election Day, the Company will allow you sufficient time off to vote in accordance with the following conditions:

- One hour if your polling place is two miles or less from the workplace.
- Two hours if your polling place is more than two, but not more than 10 miles from the workplace.
- Three hours if your polling place is more than 10 miles from the workplace.

You must provide notice of the need for time off to vote prior to Election Day. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements. No deduction will be made from your usual salary or wages because of the leave.

Retaliation or discrimination against employees who take leave under this policy is strictly prohibited.

### ***PREGNANCY ACCOMMODATIONS AND BREASTFEEDING BREAKS***

Employees are entitled to be free from discrimination based upon pregnancy, childbirth, and related medical conditions, including the right to reasonable accommodations for limitations caused by pregnancy, childbirth, or related medical conditions. Upon request, Corwin Automotive Group will engage in an interactive process to identify reasonable accommodations. Accommodations may consist of a change in work environment or in the way things are customarily carried out. Other examples of reasonable accommodations include modifying equipment or providing different seating; revising break schedules, including the frequency or duration of breaks; providing space in an area other than a bathroom for expressing breastmilk; authorizing light duty; temporarily transferring the employee to a less strenuous or hazardous position; or restructuring a position or providing a modified work schedule. Corwin Automotive Group may require an employee requesting an accommodation under this policy to provide an explanatory statement from their physician concerning the specific accommodation recommended by the physician for the employee. However, Corwin Automotive Group may decline to provide an accommodation that imposes an undue hardship on business operations.

Additionally, employees may take a leave of absence for disabilities caused by pregnancy, childbirth, or related medical condition in the same capacity an employee could take a leave of absence for any other temporary disability. Leave under this policy is typically unpaid, but employees may use accrued vacation or sick leave (when applicable).

To request accommodations or a leave of absence under this policy, employees must contact their supervisor or General Manager.

### ***WAGE DISCLOSURE***

Corwin Automotive Group will not discriminate against any employee for inquiring about, discussing, or voluntarily disclosing their wages or the wages of another employee who voluntarily disclosed their wages to them. This protection does not extend to employee wages of employees to which they have access based upon their essential job functions (e.g., human resources or accounting). Employees are in no way obligated to share or otherwise discuss their wages.

### ***ACCESS TO PERSONNEL FILES***

Upon request, Corwin Automotive Group will provide employees with a reasonable opportunity during usual business hours to inspect and/or copies of any records kept by Corwin Automotive Group used to determine the employee's qualifications and any disciplinary action taken against them, including termination of employment. Former employees may inspect and/or request copies of such records within 60 days of termination. These records do not include confidential reports from previous employers or investigative agencies, other confidential investigative files concerning the employee or person referred, or information concerning the investigation, arrest, or conviction of that person for a violation of any law.

If upon reviewing their personnel file an employee finds information within it that is inaccurate or incomplete, they should notify Corwin Automotive Group in writing. If Corwin Automotive Group agrees, it will remove or otherwise correct the information. Additionally, employees may submit a reasonable written explanation in direct response to any written entry in their personnel file. Such written explanations must be typed, signed, and dated by the employees, and they must be less than five pages long.

### ***NATIONAL GUARD LEAVE***

Employees who are members of any state's National Guard may take time off work to assemble for training, participate in field training or active duty, or otherwise meet as required by the state law, or if they are ordered to active service or duty pursuant to state law. Employees who are members of the national guard should notify Corwin Automotive Group, and employees should provide as much notice as practicable to take leave under this policy. Time off under this policy is generally unpaid, but employees may use accrued vacation. For more information on this policy, please contact Human Resources.

### ***EMERGENCY RESPONDER LEAVE***

Employees who are emergency responders, including volunteer firefighters, volunteer ambulance drivers and attendants, volunteers in a search and rescue or reserve unit of a sheriff's department, or volunteers with a Civil Air Patrol must disclose their status to Corwin Automotive Group. Corwin Automotive Group will not terminate any employee for engaging in such volunteer activities, however, employees must still comply with Corwin

Automotive Group's policies for reporting absences in the event they are absent from or tardy to work due to responding to an emergency. Corwin Automotive Group may refuse to permit an employee to perform search and rescue activities during working hours, in which case it will inform the employee of the decision as soon as practicable.

***FINAL PAY***

Employees who are terminated by Corwin Automotive Group will receive their wages at the time of termination.

## **NORTH DAKOTA EMPLOYEES**

### ***PAID TIME OFF POLICY***

PTO which has been accrued and is available for use at the time of separation from employment will be paid to the employee with their last paycheck. Cashed out PTO will be paid at the regular rate of pay earned by the employee prior to separation.

### ***JURY DUTY AND WITNESS LEAVE***

Corwin Automotive Group realizes that, on occasion, employees may be subpoenaed to testify as a witness in court or respond to a summons for jury duty. In such cases, you will be provided unpaid leave to attend. Notify your supervisors as soon as possible to make scheduling arrangements.

The company reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

The company will not fire, demote, threaten, or otherwise take any adverse action against employees who request or take leave in accordance with this policy.

### ***MEAL BREAKS***

Employees who work more than five consecutive hours are entitled to a thirty-minute meal break. Employees can waive their meal break with the Company's consent. Meal breaks are unpaid if an employee is completely relieved of work.

### ***EMERGENCY RESPONDER LEAVE***

The Company will not terminate or demote any employee because they were absent from work while serving as a volunteer emergency responder responding to a disaster or emergency unless the employee is absent for over 20 regular working days in a calendar year. The Company may request that the employee provide a written verification of the times and dates of instances in which the employee was absent or tardy due to serving as a volunteer emergency responder. Verification may include a statement from the department of emergency services, the adjutant general's office, the North Dakota wing of the civil air patrol, or other appropriate entity. For purposes of this policy, a volunteer emergency responder means an individual in good standing as a volunteer member of the army national guard of any state or a volunteer civilian member of the civil air patrol. Time off under this policy is unpaid, but employees may use accrued PTO.

### ***FINAL PAY***

Upon separation, the Company will pay an employee's final wages on the next regularly scheduled pay date or within 15 days, whichever is earlier.



## **WASHINGTON STATE EMPLOYEES**

### ***EQUAL EMPLOYMENT OPPORTUNITY***

In addition to Corwin Automotive Group's general equal employment opportunity policy, Corwin Automotive Group will not discriminate against any employee or applicant for employment based upon immigration status, citizenship, HIV/AIDS or Hepatitis C status, whether they were dishonorably discharged from the military, or whether they use a trained dog guide or service animal.

