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Employee Handbook WEB VERSION Table of Contents

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Last amended December 2004

*Ancira Auto Dealers is only a general term used to indicate any one of the following independent employers: The Ancira-Winton Chevrolet, Inc.; The Ancira-Winton Chevrolet, Inc. dba Ancira Volkswagen Kia; Ancira Enterprises, Inc.; Ancira Motor Co. dba Ancira Chrysler Jeep Kia; Ancira Nissan, Inc.; Ancira 281 North Chrysler Jeep, Ltd.; Eagle Pass Ford Mercury Ltd.; Floresville Ford Mercury, Ltd.; Ancira GMC Trucks and Motorhomes, Inc.

Your employer is listed on your annual W-2

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INTRODUCTION

This manual is divided into four sections:

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Recognizing that our people are our competitive advantage, we thank you for being a contributing, supportive member of this organization. We look forward to a mutually respectful and rewarding relationship and the opportunity to work together toward our future growth and profitability while preserving the values and special culture of our group.

Throughout this manual you're provided with guidance on employer policies. Violation of employer policies whether set forth in this manual or otherwise may result in appropriate "employment action". Action may include but is not limited to verbal warnings, written warnings, suspensions with or without pay, or termination. Whether due to ignorance or intentional wrongdoing, a first offense is grounds for immediate dismissal without further notice. A decision regarding what disciplinary action to take will be based upon the facts and circumstances existing at the time of the violation, but without regard to any legally protected status.

This book is intended to serve as a reference for issues of protocol and policy with regard to employment practice, conduct, and professional standards within the workplace. For the benefit of your job stability and value, please use this book to familiarize yourself with the standards and practices of the organization you are a part of. If at any time you have questions about the employer's policies, see your supervisor or General Manager. Also, be advised there are specific policies within this book that may be subject to higher authority than your General Manager.

This book does NOT create a contract of employment and is not all-inclusive. It is a limited set of guidelines of some of the most essential concerns of employees and employers. The standards listed here are neither limitations of the (1) expectations of the employer nor (2) defined misconduct. Other issues of misconduct not mentioned in this book may arise and be subject to disciplinary action (including dismissal) based upon the specific incident and the judgement of the employer.

Having this book as a reference is a benefit we're expected to take advantage of to learn and grow more attuned to the needs of the employer and our customers. Know also that changes may occur to any policy, rule, or benefit discussed within this manual. If changes are made, you'll be informed through your supervisor, by posting, pay voucher attachment, newsletter, or other means. Use the information sources as they are provided to keep you informed.

You're encouraged to see your General Manager or contact your employer's designated HR consultant for any questions regarding this book or the employer's standards.

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Directions to Help:

- Your supervisor is your first “go-to” person for help. You should first direct your question to him/her before looking elsewhere.
- When chain-of-command is in play, such as reporting absence, etc. call your work number and ask the switchboard operator to direct you to your party. (See also “Chain of Command”, page 5 and “Attendance”, page 7)
- When calling **FROM** your workplace, you dial “0” for the receptionist.
- For pay-related questions, do not contact the payroll clerk individually. It is your duty to address any payroll concerns immediately to your supervisor who will then contact the Business/Accounting manager on your behalf for payroll matters.
- To reach the 401(k) Plan Administrator [Wells Fargo], call 800-258-2715 (Until you change it, your PASSWORD is your SS#, PIN is Date of Birth)
- Benefits questions can likely be answered at the Team Ancira website: www.ancira.org (USERNAME is ancira; PASSWORD is benefits); or call the Team Services office or Gallagher Benefit Services: 800-492-8005.
Website addresses:
 - bcbstx.com/members (register with them for access to all your Claims information and Explanation of Benefits, etc.)
 - metlife.com (your group number is 5621303)
- To reach your employer’s designated HR consultant, you may call the Team Services office (in San Antonio area): 558-5005 or (outside San Antonio area): 888-876-4344 and ask for the HR Consultant.

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Ten Commandments for Keeping Your Job

-Excerpt from Texas Workforce Commission Guide to Employment-

1. Be on time – whether it’s showing up for work, returning from lunch, going to meetings, or turning in assignments.
2. Call in if you know you will be tardy or absent. Most companies treat absences or tardiness without notice much more seriously than simple absence or tardiness.
3. Try your best; always finish an assignment, no matter how much you would rather be doing something else. It is always good to have something to show for the time you have spent.
4. Anticipate problems and needs of management – your bosses will be grateful, even if they do not show it.
5. Show a positive attitude. No one wants to be around someone who is a “downer”.
6. Avoid backstabbing, office gossip, and spreading rumors. Remember what goes around comes around. Joining in on office gossip may seem like the easy thing to do, but almost everyone has much more respect for people who reject getting involved.
7. Follow the rules. The rules are there to give the greatest number of people the best chance of working together and getting the job done.
8. Look for opportunities to serve customers and help coworkers. Those who would be leaders must learn how to serve.
9. Avoid the impulse to criticize your boss or your employer. It’s easy to find things wrong with others. It’s much harder, but more rewarding, to find constructive ways to deal with problems. Employees who are known for their good attitude and helpful suggestions are the ones most often remembered when opportunities for raises or promotions come.
10. Volunteer for training and new assignments. Take a close look at people in your organization that are “moving up”. Chances are they are the ones who have shown themselves in the past to be willing to do undesirable assignments or take on new duties.

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Employee Responsibilities

Ultimately, our team standards are intended to promote a healthy, productive work environment. Employees are encouraged and expected to meet the conduct and performance requirements of the employer to enhance job stability, achieve recognition and to contribute to our market viability. Neglect of your responsibilities is considered misconduct.

Fundamental responsibilities of employment include:

1. Take care of the customer. Smile. Use the customer's name. Give them prompt attention. Guard your temper. Show appreciation. If you personally cannot satisfy a customer's request, you have an affirmative duty to involve your manager immediately.
2. Handle complaints promptly and with gratitude for the opportunity. Often complaints are a result of miscommunication. Involve your supervisor with any questions or direction you need and be an encouragement in your group.
 - Within our team, open dialog becomes especially critical to ensure we reach resolution when faced with conflict. In fact, the Open Dialog Program (ODP) was designed specifically with this in mind; knowing conflicts come in any relationship and working through them can strengthen us and make us better.
 - Customer complaints must be referred to your manager promptly.
3. Results are both expected and appreciated. Perks, benefits, raises, promotions, transfers, and even 'continued employment' are not a RIGHT. You are expected to produce exceptional results in the position your assigned and to do so diligently, wholeheartedly, respectful of management, and with a high quality of workmanship. Doing so is not a guarantee of continued employment; it is an expectation of your employer. Failing to do so diminishes your value to the Team and may lead to dismissal from employment.
4. In matters of employment or business complaints or concerns, it is your duty to actively engage the "Chain of Command". **Throughout this policy manual, when you are told to report to a supervisor or given similar direction, know this means to *engage the CHAIN OF COMMAND*** to ensure successful communication and compliance with employer policies.

Rank is as follows:

- | | |
|-----------------|----------------------------------|
| 1 st | Immediate Supervisor/Team Leader |
| 2 nd | Assistant Manager |
| 3 rd | Department Manager |
| 4 th | Department Director |
| 5 th | General Manager |

5. Promote your employer and the employer's concern for (1) the employee and (2) our customers. This is a people business and the public forms an opinion of our group based on your words and actions.
6. Work harmoniously with your peers setting any personal bias, prejudice, and selfishness aside. We each are expected to work cooperatively with one another to serve our customers. Be positive with your teammates. Do the work you're assigned. Ask questions when you don't understand. Volunteer to help others when you're work is done. Encourage those around you and avoid distracting others from their work.
7. It is your duty to achieve the reasonable goals assigned to you with regard to your work performance, work quality, attendance, behavior, safety, and production to ensure equitable standards are applied and maintained within your workplace.
8. Managers are responsible to the employer and to your peers to ensure performance standards are enforced fairly within the department. As a policy, your employer typically doesn't perform scheduled or formal performance appraisals but will evaluate your performance continually. Feedback, whether formal or informal/individual or collective, is subject to the manager's discretion and, if offered, should be accepted constructively.

