# The Green Family Stores

## Employee Handbook

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#### Introduction

#### 1:1 Welcome to the Green Family!

On behalf of Green Family Stores, we welcome you to our company and wish you every success in our dealerships. We hope you will enjoy your work here, and that this handbook will help you to familiarize yourself with our company.

Our progress and success depends largely on the cooperation and teamwork of each employee regardless of his or her job classification. Each job, at a particular moment, is the most important one! This is a retail business, where every one of us represents the whole dealership to the customer.

We can look with genuine pride on the growth and prosperity this company has achieved in this area. Our success has been due to many factors, not the least of these being our fine products and our unique marketing and service concepts. However a product or an idea does not sell itself. It takes people to make it go. Without responsible, enthusiastic and customer-oriented personnel, we could not have grown as we have, nor could we continue growing as we expect to do.

As an employee here, you will be given the opportunity for advancement commensurate with your abilities, experience and desire to succeed. We pride ourselves on personnel who are highly qualified, conscientious, loyal and aware of our company's purpose which is to promote the profitable sales and service of automobiles.

#### 1:2 Introduction to the Green Family Stores

The Green Family Stores was founded on the principle that the public is entitled to the best service possible in satisfying its transportation needs. We pride ourselves on highly qualified, conscientious and loyal staff. Our philosophy is to operate a profitable business while maintaining an ethical, supportive and team-oriented work environment.

We operate in a competitive marketplace and we want our customers to find the most satisfying, reliable and friendliest service. If you take only one thing away from this handbook, let it be this: **GREAT CUSTOMER SERVICE IS OUR #1 PRIORITY!!!** 

#### 1:3 History of the Green Family Stores

In 1958, Ray Green opened the Chevrolet, Oldsmobile Cadillac Agency in Monmouth, Illinois. The Green Family Automobile Holding Company was created and held nine automobile dealerships. In August 1975, Ray sold the Monmouth dealership and bought the Chevrolet dealership in Jacksonville, Illinois. In 1983, Todd Green purchased a Toyota dealership in Springfield, IL. Since that time, the Holding Company has acquired additional dealerships with locations in Jacksonville, Peoria, Springfield, East Moline and Davenport, IA.

#### **The Green Family Dealerships**

#### Green Toyota-Scion-Volkswagen-Audi

3901 W. Wabash Ave Springfield, IL 62711 (217)698-3100 www.greentoyota.com

#### Green Hyundai

1200 S. Dirksen Parkway Springfield, IL 62703 (217)525-1370 www.greenhyundai.com

#### Green Lincoln-Mazda

3760 S. Sixth Street Springfield, IL 62703 (217)391-2400 www.greenmazda.com

#### Green Dodge-KIA-Mitsubishi-Subaru

3801 W. Wabash Ave Springfield, IL 62711 (217)522-1222 www.greendodge.com www.greenkia.com

#### Green Nissan

4801 W. Wabash Ave Springfield, IL 62711 (217)787-7620 www.greennissan.net

#### Green in Jacksonville

(Buick, Chevrolet, GMC) 1700 W. Morton Ave Jacksonville, IL 62650 (217)245-4117 www.greeninjacksonville.com

#### Green Buick GMC, Inc.

3210 East Kimberly Road Davenport, IA 52807 (877)227-5593 www.greenbuickgmc.com

#### **Green Chevrolet-Chrysler**

1703 Avenue of the Cities East Moline, IL 61244 (309)792-1550 www.greencc.com

#### **Green Chevrolet**

8017 N. Knoxville Avenue Peoria, IL 61615 (309)691-1100 www.chevystore.com

#### Finish Line Ford

2100 W. Pioneer Parkway Peoria, IL 61615 (309)693-2525 www.finishlineford.net

#### 1:4 The Purpose of This Handbook

We think that employees are happier and more valuable if they know what they can expect from our Company and what our Company expects from them. In the preceding sections, we introduced you to our Company's history, values, culture, and goals. We expect you to incorporate that information into your day-to-day job performance, striving to meet the Green Family's values in everything you do.

The remainder of this Handbook will familiarize you with the privileges, benefits, and responsibilities of being an employee at the Green Family Stores. Please understand that this Handbook can only highlight and summarize our Company's policies and practices. For detailed information, you will have to talk to your supervisor or Office Manager.

In the Green Family Stores, as in the rest of the world, circumstances are constantly changing. As a result, we may have to revise, rescind, or supplement these policies from time to time.

Nothing in this Handbook is a contract or a promise. The policies can change at any time, for any reason, without warning.

We are always looking for ways to improve communications with our employees. If you have suggestions for ways to improve this Handbook in particular or employee relations in general, please feel free to bring them to the Office Manager or Marketing Director.

#### 1:5 Be Sure to Check Out Our Bulletin Board

You can find important information about this Company and your employment posted on the bulletin board located at each dealership. We expect all employees to read the information on the bulletin board periodically.