### ***WAGE DISCLOSURE***

Corwin Automotive Group will not restrict an employee's ability to inquire about, discuss, or disclose their own wages or the wages of another employee. However, this does not apply to employees who have access to other employee's wage information as part of their job duties, as such information obtained in that capacity is confidential. Employees are under no obligation to share or otherwise discuss their wages.

### ***MEAL AND REST PERIODS***

Corwin Automotive Group strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager regarding procedures and schedules for rest and meal breaks. You will not be required to work more than five consecutive hours without a 30-minute meal break. A 10-minute rest period will be provided for every four hours of working time.

The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your manager know; in addition, notify your manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### ***JURY DUTY LEAVE***

In addition to Corwin Automotive Group's general jury duty leave policy, employees may be absent from work to perform jury duty. Corwin Automotive Group will not terminate an employee, threaten, coerce, or deny promotional opportunities because the employee responded to a summons for jury duty and performed jury duty. Time off under this policy is unpaid unless otherwise specified by Corwin Automotive Group's general jury duty leave policy, but employees may use accrued vacation.

### ***MILITARY FAMILY LEAVE***

In accordance with the Washington Military Family Leave Act (MFLA), Corwin Automotive Group will provide employees who are the spouse of a military member up to 15 days of leave from work for each deployment when the military spouse is deployed or called up to active duty. The leave may be used prior to the deployment, or during the period when the military spouse is on leave during the deployment.

As used in this policy:

- Spouse includes same-sex spouses and state-registered domestic partners.
- Military member means a member of the U.S. Armed Forces, National Guard, or reserves.

To be eligible for such leave, you must work 20 or more hours per week.

To take military family leave, you must provide notice of intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

The leave provided under this policy is unpaid; however, you may substitute any available paid leave. You may split the 15-day leave between different periods of time (pre-deployment or while the military member is on leave during deployment). The total number of days of leave, however, cannot exceed 15 days per deployment.

The Company may count FMLA-qualified leave related to a deployment as state MFLA leave if the leave is taken before the deployment, or during any period when the military spouse is on leave from deployment.

You will be allowed to continue available group health benefits at your own expense.

Upon return from leave, you will be restored to your prior position.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### ***DOMESTIC VIOLENCE LEAVE / ACCOMODATIONS***

Corwin Automotive Group will provide reasonable safety accommodation to employees who are victims of domestic violence, sexual assault, or stalking, provided the accommodation would not pose an undue hardship on Company business.

Reasonable safety accommodations may include, but are not limited to:

- Transfer or reassignment;
- Modified job schedule;
- Change in work telephone number, email address, or workstation;
- Installed locks;
- Implementing safety procedures; or
- Any other adjustment to a job structure, workplace facility, or work requirement in response to an actual or threatened act of domestic violence, sexual assault, or stalking.

If you require a safety accommodation, notify your manager. You may be required to provide documentation verifying that you are a victim of domestic violence, sexual

assault, or stalking. This requirement may be satisfied by providing the Company with documents such as a police report, court order, or written statement.

After receiving your request for a safety accommodation, the Company will work with you to explore potential accommodations. The Company encourages you to suggest specific accommodations that you believe would be effective. However, the Company is not required to make any requested accommodation and may provide an alternative accommodation that can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against employees who are victims of domestic violence, sexual assault, or stalking, or who request an accommodation in accordance with this policy.

### ***LEAVE FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING***

If you are a victim, or a family member of a victim, of domestic violence, sexual assault, or stalking, Corwin Automotive Group will provide you with reasonable unpaid leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance, or mental health counseling. Family member means a child, spouse, parent, parent-in-law, grandparent, or person you are dating. The Company may request verification of your family relationship.

When possible, you must provide reasonable advance notice of the need for leave. If advance notice cannot be given because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, you or someone on your behalf must provide notice no later than the end of the first day you take leave.

You may be required to provide verification that you or your family member is a victim of domestic violence, sexual assault, or stalking and that the leave is being taken for purposes described above. Verification must be provided in a timely manner and will only be used to establish that the leave is legally protected. You may satisfy the verification requirements by providing the Company with documents such as a police report, court order, or written statement.

With exception, information provided by you will be kept confidential. This includes:

- The fact that you or your family member is a victim of domestic violence, sexual assault, or stalking.
- That you have requested or obtained domestic violence leave.
- Any written or oral statement, documentation, record, or corroborating evidence you provide.

Information provided by you will only be disclosed under the following circumstances:

- When requested or consented to by you.
- When ordered by a court or administrative agency.

- Where otherwise required by applicable federal or state law.

Leave under this policy is unpaid; however, you may choose to use any accrued paid leave. Leave may be taken intermittently, on a reduced work schedule, or in a single block of time, as the circumstances warrant. During the leave, the Company will maintain any health insurance coverage being provided in the same manner as if you had not taken leave.

The leave must be reasonable in duration, which will be determined by management and you, based upon the circumstances.

Upon return from leave, you will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, subject to certain exceptions as provided under Washington law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

#### Paid Family and Medical Leave

Under the Washington Paid Family and Medical Leave Act, eligible employees are entitled to job protected leave and wage loss benefits for certain purposes. Paid family medical leave (PFML) is funded through premiums paid by employees and Corwin Automotive Group. The employee's share of their premium is 0.6% of their gross wages up to the Social Security cap. PFML will provide partial wage replacement, up to 90% of typical pay, up to \$1,327 per week. Employees may use accrued vacation or sick leave while on leave under this policy to supplement their income, but Corwin Automotive Group will not require it.

Generally, employees may be eligible for paid family and medical leave (PFML) if they worked in the state of Washington for 820 hours during the qualifying period (either the first four of the last five completed calendar quarters or the last four completed calendar quarters immediately preceding the application for leave). However, there are options for employees who had a reduction in work hours due to the COVID-19 pandemic.

The maximum amount of PFML available to an employee depends on their reason for taking leave:

- 12 weeks: recover from a serious illness or injury, care for a family member with a serious medical condition, bond with a new baby or child (either through birth, adoption, or foster care). The duration of medical leave (either for the employee or a family member) is ultimately based on what the medical provider deems medically necessary.
- 16 weeks: more than one qualifying event (e.g.: recovery from childbirth plus bonding with a new child; personal medical event plus caring for an ill family member; etc.).