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- **PERSONAL PRESENTATION ACCOUNTABILITY**

Your job includes giving a welcoming, personable presentation to your customers. We're each accountable to make wise choices in our personal dress and presentation, respectful of the modesty of others. Dress professionally and modestly for the workplace or you may be sent home to choose more suitable attire. Shirts should remain tucked-in; skirts/dresses/blouses should protect both your personal modesty and the modesty of customers and employees. Frequent errors in judgement with regard to your clothing and general hygiene are an invitation for employment action.

When answering calls, name yourself to the caller. This establishes your personal commitment to assist them. Direct calls considerately, if you personally cannot assist the caller. If you've received the call in error, resist the urge to blame someone for the error and simply, considerately, explain to the caller you will be accountable for getting them to "the right place". It's often necessary to stay on the line until you've personally ensured the caller has reached the right help. This kind of service, delivered consistently and with personal care, encourages customers and other outside callers to rely on us when they come into the market for vehicle sales or service. Failing to do so corrupts the caller's opinion of us and is a detriment to our future viability.

Don't smoke in the close presence of customers – even if they are smokers. It's unprofessional and discourteous.

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ATTENDANCE

● **Absence/Late Arrival Notice**

For each day of absence, it is your duty to call in. You may **not** have another party call on your behalf except in **extreme** circumstances such as emergency hospitalization. Messages left with operators, receptionists, voicemail, or coworkers are considered misconduct and an invitation for employment action. All employees, including managers, must personally provide notice to their immediate supervisor prior to being absent or tardy or within 30 minutes (before or after) of scheduled work time **and include**:

1. Cause of absence/tardiness (illness, family crisis, etc.)
2. Expected return to work time and date
 - ※ If your supervisor is not available, follow the chain of command up to and including contacting your General Manager or designated HR consultant to protect the integrity of your absence.
 - ※ Planned absences should be cleared with your manager well in advance, preferably with at least 72 hours notice so schedules can be adjusted accordingly. In the event of absence due to serious illness or doctor appointments, you may be required to provide more advance notice and a fitness for duty and/or absence certificate upon your return to work (See also FMLA).
 - ※ Two consecutive days without a call-in will be considered Job Abandonment. Also, failure to return following an approved absence will be considered Job Abandonment when no sufficient cause or when no contact is provided to the employer prior to the required return date in accordance with the call-in policy.
 - ※ Failure to comply with notification duty, habitual absenteeism or tardiness invite serious employment action.

Supervisors are required to report any absences of more than two days to the employer's designated HR consultant.

● **LEAVE of ABSENCE**

All leave requests must be submitted for review through the employer's designated HR consultant and should always be requested at least 30 days in advance (unless the urgency of the situation prevents it). Leave is subject to various limitations. Your full cooperation in assessing a leave situation is both expected and appreciated.

Leave of absence is covered in detail in the "Legal Compliance" section of this manual. For a description of leave requirements, see pages 28-29.

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● **Vacation**

Time away from work is a recognized value to your productivity and creativity. Vacation allowance is not classified as compensation or wages. It is not an accrued benefit. It is simply an excused period of absence during which time normal pay is not interrupted.

Pay is available in place of vacation time in ONLY ONE situation: Many within the group have been employed at least 10 years and have earned three weeks vacation. **NON-MANAGEMENT Employees** may elect the third week of vacation to be substituted with an extra paycheck rather than an actual vacation absence. If you are in this category, please advise your supervisor if you wish to request this option. The request is subject to final approval by the department manager and general manager.

During vacation, your pay is as follows:

- ※ Commission (Technician, Sales Person)

These pay plans are structured by individual employer, job title, etc. See your supervisor for details on how your vacation time is compensated.

- ※ Hourly, Full Time, Regular Duty

Vacation is figured by your hourly rate x normal scheduled work hours.

- ※ Salary

Pay continues during vacation absence.

- ※ Consultants, Part Time, Seasonal, Contract, and Temporary workers are not eligible for vacation allowance.

Holidays that fall during a vacation period will not be counted against your vacation allowance.

Department managers are responsible for vacation schedules. We recommend you apply for your vacation time as soon as possible and with at least 30 days notice. The department manager has complete discretion in granting or denying time off. Vacation allowance can't be carried over from one year to the next – we want you to use it! Any time not taken during the year will not be carried over to the next year and will be lost—SO PLAN AHEAD☺

- ※ After twelve months of employment service, you are allowed one week vacation.

Example: Hire date is 11-21-03

One week vacation may be taken as of 11-21-04

- ※ On January 1 of the following year (05), you are allowed two weeks vacation.

Example: Hire date is 11-21-03

One week vacation taken 11-22-04 thru 11-26-04

Eligible for 2 weeks vacation starting 1-1-05

For the rest of your employment, January 1 will mark the beginning of a vacation term. In other words, there will be two weeks vacation allowed between January 1 and December 31 of each year until your tenth anniversary.

- ※ On the 10th anniversary of your hire date, you are allowed three weeks vacation.

Example Hire date is 11-21-03

One week vacation taken 11-22-04 thru 11-26-04

Two weeks vacation taken annually from 2005 through 2013.

On 11-22-13, you have an additional week's vacation to take before the end of the year for a total of 3 weeks.

On 1-1-2014, you have 3 weeks vacation.

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- **Incentive Trips**

Any incentive trips (reserved for specific positions) you may be given during the year will only count $\frac{1}{2}$ time against your available vacation. In other words, a 4-day absence taken for an incentive trip will only count as 2 days of your vacation. However, regardless of the number of days taken for an incentive trip, the employee will retain one week's vacation for personal use.

The employer also may offer a "company trip" as an award to an employee during the year. In this case, the trip will not count against ANY of the recipient's vacation time.

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MISCONDUCT

The following rules were adopted to ensure a cooperative work environment and a viable employment future for each of us. Infractions against our work standards weaken our ability to work in balance with one another and may be grounds for disciplinary action as referenced in the Introduction to this book. Please read carefully to ensure your thorough understanding and compliance:

1. “Stealing time” or otherwise wasting time, loitering on the clock (long-punching), distracting coworkers, and/or deliberately restricting productivity.
2. Inaccurate reporting of time, work, sales, service, or production for a customer, coworker or yourself and/or failure to accurately document and report your work time.
3. Failing to accurately produce and verify any records maintained within the course and scope of business and employment including, but not limited to: acknowledge with your signature any written notice issued by the employer; provide verification of absence; open Repair Order for an in-service unit; properly document service, labor or parts; sign time sheet; comply with required time-clock procedures; and all other documentation as may be required.
4. Falsifying company records or information or committing fraudulent words or deeds within the scope of your employment (i.e. lying to or omitting relevant facts from a manager or customer).
5. Leave or absence without authorization or any other violation of employer attendance policy.
6. Posting, altering, distributing, or removing any matter without authorization of management. (i.e. leave what’s been officially posted and don’t post anything you’ve not been authorized to post).
7. Soliciting of any kind without written authorization of the general manager or higher authority.
8. Assuming supervisory authority not delegated to you by a qualified party.
9. Violating safety policy/procedures or endangering or threatening the safety of yourself or others either by act or inaction.
10. Poor workmanship; failing or refusing to accept and perform in a professional manner the work assigned to you (including acceptance of disciplinary instruction unless the orders are clearly unethical and/or illegal); **and/or** failure to inform your manager of resources or assistance needed in order to meet job standards or requirements.
11. Provoking and/or engaging in a verbal or physical altercation, threats, intimidation, harassment, coercion, or interference on company property or in relation to your employment.
12. Misuse, destruction, misappropriation, removal, or abuse of any of the employer’s property or resources or of any property entrusted to the care, possession, and/or custody of the employer without written authorization from the department manager or higher authority. Removal of any item without the required authorization and proper accounting or custody procedure being followed constitutes theft.
13. Retaliatory action in response to an individual’s legally protected rights.
14. Unauthorized release, misuse, use, or sharing of confidential or proprietary information, including customer or employee data.
15. Failure to report for mandatory training or to report for duty upon conclusion of an excused time away.
16. Failure to attend to a customer’s needs or customer complaint or report a complaint to management as required.
17. Insubordination and/or engaging in conduct or conversation within the scope of employment which undermines or contradicts loyalty to the employer or otherwise substantially disrupts the balance of the employer-employee relationship.
18. Failure to open a Repair Order for any vehicle entering the repair or make ready shop or removing a vehicle without proper service and accounting procedures being used.
19. Failure to report an accident, potential knowledge of a theft, criminal intent, or destruction of property to management.
20. Violation of a written or otherwise ‘reasonably known’ employer practice, expectation, or policy.

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SAFETY & SECURITY Rules

Your employer has a tremendous investment in your safety and numerous incentives in place to encourage safe work habits.

As with all other employer policies, dismissal may occur on a first offense without additional prior warning.

Pay careful attention to these policies to save yourself from a possible injury or accident:

1. It is your duty to use the safety equipment (PPE) provided to you for your job as required. The employer intends to promote safety over and above your personal preferences or comfort. Your recognition of this fact makes meeting safety requirements much easier and enjoyable for us all and is greatly appreciated.
2. If you are ever put in the victim's position and asked to surrender money or property – DO IT! The employer authorizes you to avoid confrontation through compliance with a criminal's orders. If you are faced with fight or flight – run for safety.
3. It is your duty to report all accidents and/or losses, no matter how slight, to a supervisor. Follow the chain of command if an immediate supervisor is unavailable.
4. It is your duty to follow the Job Safety Orientation procedures provided to you.
5. It is your duty to report any unsafe conditions immediately to your supervisor, department manager, or general manager or call the Risk Manager directly. If you report any unsafe conditions to your supervisor, department manager, or higher authority and they do not resolve the situation promptly, it is your duty to continue to pursue remedy throughout the chain-of-command.
6. It is your duty to let your supervisor know of any medication you are taking that may impair your judgement or ability to safely perform your job.
7. Restrict smoking to designated areas away from ignition sources and only with proper disposal of butts to prevent them from blowing into an unsafe area. Smoking in front of customers, in shop and warehouse areas, in our buildings, or while fueling is prohibited. Verify butts are thoroughly extinguished before transferring them to waste receptacles. Fires have erupted from smoldering ashes.
8. Be alert to strangers and unauthorized persons in restricted areas and report it to your supervisor for immediate action. If you are a supervisor, it is your duty to take immediate corrective action and accept responsibility for your department's/employee's security.
9. Personal belongings such as tools, clothing, electronics, autos, etc. are not covered by your employer's insurance. Protection of such belongings from loss or damage is your personal responsibility.
10. Lot speed is restricted to a slow pace (idle) of 5 mph.
11. Keys must be protected in accordance with the employer's key control procedures. When being used, they must be carefully guarded. If your position warrants your access to the Key Trak or similar key terminals, you are prohibited from sharing your PIN or password. You may not pass off any set of keys to another party once you've checked the keys out of the key terminal. You must reload the keys into the key terminal personally to assure security is maintained.
12. To reduce your risk of accidents, park only in designated areas and don't park larger vehicles on the end of display lines. This obstructs views and contributes to accidents.
13. It is your duty to use a spotter (another employee) to help guide you when driving in and out of tight areas, backing large units from stalls or past blind spots, or when relocating units from vehicle display ramps (ramp access is reserved for authorized employees only!).
14. Engines must be OFF when fueling. Cell phones must be OFF. NO SMOKING. For everyone's sake, follow federal safety guidelines for safe fueling. Vapors are easily ignitable, believe it or not.
15. We have designed security measures to ensure your safety during demonstration or test-drives. Follow all of these rules diligently including use of ONLY designated routes. Creating your own route can seriously endanger your safety.
16. Unauthorized use of employer's vehicle without authorization or property (i.e. customer's car) entrusted to our care and custody is prohibited.
17. All 'driving' employees must promptly report any driving tickets or accidents – whether at work or off duty – to your manager due to the nature of our business and obligation to our insurance carrier.
18. Report any damage you notice on a vehicle to your supervisor.

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General Employment Policies

● **Full Time, Regular Duty**

Working 40 hours per week or more typically qualifies you for employer benefits, whether exempt or non-exempt. If you are technically scheduled to work 40 hours but habitually fall below this in your attendance, your benefits may be cancelled due to our policy requirements with the carrier. Your position likely requires timeclock use. It's to your benefit – for many reasons – to use it conscientiously.

● **Part Time, Seasonal, and Temporary Duty**

When you're employed at less than 40 hours per week as a regular schedule, you are considered to be a Part Timer. Occasionally Seasonal and Temporary employment may be utilized. Under these employment schedules, benefits are not available. However, if you and your manager eventually convert your schedule to 40 hours or more Regular Duty employment, please ask the employer's designated Human Resources consultant to inform you of benefits you may be eligible for.

● **Moonlighting/Outside Business Interests & Employment**

Because of the potential conflict and ethics concerns, moonlighting both during active employment AND during any leave is prohibited, including outside self-employment and/or business interests and solicitation and/or sale of goods or services for profit on company property or during company time. Pursuant to this policy, no employee shall have any relationships or engage in activities which might conflict or give the appearance of conflicting with the proper performance of your job duties and responsibilities or which might affect your independence or judgment with respect to transactions made on behalf of the employer or cause annoyance or intimidation within your employment relationships.

The employer reserves the right to conclude whether or not secondary employment/income activities are contrary to this policy and may terminate employment at its option without additional notice.

Military service is of course excluded from this policy.

● **Threats or Conflicts**

Relationships outside of employment that are brought into the workplace either by personal calls, visitation, or otherwise and result in conflict or threat of conflict to the employees or the employer invite employment action and involvement of appropriate authorities.

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- **Pay Schedules/Final Pay/Debt Recovery**

Pay Schedules are as follows:

| Pay Category | Pay Period/Cutoff | Pay Date |
|-------------------------------|------------------------------------|--------------------------------------|
| Sales | 1-15 th and 16 thru EOM | 22 nd and 7 th |
| Hourly | Saturday thru Friday | Following Friday |
| Salary/Salaried Commission | 1-15 th and 16 thru EOM | 15 th and EOM |

Direct Deposit is a condition of employment. If you are unable to obtain a bank account or lose privileges of a bank account due to financial or tax reasons (or similar), contact your employer's designated HR consultant. We empathize and have arranged special account programs for such cases.

Employees are paid at least the minimum wage for actual hours worked.

Final pay is subject to any outstanding payroll deduction authorizations, garnishments, Federal Income tax and FICA withholding and prompt return of all company property in accordance with the law.

In the event your employment ends:

- It's your duty to return any property of the employer (including uniforms, keys, fuel cards, etc.) within 48 hours.
- You're paid for all work and hours completed as of your termination. Incomplete jobs/sales/transactions will not be paid.
- You're not eligible for unused vacation or unpaid employer bonuses.

- **Debt Recovery**

This is formal notice of the employer's reservation of rights to recoup losses occurring from the following:

- a. Service repairs and Parts purchases outstanding
- b. Uniforms unreturned or damaged
- c. Property theft; Failure to return employer/customer property
- d. Destruction of property
- e. Theft of customer monies
- f. Payroll deduction authorization amounts outstanding
- g. Unpaid insurance premiums outstanding
- h. Unpaid debt to dealership outstanding

Your employer prefers leniency in recovering debts. However, this depends on your willingness to cooperate and the reliability the employer places on your promise.