- 18 weeks: condition in pregnancy or birth that results in incapacity.

The maximum amount of PFML an employee may take is based on the “claim year,” which is the 52-week period following the date the employee applies for PFML. Employees may take PFML increments of eight hours, or one full day.

Employees can take PFML all at once or intermittently. PFML can be used at any time in the 12 months following the application date. Employees who are eligible for leave under the FMLA will be entitled to reinstatement upon return from leave under this policy.

Corwin Automotive Group may require employees who take PFML for medical purposes to provide a medical certification. If requested, employees must provide a medical certification in a timely manner. The medical certification must include: the date the serious health condition started, how long it is expected to last, relevant medical facts known by the healthcare provider, a statement that the employee is needed to care for a family member or a statement that the employee cannot perform the functions of their job. If the employee asked for intermittent leave, the medical certification must include a proposed schedule that is medically necessary, the dates on which treatment is expected to be given, and an expected duration of the intermittent leave schedule.

If leave under this policy is foreseeable, employees must provide Corwin Automotive Group with at least 30 days’ written notice. The notice should include whether the employee needs to take PFML and how long they expect to be out. To receive PFML wage replacement benefits, employees must apply for benefits with the Washington State Employment Security Department. The state will notify you whether your application is approved.

PFML will run concurrently with leave under the FMLA when possible.

Retaliation or discrimination against employees who take leave under this policy is strictly prohibited. Complaints regarding PFML can be filed with the state by calling (833) 717-2273 or emailing [paidleave@esd.wa.gov](mailto:paidleave@esd.wa.gov). Employees may contact the Office of the Paid Family and Medical Leave Ombuds to request assistance with resolving a PFML complaint.

### ***PAID TIME OFF POLICY (PTO) CORWIN FORD TRI-CITIES***

The PTO policy includes 2 separate accruals, Paid Sick Leave and Supplemental Vacation Time

The PTO policy is an accrual plan based on the calendar year January 1- December 31

### ***PAID SICK LEAVE (FOR MOST EMPLOYEES)***

You are entitled to accrue paid sick leave at one (1) hour of paid sick leave for every 40 hours you work.

During your first year of employment, you may use this accrued paid sick leave for the following reasons (as outlined at RCW 49.46.210(1) (b) and (c)):

- To care for yourself or a family member; (absence longer than 3 days requires a doctor's note)
- For leave that qualifies under the state's Domestic Violence Leave Act.
- In the event our business or your child's school or place of care is closed by order of a public official for any health-related reason.

After completing one full year of employment, Paid Sick Leave may be used as vacation time.

You are entitled to use accrued paid sick leave beginning 90 calendar days after the start of your employment to be paid at your regular hourly rate of pay.

Paid sick leave may be used in increments of one hour.

You may only use the hours of Paid Sick Leave that you have already accrued.

Notice for use of Paid Sick Leave must be in writing to ensure pay is compensated correctly.

Retaliation against you by Corwin Ford for using paid sick leave for authorized purposes, or for the exercise of any rights under the Minimum Wage Act (chapter 49.46 RCW), is prohibited.

Accrued, unused paid sick leave balances of 40 hours or less will be carried over to the following year.

In the event of a separation of employment, unused paid sick leave will not be paid to the employee.

If the employee is rehired within 12 months of separation any unused accrued sick leave from the previous period of employment will be reinstated. If rehired in a new calendar year no more than 40 hours will be reinstated.

Paid sick leave cannot be cashed out.

***SUPPLEMENTAL VACATION TIME (FOR FULL-TIME EMPLOYEES ONLY)***

Employees (Full-Time) who have completed 2 full years of employment before January 1<sup>st</sup>:

- May continue to use their accrued paid sick leave as vacation time.
- Will accrue vacation at .5 hours per 40 hours worked, up to 80 hours combined PTO (sick leave plus vacation time).

Employees (Full-Time) who have completed 10 full years of employment before January 1<sup>st</sup>:

- May continue to use their accrued paid sick leave as vacation time.

- Will accrue vacation at 1.25 hours per 40 hours worked, up to 120 hours combined PTO (sick leave plus vacation time)

Notice for use of PTO must be in writing, since it is the employee's choice to use their sick leave or vacation time. If you do not specify the default is vacation time.

Use of PTO is subject to the approval of management.

Because the PTO accrual is based on hours worked and every employee's hours worked will be different, it may be necessary to place a limit on the vacation time being accrued by individual employees. This would only be done if it is determined that the combined sick leave and vacation time will exceed the 80 or 120 hours for the calendar year.

At the end of every calendar year:

- All employees PTO accruals will be audited to ensure that the employee did receive 80 or 120 hours combined PTO. If there is a discrepancy the employee's vacation time will be adjusted.
- Up to 40 hours of sick leave will be carried over to the next calendar year, any hours over the 40 will be moved to vacation time (for employees who qualify to earn vacation time).
- A total of 80 hours of combined sick leave and vacation time may be carried over to the next calendar year.
- Any vacation hours that go over the combined 80 hours allowed will be paid to the employee in February of the new calendar year.

Through the end of February employees may request to cash out any or all of their carried over vacation time (Paid sick leave cannot be cashed out). This will be the only time during the year that vacation time may be cashed out.

In the event of a separation of employment, accrued but unused vacation time will be paid to the employee on their final paycheck. Accrued but unused sick time will not be paid to the employee.

The complete Paid Sick Leave law may be found at [www.Lni.wa.gov/sickleave](http://www.Lni.wa.gov/sickleave), or see the Minimum Wage Requirements and Labor Standards Act (RCW 49.46.010(3)).

### ***PAID TIME OFF POLICY-CORWIN FORD SPOKANE VALLEY***

#### **Vacation:**

The company provides paid vacation to full-time employees (40 hours per week) based upon length of service.

Paid time off for vacation is granted on the anniversary date of your employment. Employees do not have available vacation pay in their first year of employment.

1. 1 week after one year of employment
2. 2 weeks after two years of employment
3. 3 weeks after 10 or more years of employment

Vacation days are use it or lose it, such that employees must use the allocated vacation days before the end of their anniversary year, otherwise the paid time off for vacation days will be forfeited. Vacation days cannot be cashed out.

### ***PAID SICK LEAVE (FOR MOST EMPLOYEES)***

You are entitled to accrue paid sick leave at one (1) hours of paid sick leave for every 40 hours you work.