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- **Holidays**

Holidays are traditionally a great business opportunity in this business because that's when customers have time to shop or leave their vehicle for service. Taking this into consideration, we try to observe the following holidays:

| | |
|------------------|---|
| New Year's Eve | - Close at 6 p.m. |
| New Year's Day | - Closed |
| Independence Day | - Closed (Sales and Accounting may open) |
| Labor Day | - Closed (Sales and Accounting may open) |
| Thanksgiving Day | - Closed |
| Christmas Eve | - Closed ½ day |
| Christmas Day | - Closed |

For departments that open during the employer's "observed holiday", employees who work may be given an alternate time off to compensate.

Hourly paid employees: To receive holiday pay (8 hours @ regular hourly rate) when taking the "observed holiday" off, you must work the day before and the day after an "observed holiday" to be eligible.

All other positions: Holidays are already accounted for in the pay structure and therefore do not receive separate holiday compensation.

- **Promotion and Transfer**

Your employer hopes to see you grow in your current job and **fully develop your knowledge and value** there. By applying your effort and focusing on doing your tasks correctly, completely – and **consistently** – you build your manager's confidence in your ability to do other things. Although no guarantees are made in regard to advancement, we want to help you reach your goals.

Occasionally, transfers are requested either for advancement or convenience or otherwise. Admittedly, someone may not fit in one department but will fit well in another. Transfers may be allowed on a discretionary basis and are conditioned upon many factors including but not limited to: your flexibility, area of expertise, merit/commendation, past work performance, availability, pay requirements, comparative availability, benefit to the employer, and similar. If you would like further information, please call your employer's designated HR consultant or see your manager.

- **Duration of Employment**

All employees are subject to conditional employment under the state's At-Will Employment Doctrine. We aggressively strive to control turnover and provide commensurate benefit to the employees for the value of the work provided. However, your employment is not guaranteed. Employment may be terminated either by you or by the employer at any time, for any cause or no cause, with or without prior notice. The employer is not obligated to provide a cause any more than the employee is required to provide a reason for leaving. It is part of your continual job responsibility to strive to meet your manager's expectations and seek to attune yourself to the needs and profitability of the group you are a part of. In return, your employer strives to provide a vital environment you can look forward to being a part of with opportunity for you to grow and develop your individual talent.

- **Administrative Termination (Involuntary Resignation)**

Inability or failure to return from approved leave and/or to perform the essential functions of a position with or without reasonable accommodation which extends beyond 90 days will necessitate an "Administrative Termination", except as otherwise required by law.

The Administrative Termination policy will not apply to individuals on Military leave as such leave shall be in accordance with applicable law. (See also "Military Leave", page 44)

Note: For readability purposes, Web Version Page Numbers are different from hardcopy page numbers.

- **Hiring Relatives**

Your employer encourages hiring relatives and friends, but avoids hiring relatives or close friends into positions that can cause conflict of interest, invite theft, or cause morale issues to arise. This can easily occur depending on specific circumstances. For this reason, it is your duty as an employee to inform the employer of such a relationship. The employer reserves the right to determine when hiring a relative or close friend will or will not be appropriate, but we encourage you to be open to the idea of inviting friends and family to apply. We are an equal opportunity employer.

- **Employee Dating & Marriage**

The employer typically avoids joint employment of partners to avoid conflict of interest, nepotism, or similar concerns that may result in such circumstances. Although not always necessary, the employer reserves the right to determine its best interests in cases involving dating, marriage, or similar relationships between employees, including selective transfer or dismissal of one or both employees, as permitted by law. As an employee, it is your duty to inform your employer of any situations of this nature.

- **Rehire**

To discourage turnover and the “greener pastures” risk, we do not typically rehire employees once they’ve departed. However, in rare circumstances, economic and employment factors may leave room for special consideration and we may elect to do so on a discretionary basis. Your reasons for leaving, along with the way you treated your employer, manager, and co-workers while you were here (along with other factors) will play a definitive role in the decision process. All rehires are dependent upon final endorsement by the Owner.

Regardless of the reason for your departure from employment, we are not able to guarantee a position will be available at any future date and you should plan for the contingency that your departure from employment is permanent and rehire will not be an option.

- **Temporary Limited Duty**

For your safety and that of your peers, your employer requires a Full Duty Release in most cases in order to be at work. If you have had an injury on your personal time and/or are prescribed medication that temporarily prevents you from being able to safely do your job, speak with your supervisor and provide him/her with your doctor’s specific work restrictions and time for recovery.

If you are a supervisor and are approached with such a situation, you are required to involve the employer’s designated HR consultant to ensure policy continuity and compliance.

- **No Smoking**

Our facilities are smoke-free. Your employer has no obligation to provide smoking facilities, but elected to designate specific smoking areas away from customers, flammables, and fueling stations. Use only designated areas and receptacles when smoking. No butts or matches should be thrown on the ground – even if you think it’s out completely. Our facilities use propane, gasoline, and other flammables so there’s NO ROOM FOR CARELESSNESS when it comes to smoking. Don’t smoke in the presence of customers – even if they are smokers. It’s unprofessional and discourteous.

- **Search**

Entry to the workplace is the same as giving your consent to search or inspection of both your person and your belongings. This is FORMAL NOTICE of the employer’s intent to search the premises, belongings, lockers, purses, or persons, including privately owned vehicles on company premises if the employer sustains an economic loss that substantially implicates the reasonability of searching your belongings or vehicle, or we have a reasonable cause to believe you are in violation of company policy or engaged in illegal activity.

This policy is intended to discourage illegal activity and ultimately protect you, our customers, and the employer from loss or harm.

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- **Phone Use**

We strive to keep our culture friendly. Consistent with this, it's understood personal calls during your work time occasionally may be needed. Whether using a personal cell phone or the employer's phone, this is a privilege that is easily withdrawn if it becomes a source of abuse. There's typically no shortage of work to be done and a few minutes here or there throughout your day or week adds up to be a detriment to your department and coworkers. If it seems someone is misusing phone privileges, be aware it may be revoked on either an individual or group basis and that your manager has been given full authority to manage the productivity of his/her department.

Our toll-free numbers cost us and are for the exclusive use of our customers. Unless your family members or friends are in the process of buying a vehicle from us, they shouldn't be using our toll-free numbers. In today's age of cell phones with free long distance, there's no excuse for you to allow abuse or theft of the toll-free numbers. As an employee, you're held accountable for your incoming calls and what number your family and friends use to call you.

Employees with long distance codes are required to reimburse the employer for personal long distance calls on a monthly basis. Misuse or abuse of phone privileges may cause dismissal, depending on the severity. Please do your part to protect this privilege.

Cell Phone Use / Restriction

The employer discourages use of cell phones while driving under any circumstances. Employees are responsible for ensuring safe cell phone use consistent with current laws. Note that even if you're using hands-free equipment, you must end the call if you're in heavy traffic, hazardous conditions, or the call involves emotionally charged or high-concentration issues. If you're driving but do not have hands-free phone features, you are required to pull to a safe location and PARK your vehicle prior to taking a call, making a call, or taking notes. Be aware that cell phones use in the workplace may be banned either on an individual or group basis if they become a distraction to our care of our customers. Don't allow cell calls to interrupt your care of the customer or take precedent over the customer.

As a benefit to employees who have been assigned cell phones, if you're cell phone is provided by the employer and you do not have your own hands-free equipment, your employer will provide it to you upon your request. Employees who are not assigned a cell phone as a requirement of the position are responsible for providing their own.

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Benefits

This summary is provided simply as an information tool to you. Because each employer has the ability to structure many of its own policies and programs, some benefits unique to your employer may not be listed in this book. Any benefit may be amended or discontinued at any time with or without notice. We actively work to maintain a competitive benefits package consistent with what is offered by retail auto dealers.

● **Open Dialog Policy (ODP)**

Intended as a “one-stop-fix-all” opportunity to prevent workplace miscommunication and foster a spirit of unity among our employees and management, ODP encourages open communication and problem solving throughout the organization. It is our hope that our ODP is so successful, you will never have to seek problem resolution from an outside source. When activating ODP, it can be as simple as following the Chain-of-Command starting with your supervisor.

Rank is as follows:

- 1st Immediate Supervisor/Team Leader
- 2nd Assistant Manager
- 3rd Department Manager
- 4th Department Director
- 5th General Manager

For serious disputes, such as those involving a legally protected right, you may contact your employer’s designated HR consultant directly who will act as liaison to help you reach an agreeable outcome.

Your employer spends considerable effort and resources to ensure legal compliance, consistency of policy application, and ethical business practices and is confident that at the close of any dispute resolution, any final management decision made will be on the right side of both the law and ethics standards. This being said, be advised that in an employment dispute regarding legally protected rights, the American Arbitration Association is an alternative to litigation, at far more affordable rates (sometimes free) than the legal system. Mediation or arbitration offers faster resolution of your claim (6 months average) and may even be eligible for some employer subsidy, depending on the specific circumstances. For more details, refer directly to your EXCHANGE manual or contact your employer’s designated HR consultant.

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- **Anniversary Bonus**

The length of service you devote to your employer means a lot to you and to your employer. During the month of your anniversary, the following commemoration will be designated:

- Year 5: \$50 and engraved pen
- Year 10: \$250
- Year 15: \$500
- Year 20: \$1,000
- Year 25 and each subsequent 10-year mark: \$2,500

If you leave the company for any amount of time without a designated leave of absence, your latest entrance date will be considered your anniversary date.

- **Birthday Bonus**

If you've been employed at least 90 days prior to your birthday, you may be eligible for the Birthday Bonus.

*1. You must request **prior approval** of your manager for taking your birthday off. Your manager may substitute another day, if needed. You are responsible for informing your manager in advance of your birthday. You are not required to take the day off.*

*2. **Hourly Pay/Individual Commission***

(accounting, sales, techs, etc.)

*Employee will be paid \$25 for that day. You do **NOT** have to take your birthday off to receive the \$25.*

Salary or Department Commission

Normal Pay, No Bonus

If you take your day off, normal pay continues.

It's your responsibility to give your supervisor advance request for birthday off AND/OR birthday bonus pay. If your birthday falls on a day we'll be closed anyway, you can request a different day in lieu of your actual birthday. Approval is at the manager's discretion. One birthday per year per customer.☺

Birthday bonus is void in event of employment termination.

- **Christmas Bonus Plan**

As business permits, annual allowance is typically provided for Christmas bonuses to non-sales employees. The bonus period begins December 1st and ends the following November 30th. Non-sales employees who are hired during the year, have been actively employed for a minimum of 30 days (November 1 or prior), and are actively employed on December 1st when the bonus is figured, will receive a prorated amount based on their actual service time. Any person who is not actively employed on or at the time the bonus is issued will not be eligible for a Christmas Bonus.

Note: Christmas Bonus should not be confused with the Employee Christmas Savings Plan, which is a voluntary employee-funded savings option intended to help employees save during the year. The employee may withdraw from this up to twice a year and is always 100% "owner" of the money they personally allocate from their pay toward this savings.

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- **Employee Purchase**

Parts and Service is available to you and your immediate family from any of the dealers within Ancira Auto Group. Service work will be performed at the current employee internal labor rate with parts figured at cost-plus-10%.

You're also able to purchase vehicles from any of the dealers within Ancira Auto Group at favorable pricing. **To begin your car shopping, you must first go through the dealer's general manager or general sales manager to arrange initial contacts.** Due to market demand, some new models may be restricted from the employee incentive purchase at the General Manager's discretion.

New motorhome and trailer purchases are invoice plus pack. Used motorhome and trailer purchases must be addressed with the dealer's General Manager.

Used cars on the lot less than 45 days will be available at \$500 over net cost. Those on the lot more than 45 days will be available at \$300 over net cost. Wholesale units are determined at the sole discretion of the Used Vehicle Sales Manager and these are available at \$100 over net. The General Manager will resolve any disputes arising over the purchase of used vehicles.

You are limited to 2 used vehicle purchases within a rolling 12-month period.

- **Payroll Deduction**

To assist employees with unplanned auto repair costs and similar, the employer has designed a payroll deduction plan that enables you to promise to pay in increments of the total bill for a specified period of time. **Amounts under \$100 will not be allowed simply due to the administrative burden these allowances cause to accounting and payroll departments.** Deductions will be divided in such a way as to be commensurate with an employee's income. Payroll Deduction should always be ARRANGED IN ADVANCE and authorizations are always subject to final approval by both your manager and the general manager. This privilege may be revoked or denied on an individual or group basis at the discretion of management. **PAYROLL DEDUCTIONS CANNOT BE MADE FOR DOWN PAYMENTS APPLIED TO COMPLETED FINANCING.**

- **Tuition Reimbursement/Educational Assistance**

Your employer wants you to reach your academic goals and is willing to help financially. If you want to further your automotive career by pursuing secondary education or specialized training, you may be eligible for reimbursement of up to 100% of your tuition costs. If approved, your employer will reimburse your tuition costs following your course completion with grade C or better. Full time employees with at least one year of service* are eligible to apply. Call your employer's designated HR consultant for an application, which must be submitted prior to your course starting. Applications are approved or declined at the discretion of the employer. Go to www.ancira.org; "Forms" if you're interested.

*Exceptions may be considered for employees with less than one-year service based on your vocational agenda.

See your supervisor or call the HR consultant for more information.

- **Training**

We offer paid training programs depending on your position and career plan. When training is provided by the employer, it is mandatory. Failure to attend as scheduled may result in dismissal. When you're informed of mandatory training, you must attend.

We have an extensive video and book library with training in basic management skills, coping with your boss, advancing your career, earning recognition, and building your team. Please call the employer's designated HR consultant if you want to check a title out.

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- **Medical and Supplemental Insurance Coverage**

Health-related benefits are generally reserved for full time, regular duty employees.

Annual renewal meetings are held to allow you the opportunity to enroll or change your medical or dental elections, which are only offered under the group's Section 125 (Cafeteria) plan. The **Section 125** plan offers you favorable tax savings, but limits your opportunities to make changes to "qualified events" such as divorce, no-fault loss of coverage, marriage, birth, adoption, custody changes, and similar. If you experience such a change or "qualified event" **IT IS YOUR DUTY** to call your employer's designated HR consultant within 30 days to request the required forms for changes to be made. If you miss this deadline, you'll have to wait for open enrollment and the employer legally has no room to make exceptions for your oversight. Failure to inform insurance within 30 days of a **DEPENDENT STATUS CHANGE** (such as divorce) is fraud and may cause both employment action and denial of claims by the carrier!

Health Insurance Portability and Accountability Act (HIPAA) secures your ability to obtain health coverage when changing carriers/employers and protects your health information. As a matter of policy, a certificate of coverage is provided by the carrier to covered employees (who are with our group's medical plan) upon notice of separation of employment. The HIPAA also limits circumstances under which preexisting exclusions for coverage may be applied. Under the law, a preexisting condition exclusion generally may not be imposed for more than 12 months (18 months for a late enrollee). The 12-month (or 18-month) exclusion period is reduced by your prior health coverage term. You are entitled to a certificate that will show evidence of your prior coverage. If you buy health insurance other than through your employer group health plan, you must seek a certificate of prior coverage from that carrier.

Your employer's health plan renews annually on June 1. The employer's medical insurance carrier will credit you for any period of time you did have insurance within the prior 12-month period to your coverage date (waiting periods with this employer's plan will not be counted against you) as applicable to the HIPAA regulations regarding credit for prior coverage.