- During your first year of employment, you may use this accrued paid sick leave for the following reasons: To care for yourself or a family member; (absence longer than 3 days requires a doctor's note).
- For leave that qualifies under the state's Domestic Violence Leave Act.
- In the event our business or your child's school or place of care is closed by order of a public official for any health-related reason.

You are entitled to use accrued paid sick leave beginning 90 calendar days after the start of your employment to be paid at your regular hourly rate of pay.

Paid sick leave may be used in increments of one hour.

You may only use the hours of Paid Sick Leave that you have already accrued.

Notice for use of Paid Sick Leave must be in writing to ensure pay is compensated correctly.

Retaliation against you by Corwin Ford for using paid sick leave for authorized purposes, or for the exercise of any rights under the Minimum Wage Act (chapter 49.46 RCW), is prohibited.

Accrued, unused paid sick leave balances of 40 hours or less will be carried over to the following year.

In the event of a separation of employment, unused paid sick leave will not be paid to the employee. If the employee is rehired within 12 months of separation any unused accrued sick leave from the previous period of employment will be reinstated. Paid sick leave cannot be cashed out.



## **CORWIN FORD TRI-CITIES AND CORWIN FORD SPOKANE**

### **FAMILY LEAVE**

In accordance with the Washington Family Leave Act (FLA), Corwin Automotive Group will provide eligible employees up to a combined total of 12 weeks of unpaid FLA leave per leave year.

#### **Eligibility**

To be eligible for FLA leave:

- You must have worked for the Company for at least 12 months (52 weeks) prior to beginning FLA leave.
- You must have worked for the Company at least 1,250 hours during the 12-month period immediately before the leave is to start.
- You must work at a worksite that employs 50 or more employees within 75 miles.

#### **Leave Usage**

FLA leave may be taken for the following reasons:

- The birth of your child and in order to care for the child.
- The placement of a child with you for adoption or foster care.
- To care for a covered family member with a serious health condition.
- To take care of your own serious health condition that makes you unable to perform the functions of your position.

Family member includes your child, parent, spouse, or state registered domestic partner.

Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- Under 18 years of age; or
- 18 years of age or older and incapable of self-care because of a mental or physical disability.

Family leave may be taken concurrently with other paid leave. It must run concurrently with leave taken under the federal Family and Medical Leave Act (FMLA) but does not run concurrently with Washington Pregnancy Disability Leave.

When medically necessary, leave may be taken on an intermittent or reduced work schedule.

If you are taking leave for the birth, adoption, or foster care placement of a child, you must finish the leave within one year of the birth or placement for adoption or foster care.

You may choose to use another form of paid leave if your FLA leave otherwise meets the requirements of the applicable paid leave.

This leave runs concurrently with the federal Family and Medical Leave Act where applicable and/or any other leave were permitted by state and federal law.

### **Notice Requirement**

When possible, you must provide at least 30 days' advance notice of the need for leave where leave is foreseeable (such as the birth of a child or planned medical treatment). If the need for leave is not foreseeable, provide notice as soon as possible. Notice should include the estimated time and duration of the leave.

Failure to comply with the notice requirement is grounds for, and may result in, delay of the leave until you comply.

### **Medical Certification**

The Company may require a written statement from your health care provider or the health care provider of your child, parent, or spouse with a serious health condition stating the reason for the leave and the probable duration of the condition.

### **Return to Work**

If you take leave for your own serious health condition, you will be required to obtain a release from your health care provider stating that you are able to return to work.

### **Reinstatement**

Upon returning to work at the end of leave, you will be placed in your original job, or an equivalent job at a workplace within 20 miles of your former workplace, with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

### **Key Employees**

Certain highly compensated or "key employees" may be denied restoration to their prior or equivalent position.

### **Benefits**

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken FLA leave.

### **Failure to Return to Work**

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment.

### **Alternative Employment**

While on leave, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the

Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

### **Abuse of Leave**

If you provide a false reason for leave, you will be subject to disciplinary action up to and including termination.

### **Retaliation**

The Company will not retaliate against employees who request or take leave in accordance with this policy.

### ***LONG TERM DISABILITY INSURANCE***

The Washington Cares Fund is a mandatory long-term care insurance benefit established by Washington state law in 2019. Starting January 2025, benefits can be used to purchase long-term care services which may include professional care, equipment, home safety evaluations, and/or compensation for family members who provide care.

The Washington Cares Fund is not a leave program, but it can be used at the same time as leave, including Paid Family & Medical Leave (PFML), and insurance, including long-term disability insurance.

The Washington Cares Fund will be supported by a premium paid by employees only. The premium has been set by state law at 0.58% of gross wages, or \$0.58 per \$100. For example, if an employee earns \$50,000 annually, the total premium is \$290 or \$12.08 per paycheck. Employee payroll deductions are expected to begin July 1, 2023, which means you will see the first payroll deduction on the July 5, 2023, paycheck.

Paid time off, including vacation, sick time off, and associated cash outs, are included in wages except when those are considered Paid Family & Medical Leave supplemental benefit payments provided by UW. Premiums are collected on employees whose work is located in Washington State.

### ***FAMILY CARE LEAVE***

Employees may take accrued vacation or paid sick leave to provide treatment or supervision for a child with a serious health condition or care for a qualifying family member with a serious emergency health condition, including a disability due to pregnancy or childbirth.

### ***PREGNANCY ACCOMODATIONS AND BREASTFEEDING BREAKS***

Employees are entitled to reasonable accommodations due to pregnancy or pregnancy-related health conditions, including the need to express breastmilk. Reasonable accommodations include any of the following:

- Providing more frequent, longer, or flexible restroom breaks;

- Modifying a no food or drink policy;
- Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's workstation;
- Providing seating or allowing the employee to sit more frequently if her job requires her to stand;
- Providing for a temporary transfer to a less strenuous or less hazardous position;
- Providing assistance with manual labor and limits on lifting;
- Scheduling flexibility for prenatal visits;
- Providing reasonable break time for an employee to express breast milk for two years after the child's birth each time the employee has need to express the milk and providing a private location, other than a bathroom, if such a location exists at the worksite, which may be used by the employee to express breast milk. If the worksite does not have a space for the employee to express milk, Corwin Automotive Group shall work with the employee to identify a convenient location and work schedule to accommodate their needs; and
- Any further pregnancy accommodation an employee may request, and to which Corwin Automotive Group must give reasonable consideration in consultation with information provided on pregnancy accommodation by the department of labor and industries or the employee's attending health care provider.