Any private health or personal information collected in the course of applying for health insurance is protected under HIPAA. Your employer collects and uses this information strictly within the limits set forth by HIPAA and other privacy laws, as amended. If you have questions, or need to report mishandling of Private Health Information (PHI), direct your concern to your employer's designated HR consultant or the Texas Department of Insurance.

- **Jury Duty**

Serving on a jury is a privilege and responsibility we want you to willingly accept. If you're called to jury service, take your orders to your supervisor as soon as you get them. We need time to make any schedule changes to accommodate your absence.

Salaried and Hourly employees are paid the difference between their normal pay and what the court pays. Commission employees are paid the difference between the court's pay and an average of their daily earnings for the period of time they serve, to a maximum of three weeks. When jury duty concludes, show your official court check to your supervisor who will then make arrangements for the pay.

When you respond to a jury summons, you are expected to work as much of your regular schedule as possible and required to return to work daily, immediately following service.

- **Life Insurance**

Although subject to change, your employer attempts to contract only with life insurance carriers who have a conversion option in their policies that will allow you to convert your policy to individual pay in the event you leave employment, thus enabling you to keep your policy.

If you elect life insurance through your employer's plan and later leave employment **BUT WANT TO CONTINUE YOUR EXISTING LIFE INSURANCE POLICY**, you're required to contact the employer's benefits administrator to request conversion of the policy. It will not be done without your request.

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- **401(k) Retirement Savings Plan**

Your employer participates in a group retirement plan called a 401(k) that's designed to allow you to put away dollars tax-free until you retire. The plan may also include discretionary contributions by the employer as the economic climate allows. Full time employees aged 21 or over who are employed at least 6 months are automatically enrolled at 3% deferral with an option to withdraw upon enrollment – or – to reduce the deferral rate to as low as 0% at any time. Upon initial employment, you may contact Wells Fargo if you participated in a former employer's qualified plan and wish to arrange a rollover.

Transactions and investments are managed by Wells Fargo. They are available 24-7 at 800-258-2715 if you ever need more information or you can go online to <http://retirementplan.wellsfargo.com>

At any time, questions about your benefits can be directed to the benefits administrator (Wells Fargo) or you may refer to the Team Ancira website: www.ancira.org; "My Benefits" for a link to their benefits website.

Depending on the value of your retirement savings meeting minimum Plan requirements, your options following employment separation vary. You may have an automatic disbursement by the Plan Administrator; arrange transfer of your funds to a qualified recipient plan; or leave your balance as is to continue as an investment vehicle with the Ancira Enterprises, Inc. Employee Savings Plan. Your access and vesting status do not change. You should contact Wells Fargo for full details of available options. If investment deductions have been made but not yet deposited based upon the cycle of the 401(k) Plan Accounting and your departure date, please understand that we must properly account for your funds and deposit them to the retirement plan in accordance with the regular accounting cycle. This may delay your ability to disburse your funds, but it is done to ensure proper accounting and record-keeping of your income and your account. Typically the accounting cycle will never delay a disbursement beyond 45 days.

LEGAL COMPLIANCE

- Equal Employment Opportunity
- Fair Labor Standards Act (FLSA)
- Fair Credit Reporting Act
- Activated and Reserve Military Service
- Discrimination & Harassment Prevention
- Privacy Protection
- Security of Electronic Data
- Pay Garnishments, Court Orders, & Wage Assignments
- Workers Compensation
- FTC/FCC No Call Provisions
- Taxes
- Benefits Continuation (COBRA)
- Americans with Disabilities Act (ADA)
- Retaliation Protection
- Leave of Absence
 - Family Medical Leave Act (FMLA)
 - Military Leave
 - Internal Leave

It is the employer's desire to meet and comply with all laws relating to employment practices and business activities.

Any employee, manager or supervisor who becomes aware of conduct inconsistent with the employer's legal compliance policies or who receives a report of conduct inconsistent with the policies is required to report their findings immediately to the employer's Privacy Officer/General Manager, designated HR consultant, or Owner. Failure to do so invites severe employment action.

● **Equal Employment Opportunity**

Persons are given equal opportunity for hiring, placement, promotion, demotion, transfer, recruiting, advertising/business solicitation, employer sponsored benefits, compensation, employer sponsored training/ education, apprenticeship, layoff, termination, social and recreational function, and use of employee facilities without regard to race, color, religion, gender, age, disability, pregnancy, or national origin.

● **Fair Labor Standards Act (FLSA)**

The FLSA, as amended, establishes provisions for minimum wage and overtime. Depending on your job responsibilities and other factors, you may or may not be eligible for overtime and/or subject to minimum wage laws. Your employer has designated your status to be in compliance with the law. For purposes of the law and for simple business record-keeping practice, some positions are required to utilize time clock regardless of exemption status. You are prohibited from performing work outside of your scheduled and reported work hours without written prior consent of your Department Manager. Any questions regarding your FLSA status may be directed to your General Manager or directly to your employer's designated HR consultant. It is the manager's duty to obtain prior authorization from the HR consultant prior to changing exempt/non-exempt status of an employee.

● **Fair Credit Reporting Act and Disclosure of Intent to Obtain Motor Vehicle Record**

The FCRA considers a Motor Vehicle Record a "consumer report." For this reason, you're hereby notified that your employer will request your Motor Vehicle Record on a regular basis in connection with your employment. Due to the nature of our business, employer access to your MVR is a condition of employment.

● **Activated and Reserve Military**

Your employer appreciates your service to our country and in accordance with existing laws has established procedures to ensure your rights (and peace of mind) are protected during military training or service. There are time limits for benefits and return to work that vary according to your circumstances. If you are a reservist or are called to active duty, call the Team Services Office (210.558.5005 or 888.876.4344) for information about the protections afforded you during your service and any applicable limitations for accommodating your absence. (See also page 28)

- **Discrimination & Harassment Prevention**

Employees are protected from discrimination and harassment in accordance with Title VII of the 1964 Civil Rights Act, as amended. Our policy prohibits conduct within the workplace that is contrary to the law. Per Title VII, as amended, prohibited conduct is that which intentionally serves to “create a hostile or threatening work environment and is of such an offensive, repeated, severe, malicious, or pervasive nature that it unreasonably interferes with an individual’s work performance or creates an intimidating, hostile, or offensive working environment” against a protected class: race, color, religion, gender, age, disability, pregnancy, or national origin.

Our policy is to investigate thoroughly all discrimination and harassment complaints. Interim measures may be put in place such as leaves or transfers during the investigation process. The investigation may result in any one of the following findings: (1) inconclusive; (2) violation confirmed; (3) no violation confirmed. The employer may discipline an employee for any inappropriate conduct discovered in investigating reports made under this policy, regardless of whether the conduct amounts to a violation of law or even a violation of this policy. If the investigation reveals a violation of this policy or other inappropriate conduct has occurred then corrective action, including discipline up to and including dismissal (as appropriate under the circumstances), will result. If the employer does not employ the person who engaged in harassment, then the employer will take whatever corrective action is reasonable under the circumstances.

Sexual Harassment

Unwelcome sexual advances, requests for sexual favors, and other verbal, physical or visual conduct based on sex constitutes unlawful sexual harassment when (1) submission to such conduct becomes an implicit or explicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for any employment decision, or (3) the conduct has the purpose of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Examples of gender-based harassment forbidden by this policy include offensive sex-oriented verbal kidding and jokes, teasing; repeated unwanted sexual flirtations, advances or propositions; continued or repeated verbal abuse of a sexual nature; graphic or degrading comments about an individual’s sexual activity; display of offensive sexually suggestive objects or pictures, cartoons; unwelcome questions of sexual preferences and activity; offensively suggestive or obscene notes, invitations or unwelcome, sexual-oriented physical contact.

Your Responsibilities:

Preventing Discrimination & Harassment

Each of us has a personal responsibility to protect our work environment from unwelcome conduct. If a co-worker, supervisor, vendor, or customer offends you – whether verbal, physical, or visual – inform that person of the offense. Our internal code phrase to stop offensive conduct is: ***THAT’S OVER THE LINE***. This protects individual rights of both parties and serves as adequate warning to the offender that their conduct must immediately and permanently be corrected. If this phrase does not elicit the required corrective action and the behavior continues, it is your duty to contact your employer’s designated HR consultant immediately at 888-876-4344. Even when the conduct is not sufficiently severe or pervasive to constitute actionable harassment, the employer still discourages such conduct.

When reporting violations, your confidentiality will be protected to the extent possible, but anonymity cannot be guaranteed. The employer forbids retaliation against anyone for legitimately making complaints of discrimination or harassment, cooperating in a discrimination or harassment investigation, or filing an EEOC claim. If you feel you’ve been retaliated against, it is your duty to notify upper management or contact your employer’s designated HR consultant immediately.

- **Privacy Protection**

This is a summary of the essential elements of the Privacy policy. The employer's complete Privacy policy is a separate document.

The Privacy Officer for your facility is your General Manager. In accordance with current privacy laws regarding employee and customer information, the employer has designed a written policy to address care and handling of private information to include daily operations, need-to-know, security, mitigation, review and modification, record-keeping, and disclosure which is summarized here.

This is a summary of information that is considered to be the express property of the employer and consequently cannot be disclosed except on a need-to-know basis within the confines of our business operation. The privacy protection policy applies to information collected during the course of and for the purpose of conducting business, whether consumer or employment related, including but not necessarily limited to:

- financial statements
- projections
- personal/employee or department/dealer income
- sales
- training/notes and materials
- personnel data / employment records
- background
- credit history/rating and credit application data
- private personal identification data not otherwise readily accessible
- health data, and similar related information

Disclosure of this type of information must conform to current privacy laws to include, as required, Privacy Agreements, hold harmless agreements, or similar contracts to ensure proper management and use of the information by outside parties/service providers. The custodian of records for personnel data is your employer's Business/Accounting Manager. Questions regarding employee documents must be directed in writing to the Business/Accounting Manager. As a result of this policy, members of Ancira Auto Group do not utilize any business or service relationship that might compromise the use of private or protected data.

- **Disposal of "Non-Public" Data**

Documents and materials, including electronic media containing personal identification, health, or likewise non-readily-accessible personal information must be disposed of in a secure manner consistent with the employer's current disposal procedures. This may include shredding or similar destruction commensurate with the data in question.

- **Transfer / Disclosure of Information Restriction**

As part of this policy, understand that 'outside' or 'unauthorized' parties come in many forms. **It's your duty to seek prior written approval from designated authority** before disclosing any information to any outside party (there's no such thing as "off the record") or transmitting/removing any such information from company premises – including all forms of media and that which may be stored in a computer hard drive, facsimile, tape, or database. This warning extends to sharing any such information within the organization without first verifying the requesting individual's need-to-know authorization. **Depending on the specifics, this may mean involving a privacy officer, business manager, human resources, or similar authority figure.**

- **Privacy Breach and Duty to Mitigate**

You are required to report any breach or knowledge of a breach of protected information to the Privacy Officer (General Manager) immediately. Failure to do so may result not only in dismissal but may constitute a criminal offense. If a privacy breach is discovered, each employee has a non-delegable duty to mitigate – that is, to reduce or prevent further – loss of protected information by all reasonable means possible. This includes reporting the breach to your employer's Privacy Officer.

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- **Classified Access Determination**

The Privacy Officer and Systems (IT) Administrator are responsible for ensuring password assignment and use is in compliance with the privacy protection laws and that the employer's policy regarding electronically held private information is followed. Jointly, the Privacy Officer and Systems (IT) Administrator will determine the need-to-know categories of access and assign passwords accordingly, both for employee and customer data. Password access may be modified or withheld on an individual or group basis with or without cause.

- **Information & Data Systems Security**

Our systems security is critical. One error in judgement can corrupt and take down the entire system and do additional damage through loss of data and loss of confidence from our customers or employees. Exercise due care...abuse or ignorance of the employer's policies invites serious employment action.

- ※ **Sharing of passwords and ACCESS PIN CODES is FORBIDDEN** except as may be directed in writing by your manager. If in doubt, use the Chain-of-Command – better to be safe!
- ※ Internet and email service is provided for business and work-related use. Abuse of the internet and email interferes with our main responsibility: our customers. Each manager (and IT) is given discretion to deem what constitutes abusive or disruptive use.
- ※ Downloading software or other offers from internet can severely damage our system and in fact can crash our entire network. You're therefore prohibited from any downloads unless you receive signed authorization from the Systems (IT) Administrator.
- ※ Unlawful/harassing/disruptive/offensive activity is prohibited.
- ※ Electronic transfer AND database/information-base creation using or containing business, customer, and/or employee-related data is prohibited without prior written, joint authorization of both the IT Administrator and the General Manager (Privacy Officer). This includes saving and transferring data by disk.
- ※ Sharing URLs or access codes to employer websites is prohibited.
- ※ All internet and email transmissions within the employer's sponsored platforms are subject to regular interception and monitoring without any additional notice. Internet/email privileges may be revoked on a case-by-case basis at any time, with or without notice or cause.
- ※ Your employer is not responsible for personal consequences or harm resulting from your use of the internet and email. You're responsible for security of both your personal information and the employer's.
- ※ You're required to run antivirus and live updates WEEKLY!
- ※ Use of electronic monitoring, including all forms of video, audio, photographic, communication, and recording devices is strictly prohibited unless authorized in writing by the General Manager.
- ※ Use of electronic monitoring devices on employer premises or during the course of speaking with employer representatives and/or employees with regard to employer issues constitutes your personal release and surrendered ownership of any and all recorded material to the authority and ownership of the employer.
- ※ Due to the possibility of someone (customer, employee, vendor) bringing in unsuitable, objectionable, or unlawful material: playing video and/or audio material on employer premises or at employer functions without prior written authorization of upper management is prohibited.

FTC/FCC No Call Provisions / Essential Elements

Although regular contact with our customers is important, as a matter of service to our customers, we want to honor their wishes when it comes to our contact with them. If at any time a customer informs you of their wish to be placed on a do not call list, observe the following procedure:

1. Advise the customer this may interfere or prevent our ability to contact them for follow-up on service or parts order calls, but we are happy to comply with their wishes and promptly handle the request.

2. Provide written notice promptly to your department manager to include all of the following: Customer's Full Name, Address, Phone Number(s), and VIN NUMBER of any vehicle(s) owned by the customer and serviced or sold within any of the Ancira Auto Group.

- **Department Manager** is accountable to verify the required information with the customer and, if unable to otherwise please the customer, forward any final "no call" requests to the Systems (IT) Administrator.

- **Systems Administrator** is accountable to remove the customer contact information from the calling database.

You're prohibited from contacting anyone on the state or federally-sanctioned "No Call" lists who does not have an existing relationship with your employer. If any doubts, please see your supervisor.

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- **Pay Garnishments, Court Orders, & Wage Assignments**

Your employer is legally obligated to promptly respond to pay garnishments, court orders, and wage assignments, including court orders directing medical and dental coverage. The employer has no option in the matter. If you dispute any such deductions or coverage issues, it is your responsibility to address it with the appropriate state or federal authority. The employer is required to only make changes upon receipt of an official, written change notice from the appropriate state or federal authority.

- **Workers Compensation Reporting and Rehabilitation**

Your employer subscribes to Texas Workers Compensation insurance to provide for your care if you're hurt or get sick as a result of performing your job. Injuries require prompt care to protect your health and ensure the best recovery conditions. For this reason your employer requires you to immediately report injuries to your supervisor or next level of management. There is no acceptable excuse for withholding a report of injury. Failing to report your injury by the end of the day's shift may cause termination and, worse, may tragically compromise your health.