Corwin Automotive Group may request that employees requesting accommodations under this policy to provide written certification from their treating health care professionals regarding the need for an accommodation that is not included in the list of reasonable accommodations above. Further, Corwin Automotive Group may decline to provide any accommodation that would post an undue hardship on its business.

Corwin Automotive Group will not take adverse actions against employees who request, decline, or use accommodations under this policy that affect the employees' terms, conditions, or privileges of employment, deny employment opportunities to otherwise qualified employees based on their need for pregnancy-related accommodations or require an employee to take leave if they can be reasonably accommodated.

### ***ACCESS TO PERSONNEL FILES***

Once per year, employees may request to review all information in their personnel file that Corwin Automotive Group regularly maintains or is subject to reference for information given to people outside of Corwin Automotive Group. Corwin Automotive Group will make the personnel file available locally within a reasonable time after receiving the employee's request. Corwin Automotive Group will determine whether there

is any irrelevant or erroneous information in the file and remove/correct it. If the employee does not agree with Corwin Automotive Group's assessment, the employee may have their request for removal/correction placed in their file with a statement containing their rebuttal or correction. Former employees have the right to include a rebuttal/correction statement in their personnel file for two years

### ***REST AND MEAL BREAK***

Employees who work five or more consecutive hours are entitled to a thirty-minute meal break between the second and fifth hour of their shift. Employees are entitled to a second meal break if they work three hours beyond their typical shift. Meal breaks are unpaid for non-exempt employees when they are completely relieved of duty. Employees may take ten-minute paid rest breaks for every four hours work.

### ***EMERGENCY RESPONSE / CIVIL AIR PATROL LEAVE***

**EMPLOYEES WHO ARE VOLUNTEER FIREFIGHTERS, SERVER OFFICERS, OR MEMBERS OF THE CIVIL AIR PATROL MAY BE ABSENT FROM OR LATE TO WORK IN ORDER TO RESPOND TO A FIRE ALARM OR EMERGENCY CALL. EMPLOYEES TAKING LEAVE UNDER THIS POLICY SHOULD NOTIFY CORWIN AUTOMOTIVE GROUP AS SOON AS PRACTICABLE. DISCRIMINATION OR RETALIATION AGAINST EMPLOYEES WHO ARE ABSENT FROM WORK UNDER THIS POLICY IS STRICTLY PROHIBITED. EMPLOYEE NEW HIRE DOCUMENTS**

Refer to the following pages for copies of documents signed during new hire orientation.



Automotive  
Group

**CARE AND CUSTODY OF CUSTOMER FUNDS**

Upon receipt of any customer funds, cash or check, it is your responsibility to immediately log receipt of funds and place them in the deposit envelope. While customer funds are in your care and custody, you are responsible for their safekeeping. You will be responsible for personally replacing any funds lost, regardless of manner, while they are in your control. Salary deduction(s) may be made in accordance with State wage and hour law. In addition, you will be subject to discipline up to and including termination

Individuals engaged in fraud (i.e., theft) will be subject to immediate dismissal and possible legal action.

\_\_\_\_\_  
Employee Name (PRINT)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



Automotive  
Group

**POLICY STATEMENT ON GENERAL CONDUCT**

I, \_\_\_\_\_ understand that the Corwin Automotive Group's goal is to maintain a work environment free from intimidation, threats, or violent acts. To that end, the company has adopted a zero-tolerance policy regarding violence in the workplace. This includes, but is not limited to, intimidating, threatening, or hostile behaviors, physical abuse, vandalism, arson, sabotage, use of weapons, carrying weapons of any kind on to company property regardless of possession of lawful permit, or any other aggressive act, which, in management's opinion, is inappropriate in the workplace.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date





Automotive  
Group

**POLICY STATEMENT ON CASH REPORTING**

I, \_\_\_\_\_ understand Corwin Automotive Group will comply with all cash reporting laws and regulations as required by 26 USC 60501.

As a condition of my employment, I agree to abide with all IRS cash reporting regulations and follow all policies and procedures concerning cash reporting set up by Corwin Automotive Group.

I agree to abide by the following policies and procedures:

1. I will not discuss cash reporting laws with customers. All customer questions concerning this subject should be referred to the General Manager.
2. I will never structure payments with a customer in such a way as to avoid the cash reporting requirements. The employee understands that structuring transactions may constitute violation of a federal law which could result in a felony conviction. Violation of these policies and procedures may lead to discipline, up to and including termination.
3. I will never take money from a customer that I know is derived from illegal activities. The employee understands that knowingly taking money derived from illegal activities may violate federal money laundering statute. The policy of this dealership is to never accept any funds derived from illegal activities. Any violation of this policy may result in termination.

\_\_\_\_\_  
Employee Name (PRINT)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



Automotive  
Group

### **CONFIDENTIALITY AND NONDISCLOSURE**

Corwin Automotive Group agrees to furnish to the employee certain confidential information and may further allow the employee the right to discuss or interview representatives of Corwin Automotive Group on the following conditions:

- The employee agrees to hold confidential or proprietary information or trade secrets ("Confidential Information") in trust and confidence and agrees that it shall be used only for the contemplated purposes, shall not be used any other purpose, or disclosed to any third party.
- No copies will be made or retained of any written information or prototypes supplied without the permission of Corwin Automotive Group.
- At the conclusion of any discussions, or upon demand by Corwin Automotive Group, all Confidential Information, including prototypes, written notes, photographs, sketches, models, memoranda, or notes taken shall be returned to Corwin Automotive Group.
- Confidential information shall not be disclosed to any employee, consultant or third party unless they agree to execute and be bound by the terms of this agreement and have been approved by Corwin Automotive Group.

This agreement and its validity, construction and effect shall be governed by applicable state, federal and local laws.

Employee:

\_\_\_\_\_  
Employee Name (PRINT)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



Automotive  
Group

## **CELL PHONE USE POLICY**

The Corwin Automotive cell phone policy offers general guidelines for using personal and company cell phones during work hours.

The purpose of this policy is to help us all get the most out of the advantages cell phones offer our company while minimizing distractions, accidents, and frustrations improper cell phone use can cause.

This policy applies to all Corwin Automotive employees.