The Team Ancira Works program is designed to address all phases of the injury and recovery process and participation in the program is a condition of employment. Your employer may choose to offer "temporary transitional duty" while you're healing from work-related injury. The Works program can be especially valuable to technicians and similarly compensated employees to offset the workers comp lost-time pay maximums (historically Work Comp pays significantly less than is typically earned by a commission employee).

Specific to Workers Comp injury/illness, absence from duty for 90 days will necessitate Administrative Termination except as required by law.

- **Taxes**

Your employer complies with state and federal law regarding withholding. A substantial portion of taxes is paid on your behalf directly **by the employer**, including Unemployment Insurance Tax (employees pay NO portion of Unemployment Insurance). Your Federal Income Tax withholding is based upon your reported deductions as shown on your W-4. You are allowed to change this form periodically by contacting the Accounting Manager and requesting a new W-4 for you to complete. If you are exempt from federal income tax, you must submit an exemption certificate to the employer annually for each year you are exempt. All changes are subject to IRS regulations.

Your employer's name appears on your annual W-2 that you receive each year's end to use in filing your tax statements. The difference in taxable income relates to any amount of annual premiums you've paid toward benefits offered under the Section 125 and any amounts you've allocated to the 401(k) Retirement Savings Plan.

- **Consolidated Omnibus Budget Reconciliation Act (COBRA)**

Upon hire, all employees are provided detailed notice of COBRA rights and sign acknowledgement of (1) receipt and (2) of the legal obligation for any qualified dependents to also be informed of any applicable COBRA benefits continuation.

IT IS YOUR DUTY TO REPORT QUALIFYING EVENTS SUCH AS DIVORCE OR CUSTODY CHANGES TO THE Ancira Team Services Office WITHIN 30 DAYS OF OCCURRENCE.

The COBRA law allows individuals with a qualifying event (such as divorce, dependent eligibility changes, and termination of employment) to elect to continue benefits. Upon election of COBRA and premium payment receipt by the COBRA administrator, your eligible benefits would be reinstated with no lapse. In the event your employment is terminated due to gross misconduct, your rights to COBRA are forfeited. As relating to COBRA, "gross misconduct" is defined as: theft; violation of the Alcohol, Drug, and Weapons Policy; violation of the Random Drug and Alcohol Policy; or physical injury by assault to another person during the course of employment.

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- **Americans with Disabilities Act**

The employer complies with all Federal and state laws concerning the employment of persons with disabilities.

In summary, the ADA protects from discrimination an employee or applicant with a qualified mental or physical disability who is able to meet the essential functions of the job with or without reasonable accommodation. Under ADA, disability is defined as an “impairment” which substantially limits one or more major life activities (as defined by the law). The employer is authorized to request medical records and similar documentation and to require assessment by its designated healthcare provider when evaluating requests for accommodation or determining eligibility or existence of a disability under ADA.

The employee should inform the employer as soon as accommodation for a qualified disability becomes an issue and is encouraged to engage in cooperative dialog if and when reasonable accommodation becomes an issue. **All issues relating to accommodation of a disability must be immediately directed to the employer’s designated HR consultant.**

- **Retaliation Protection**

If you reasonably and in good faith oppose practices you believe are discriminatory or participate in proceedings brought pursuant to such laws, whether through our internal resolution process or via state or federal agencies, you are legally protected from retaliation. In accordance with the law, the employer will protect the welfare of its members – regardless of any such claim or complaint that may be made – from retaliation. Be advised also that retaliation of an employee against the employer in opposing matters of general management practice is likewise prohibited by this policy and that the existence of a claim does not prevent or modify normal work performance requirements or in any way suspend employment decisions or actions which would occur in the absence of any such claim or complaint.

Withholding knowledge of a retaliatory act until a later date may result in both loss of effectiveness of an investigation and loss of validity of any claim. All managers and employees are advised to strictly enforce the anti-retaliation policy.

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- **Leave**

A leave of absence is defined as an unpaid, approved absence from work for a specified period of time (typically 3 days or more and for medical, parental, or personal reasons) and may include substitution of any available vacation.

Any requested time away requires 30 days prior notice when the cause is foreseeable and/or planned. Unforeseeable/emergency absences – even FMLA qualified – require notice be given as soon as practicable, typically within one or two business days of when the leave becomes known. Failure to provide this notice substantially interferes with the employer’s ability to promptly handle leave requests and creates hardship to coworkers. For this reason, failure to comply with notice requirements may result in denial or postponement of leave authorization, or dismissal due to unauthorized absence.

You are **not** “automatically entitled” to assume leave and ignore simple channels. **It is your duty to involve your immediate supervisor AND to directly contact your employer’s designated Human Resources consultant in any leave issue you may be faced with.** Communication is critical to ensure a smooth transition and the best outcome.

See the following leave categories for a more complete description of each type of leave of absence and to determine which, if any, may be applicable to your situation.

- **Family & Medical Leave Act (FMLA)**

You’re encouraged to advise your supervisor or to call your employer’s designated HR consultant directly if your absence may be qualified under FMLA. In summary, under FMLA an eligible employee has a right to twelve weeks of unpaid time off in a twelve-month rolling period if: (1) s/he has a serious health condition that makes the employee unable to perform the essential functions of the job; (2) the employee is caring for a spouse, child, or parent with a serious health condition; or (3) to care for a child after birth or placement for adoption or foster care and meets the other requirements under FMLA.

There are specific criteria established within the law to determine when an employee is or is not eligible for FMLA and what employers are subject to FMLA. Your employer may not be subject to FMLA and/or you may not be eligible for FMLA, depending on your specific circumstances. As applicable, your employer complies with the FMLA in allowing for excused, unpaid time away from work during a qualifying event to care for yourself, a qualified family member, or birth, adoption, or foster care placement.

Simply due to the complexity of current laws, for the employer to evaluate and properly document a leave request, you may be required to furnish medical substantiation even if your leave issue doesn’t qualify for FMLA and medical recertification will likely be required every 30 days. Failure to provide the required documentation in a reasonable time may result in dismissal for non-compliance with employer policy.

The employer subscribes to a rolling 12-month time period and will apply all time away from active duty, (excluding Military Leave) toward any future FMLA absence eligibility within that time allowance. You may also be required to substitute and exhaust any available alternatives (including vacation) prior to being approved under FMLA.

For FMLA issues, to request leave, or for answers to related questions, IT IS YOUR DUTY to contact your employer’s designated HR consultant. **Supervisors are required to report any absences of more than two days to the employer’s designated HR consultant.**

Military Leave

We are proud to have reservists and military ‘heroes’ to work with and have a tremendous respect for the service and security you provide. Military active-duty or reservists and recalled service personnel are guaranteed job protection in accordance with current laws. When time permits, you must provide a copy of your orders to your supervisor as received. In the case of an emergency assignment, your orders may be provided by a family member or your commander. Your time away will be protected as set forth in the Uniformed Services Employment & Reemployment Rights Act (USERRA) of 1994, as amended. You are required to return to employment upon completion of your active service in accordance with specific timelines, depending upon your specific service situation. Please contact your employer’s designated HR consultant for details regarding military leave and return to work. (See also page 22)

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Internal Leave

In some cases, you may be eligible for Internal Leave. Such leaves are allowed on a limited, discretionary basis under the following criteria:

1. Cause/necessity/urgency
2. Length of employment
3. Work performance and attendance record
4. Prior requests (both from you or another employee with similar circumstances)
5. Likelihood of return

and similar but without regard to any legally protected status.

To obtain further details, contact your General Manager or your employer's designated HR consultant directly. Remember that ALL LEAVE OF ABSENCE must include the prior review of the HR consultant.