### **Cell Phone Use Guidelines:**

The following are Corwin Automotive's basic guidelines for proper employee cell phone use during work hours. In general, cell phones should not be used when they could pose a security or safety risk, or when they distract from work tasks:

- Never use a cell phone while driving a vehicle on company business
- Never use a cell phone while operating equipment.
- Do not use cell phones for surfing the internet or gaming during work hours.
- Avoid using work cell phones for personal tasks.
- Do not use cell phones during meetings.
- Do not use cell phones to record confidential information.

We realize the cell phones can be great tools for our employees. We encourage employees to use cell phones when:

- For making or receiving work calls in the appropriate place and situation to do so.
- For other work-related communication, such as text messaging or emailing in appropriate places and situations.
- To schedule and keep track of appointments.
- To carry out work-related research.
- To keep track of work tasks.
- To keep track of work contacts.

### **Disciplinary Action:**

Improper use of cell phones may result in disciplinary action up to and including termination. Continued use of cell phones at inappropriate times or in ways that distract from work may lead to having cell phone privileges revoked.

Cell phone usage for illegal or dangerous activity, for purposes of harassment, or in ways that violate the company confidentiality policy may result in employee termination.

## GENERAL SAFETY RULES

General safety rules are considered minimum safety standards for usual work conditions and shall be adhered to by all who enter the specific job location. The following written general safety rules shall be posted in conspicuous manner and fixed worksites and where possible in remote mobile locations. The general safety rules shall also be reviewed annually and updated as needed. All personnel shall adhere to the following:

1. Participate in new employee training.
2. Participate in continuing education which is conducted on a department level. Major programs included are:
  - The “Right To know” Act (Hazard Communication Act)
  - Fire control procedures as well as evacuation protocol
  - Claims management
  - Back care (body mechanics)
  - Electrical safety
  - Hazardous wastes (Biohazards)
  - Department safety policies and procedures
  - On the job training with the department
3. Report all accidents, injuries, near missed or safety hazards in the workplace immediately to your supervisor.
4. Report faulty electrical equipment. Faulty electrical equipment will be removed from service until the equipment has been repaired or replaced.
5. Report any dangerous physical plan situations or equipment to appropriate maintenance personnel.
6. Ask and insist on sufficient help before lifting heavy objects. Follow proper procedures when lifting-bend knees and keep back erect, lift with weight close to the body and do not twist while lifting. Use mechanical devices.
7. Remember, no horseplay is allowed in the workplace.
8. Always wear your safety belt when driving any company-owned vehicle.
9. Always wear your appropriate personal protective equipment in accordance with the job operations that you are performing.
10. Participate in proper housekeeping. Proper housekeeping is mandatory for all departmental areas.



**EMPLOYEE AGREEMENT ON INFORMATION SECURITY**

I, \_\_\_\_\_, the undersigned employee, acknowledge by signing this agreement that I have read, understand and agree to its contents and realized the penalties for noncompliance to its terms.

This dealership collects and utilizes confidential and nonpublic person information (NPI) from customers during the ordinary course of its business. The dealer is committed to protecting this information from unauthorized access, use or disclosure. This dealer has adopted an Information Safeguards Program to address the dealer and employee responsibilities for handling and protecting NPI.

I understand the following responsibilities:

1. I agree to comply with the dealer's written Information Safeguards Program and any amendments or additions to these policies and procedures that the dealer may make at any time, whether oral or written.
2. I agree to access NPI only when necessary to accomplish the responsibilities of my employment.
3. I agree to disclose NPI only to persons who have been authorized to receive it and have business purpose for it.
4. I agree to maintain all knowledge or NPI gained through my employment duties confidential.
5. I agree that if assigned a password, I will maintain the secrecy of the password and not tell or allow others to view or use my password.
6. I agree that if I have access to a computer terminal, which may be secured with a locking device, that I will do so when it is not in use.
7. I agree to immediately notify the dealer's Compliance Officer or my immediate supervisors (if the Compliance Supervisor is unknown or unavailable), in the event I observe unauthorized accessing of NPI or suspicious activity by any person.

I understand failure to comply with the above, and the Dealer's Information Safeguards Program, whether my failure is willful or unintentional, may result in disciplinary action, up to and including termination from my employment.

\_\_\_\_\_  
Employee Name (PRINT)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



**INSURANCE DEDUCTIBLE POLICY**

This is to clarify when an employee is required to pay a portion of the collision insurance deductible relating to an automobile accident.

The payment will be required only when there is negligence on the part of the employee while driving a company or customer vehicle. Family members are not permitted to drive company vehicles, but if they do, 100% reimbursement of the collision deductible will apply.

North Dakota's no-fault insurance applies only to bodily injury not collision, therefore, collision damage to a company or customer vehicle will be covered only by insurance with a deductible.

In insurance language, an at fault accident is when an operating vehicle is damaged by a collision and reimbursement from another party is not successful. If your account is charged with your portion of the deductible, it will be credited with your share of the subrogation recovery which universal underwriters' adjusters will pursue. Often considerable time will pass before recovery is obtained.

You will not be required to pay any portion of the deductible if you are struck from the rear or if your vehicle is pared legally and hit by an at fault driver.

To avoid possible collision deductible payments, let us all practice defensive driving. It makes no sense to incur substantial vehicle damage or possible bodily injury trying to enforce a right of way. Let the other vehicles go first. Under certain circumstances, a payment plan will be allowed for your portion of the deductible.

\_\_\_\_\_  
Employee Name (PRINT)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



**POLICY STATEMENT ON DEALERSHIP INTEGRITY**

As everyone employed by Corwin Automotive Group is aware, we maintain an unwavering, uncompromisable standard of honesty. Integrity is an indispensable part of our relationship with each other in the workplace, with our customers, the manufacturers and other suppliers. Dishonesty on the job has always been, and remains, cause for immediate discharge.

Of course, we are proud of our employees. Consumers and others with whom we do business constantly remind us that our work force is professional, highly motived, competent and honest.

Nevertheless, current trends in the region and across America now prompt us to issue this reminder in writing. Automotive franchises of all makes are increasingly alleging the dealers are guilty of Warranty fraud or other willful misconduct. In this dealership, we go to great lengths to avoid even the appearance of a minor impropriety. Employees should understand that Warranty fraud is a serious matter, exposing the individuals involved to severe consequences. Counsel advises us that Warranty fraud may be the subject of criminal as well as civil proceedings.

Although we cite the specific example of Warranty fraud, all employees must know that honesty-in-fact within our work force is a uniform policy and that our standard of integrity is not to be compromised. Dishonesty by anyone in the dealership is unacceptable. Period. In particular cases where an issue is not clear, any employee at any level should seek an appropriate interpretation from management before taking any action that might be interpreted or misinterpreted as misconduct or dishonesty.

Our governing rule is, and will be, to resolve all doubts in favor of making the most accurate statements to the public and business associate, and to conduct our business practices with the utmost integrity.

RECEIPT OF THIS NOTICE IS HEREBY ACKNOWLEDGED:

\_\_\_\_\_  
Employee Name (PRINT)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



Automotive  
Group

**WAGE DEDUCTION AUTHORIZATION**

I authorize Corwin Automotive Group to take the following deductions from my wages during my employment.

- Insurance benefits
- Uniform cleaning & rental (qualifying operating states)
- Unreturned uniforms (if applicable)
- Unpaid charges for service work performed and parts purchased through the company
- Lost dealer plates and assigned equipment, such as mobile phones, keys, etc.
- Charge backs and other adjustments to commissions and wages
- Repair cost for damage to company or customer vehicle and for damage to company equipment, structures and other assets (up to the deductible amount if there is insurance)
- Demonstrator reconditioning and repair costs.
- Other \_\_\_\_\_

I understand that such deductions will be made from my regular pay check in any of the above events.

\_\_\_\_\_  
Employee Name (PRINT)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date





## **MUTUAL AGREEMENT TO MEDIATE AND ARBITRATE**

Corwin Automotive Group (“Employer”) and the undersigned employee (“Employee”), in consideration of employment by or continued employment with Corwin Automotive Group, enter into this Mutual Agreement to Mediate and Arbitrate (“Agreement”) in order to establish and obtain the benefits of a timely, impartial, and cost-effective dispute resolution procedure.

In the event that a dispute arises between Employer and Employee that cannot be resolved by informal means, the parties shall submit the matter to mediation to be conducted in a city in the county of Employee’s current or final primary place of employment with Employer, unless the parties mutually agree to conduct the mediation elsewhere. The mediation shall be conducted in accordance with the procedures of the American Arbitration Association for the mediation of employment disputes or as otherwise agreed to by the parties. The cost of mediation shall be shared equally between the parties.

In the event that any such dispute cannot be resolved by informal means or mediation, the matter shall be resolved by Employer and Employee by binding arbitration. This agreement to arbitrate shall apply to all disputes that Employer may have against Employee or Employee may have against Employer and/or its employees, arising out of or relating to Employee’s employment with Employer or the termination thereof, including but not limited to (i) claims for discrimination in violation of applicable law; (ii) claims for breach of contract (express or implied); (iii) claims for violation of public policy; (iv) claims for violation of any federal, state, or other governmental law, statute, or regulation; (v) tort claims; and (vi) any other claims related to Employee’s compensation, training, or employment. This Agreement shall not apply to (i) claims by Employee for worker’s compensation or unemployment insurance; (ii) claims that, even in the absence of this Agreement, could not have been litigated in court or in any administrative proceeding under applicable federal, state, or local laws; and (iii) claims by either party for injunctive or other equitable relief. Claims of sexual harassment are not subject to arbitration under this agreement.

Employee waives any right that he or she may otherwise have to pursue, file, participate in, or be represented in disputes brought in any court on a class basis or as a collective or representative action. This waiver applies to any disputes that are covered by this Agreement to the full extent such waiver is permitted by law. All disputes subject to this Agreement must be mediated and/or arbitrated as individual claims.

This Agreement specifically prohibits the mediation or arbitration of any dispute on a class basis or as a collective or representative action, and the arbitrator shall have no

authority or jurisdiction to enter an award or otherwise provide relief on a class, collective, or representative basis. The parties to this Agreement do not waive and specifically retain the right to appeal in a court of competent jurisdiction any determination or award of an arbitrator in contravention of this section, including, without limitation, a determination (i) that a claim may proceed as a class, collective, or representative action; or (ii) that awards relief on a class, collective, or representative basis. In such an appeal, the standard of review to be applied to the arbitrator's decision shall be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury.

Nothing in this Agreement shall prevent Employee from filing a charge regarding his or her employment with Employer with the U.S. Equal Employment Opportunity Commission ("EEOC"), the Department of Labor ("DOL"), the National Labor Relations Board ("NLRB") or any other governmental civil rights agency or commission. However, Employee may not pursue relief in his or her own name in any federal, state, or local administrative agency proceeding. In all other respects, this Agreement shall apply to disputes sought to be brought before any administrative body unless prohibited by the laws applicable to the interpretation or enforcement of this Agreement.

Participation by Employer in any administrative proceeding shall not affect the applicability of this Agreement to any such dispute, and Employer shall not be deemed to have waived its right to later compel mediation and arbitration of such a dispute pursuant to this Agreement. The time limits for arbitrating disputes pursuant to this Agreement are not tolled by the filing of a charge with any such governmental agency. Similarly, the time limits for filing a charge with a governmental agency are not tolled by the commencement of arbitration pursuant to this Agreement.

Arbitration shall be initiated by serving or mailing a written notice to the other party within the statute of limitations applicable to the claims being asserted. If the claim is not properly submitted within such time frame, all rights and claims that the complaining party has or may have against the other party shall be waived. Any notice to be sent to Employee may be delivered to the most recent address listed in Employee's personnel file at Employer. Any notice to be sent to Employer shall be delivered to 201 40<sup>TH</sup> St S Fargo, ND 58103. The notice shall identify and describe the nature of the claims asserted and the facts upon which such claims are based.

Except as provided herein or otherwise agreed to by the parties, the arbitration shall be conducted according to the rules of the American Arbitration Association applicable to employment disputes or as otherwise agreed to by the parties.

In the arbitration, if the arbitrator permits the taking of depositions by the parties, each party shall be limited to the taking of five (5) depositions, unless the arbitrator makes a specific finding that additional depositions by either party or both parties are necessary for a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration.

Each party may be represented in the arbitration by legal counsel or other representatives selected by the party. Each party shall be responsible for its own

attorneys' fees, if any. However, if any party prevails on a claim that, according to applicable law, affords the prevailing party attorneys' fees, the arbitrator may award reasonable attorneys' fees to the prevailing party. If Employee initiates arbitration pursuant to this Agreement, he or she will be required to pay only \$200 of any applicable filing fee. Employer shall pay the balance of any filing fee and all other costs and expenses of the arbitrator, and any administration costs associated with the arbitration.

Employee understands that arbitration shall be the exclusive remedy for any claims described herein and Employee is waiving the right to seek remedies for such claims in court, including the right to a jury trial. Except as otherwise provided by law, the decision of the arbitrator shall be final and binding and enforceable by judicial decree.

Any arbitration conducted pursuant to this Agreement shall be conducted in a city in the county of Employee's current or final primary place of employment with Employer unless the parties mutually agree to conduct the arbitration elsewhere.

Should any portion of this Agreement be found to be unenforceable, such portion will be severed from the Agreement, and the remaining portions of the Agreement shall continue to be enforceable.

Employee acknowledges that Employee's agreement to be bound by this Agreement is made in exchange for his or her employment by or continued employment with Employer and Employer's agreement to mediate or arbitrate disputes in accordance with this Agreement.

This Agreement expresses the entire agreement of the parties, and there are no other agreements between the parties, oral or written, concerning mediation or arbitration. This Agreement is not, and shall not be construed to create, a contract of employment, express or implied. Employee's employment with Employer is at the will of both parties, and either party may terminate the employment relationship at any time for any reason or no reason with or without cause or notice. This Agreement cannot be changed or modified except in writing signed by each party.

\_\_\_\_\_  
Employee Name (PRINT)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



Automotive  
Group

## **INTERNET & SOCIAL MEDIA PUBLISHING GUIDELINES**

In our regions of operation, Corwin Automotive Group is an identifiable brand. All of us are very passionate about what we do on a daily basis and the Internet puts us in direct contact with the community and our customers. At the Corwin Automotive Group, we believe in open communication, and you are encouraged to tell the world about your work and share your passion. Whether you do so by participating in a blog, wiki, online social network or any other form of online publishing or discussion is completely up to you.

However, Internet and social media communication is changing the way we talk to each other and even to our consumers, target audiences and brand partners.

In order to avoid any problems or misunderstandings, we have come up with a few guidelines to provide helpful and practical advice for you when communicating on the Internet as an identifiable employee of the Corwin Automotive Group and its brand partners.

- First, please familiarize yourself with and follow the Corwin Automotive Group Employee Policy Manuals. This document does not supersede, but rather extends those policies to Internet communication.
- When you discuss Corwin Automotive Group - or brand partner-related matters on the Internet, you must identify yourself with your name and, when relevant, your role at the Corwin Automotive Group. Only very few people in this company are official spokesperson for the Group or its brands, so if you are not one of them you must make clear that you are speaking for yourself and not for the Group. Please use a disclaimer like "The postings on this site are my own and do not necessarily represent the position, strategy or opinions of the Corwin Automotive Group and its brands" in the "About" section of your site, page, account or communication. Please always write in the first person and don't use your company email address for private communications. Also please consider that even anonymous postings on the Internet can be traced back to the company.
- You are free to create a Facebook page or website to promote your own sales efforts. When doing so, do not represent yourself as the official page or site for the Corwin Automotive Group, its entities or brand partners. Please contact the Digital Marketing Manager (please find contact below) for approval of all business pages (not your individual personal account). Do not edit any Corwin Automotive Group or brand partner logos without permission and always use the disclaimer above to identify that you are not acting as an official company page or site. Please add our Digital Marketing Manager as an administrator on your page or site.

- You are personally responsible for the content you publish on blogs, wikis or any other form of user-generated media. Please remember that the Internet never forgets. This means everything you publish will be visible to the world for a very, very long time. Common sense is a huge factor here. If you are about to publish something that makes you even the slightest bit uncomfortable, review. If you are still unsure and it is related to the Corwin Automotive Group and its brands, talk to your manager or our group Digital Marketing Manager (please find contacts below).
- Just because information is on the internal networks (like brand partner tools or internal email announcements), it is not ok to let the rest of the world know about it. If an item features the sentence “for internal use only” then that is exactly what it means and it is absolutely not meant to be forwarded to anyone who is not employed by the Corwin Automotive Group. No exceptions. Messages from management to all employees are not meant for the media or public, unless otherwise directed.
- It is perfectly fine to talk about your work and have a dialogue with the community, but it is not okay to talk about a sale or product before its official launch. Please treat all company discussions as confidential. If the judgement call is tough on the issues discussed, please ask your manager before you publish or forward. Please act responsibly with the information that is entrusted to you.
- Do not comment on work-related legal matters or customer issues unless you are an official spokesperson, and have approval by the Corwin Automotive Group to do so. In addition, talking about revenues, future products, pricing decisions or similar matters will get you, the company or both into serious trouble. Stay away from discussing customer personal information or confidential topics at all costs.
- Respect your audience. Do not use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in the Corwin Automotive Group’s workplace. You should also show proper consideration for others privacy and for topics that may be considered objectionable or inflammatory (like religion or politics). If you are in a virtual world as a Corwin Automotive Group representative please dress and behave accordingly. We all appreciate respect.
- Think about consequences. Imagine you are sitting in a sales meeting and your client brings out a printout of a colleague’s post that states that the product you were about to sell “completely sucks.” Talk about a tough pitch. So, please remember: Using your public voice to trash or embarrass your employer, your customers, your co-workers or even yourself is not acceptable.
- Have you posted something that just wasn’t true? Be the first to respond to your own mistake. In a blog or on social media, if you choose to modify an earlier post, make it clear that you have done so.

- Please respect copyright. If it is not yours, don't use it. It is that person's choice to share his or her material with the world, not yours. Before posting someone else's work, please check with the owner first.
- Don't cite or reference clients, brand partners or suppliers without approval. When you do make a reference, where possible, link back to the source.
- Be aware that others will associate you with your employer when you identify yourself as such. Please ensure that your Facebook, Linked-in, Twitter or other social media profile and related content is consistent with how you wish to present yourself and our company with clients and colleagues.
- Even if you act with the best intentions, you must remember that anything you put out there about the Corwin Automotive Group can potentially harm the company. This goes for all internal media as well, like internal sales bulletins or newsletters. As soon as you act on the company's behalf by distributing information, you are upholding the company's image. Please act responsibly. If in doubt, please contact the Digital Marketing Manager (see contacts below) or your manager before you hit the send button.
- And finally, protect our brands and protect yourself!

**I have read and understand these policy guidelines and will act in accord with these policies and procedures as a condition of my employment with Corwin Automotive Group.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position