If you would like to communicate information to your coworkers, consider using the Company bulletin board. To post something, you must first give it to your supervisor for approval. Employee notices may remain on the bulletin board for 90 days. After that period, they will be removed.

## The Employment Relationship

#### 2:1 **Employment Is At Will**

We are happy to welcome you to the Green Family Stores. We sincerely hope that your employment here will be a positive and rewarding experience. However, we cannot make any guarantees about your continued employment with the Green Family Stores. Your employment here is at will. This means that you are free to quit at any time, for any reason, just as we are free to terminate your employment at any time, for any reason—with or without notice, with or without cause.

No employee or Green Family Stores representative, other than Todd Green, Dealer Principal, has the authority to change the at-will employment relationship or to contract with any employee for different terms of employment. Furthermore, Todd Green may change the at-will employment relationship only in a written contract, signed by Todd Green and the employee. Nothing in this Handbook constitutes a contract or promise of continued employment.

## Hiring

## 3:1 Commitment to Equal Opportunity

The Green Family Stores believes that all people are entitled to equal employment opportunity. We follow state and federal laws prohibiting discrimination in hiring and employment and make reasonable accommodations for qualified individuals with disabilities as required by the Americans with Disabilities Act (ADA). We do not discriminate against employees or applicants in violation of those laws. All employment decisions are based on merit, qualifications and competence. Applicants and employees are evaluated on the basis of job qualifications and not race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, veteran status or any other characteristic protected by law.

#### AGE DISCRIMINATION IN EMPLOYMENT ACT (ADEA)

Green Family Stores are committed to the principles and provisions of the Age Discrimination in Employment Act as amended. ADEA protects, in employment decisions, all workers who are at least 40 years of age from discrimination based on their age. This applies to hiring, promotion, compensation and benefits, discipline, terminations and other employment decisions.

Examples of conduct and words which may be regarded as violating ADEA:

Using phrases in job postings or advertisements that reflect an age preference, such as "age 25-35." "young," "recent college graduate."

Describing any person in terms that may have age connotations, such as "new blood," "young blood," "over the hill," "outdated," "behind the times."

Stereotyping about the performance of workers age 40 and older.

Making inquiries of any person regarding their age, a type of action that will be suspect and closely scrutinized under the ADEA.

#### CIVIL RIGHTS ACT OF 1964 – TITLE VII

We are committed to the principles of the Civil Rights Act of 1964. Title VII of the Act makes it unlawful for an employer to refuse to hire or to terminate any person, or otherwise discriminate with respect to the compensation, terms, conditions or privileges of employment because of that person's race, sex, color, national origin or religion. "Conditions" has been interpreted to cover sexual harassment and harassment because of race, color, religion or national origin.

For example, if any of the following are adversely affected because of a person's race, religion, sex, color or national origin, an employer may have violated the provisions of Title VII:

- Hiring
- Compensation
- Promotions
- Terminations
- Performance Evaluations

#### IMMIGRATION LAW COMPLIANCE

Green Family Stores is committed to employing only United States citizens and persons authorized to work in the United States. In compliance with the Immigration Reform and Control Act of 1986, we require all new or newly rehired employees to complete an Immigration and Naturalization Service Form I-9. Please refer immigration law compliance questions to administration.

#### 3:2 Recruitment

We know that we are only as good as our employees, so we search as widely as possible for talented and motivated individuals to fill vacant positions in the Green Family Stores. We regularly recruit new employees through internet and newspaper advertisement.

Although these methods have served us well in the past, we know that the marketplace is ever changing and that finding high quality people is an evolving process. We encourage our employees to share with us their ideas about what more we can do to find and recruit talented and motivated individuals.

We conduct all recruiting in a fair and nondiscriminatory manner.

In addition to looking outside the Green Family Stores for new hires, we also look within. After all, we already know the value and quality of our current employees. If you see a posting for a job that interests you, we encourage you to apply for it by following our internal application process.

We also encourage employees to recruit and refer external applicants for open positions.

#### 3:3 Internal Application Process

Sometimes, the best person for a job is right under our nose. As a result, we encourage current employees to apply for vacant positions that interest them.

To apply for a position, give a cover letter, current resumé, and copy of the job posting to the hiring manager listed.

#### 3:4 Employment of Relatives

Usually, Green Family Stores will not refuse to hire someone simply because he or she is related to one of our current employees. If you have a relative who might be perfect to fill an open position at Green Family Stores, please don't hesitate to refer this person to us.

There are times, however, when employing relatives is inappropriate and has the potential to affect the morale of other employees and to create conflicts of interest for the relatives involved.

Therefore, we will not hire relatives of current employees where one relative will have to supervise the other.

If two employees become related while working for this Green Family Stores, and if one of them is in a position of supervision over the other, only one of the employees will be allowed to keep his or her current position. The other will either have to transfer to another position or leave Green Family Stores.

Under this policy, the term "relatives" encompasses husbands, wives, live-in partners, domestic partners, parents, children, siblings, in-laws, cousins, aunts, and uncles. This policy covers biological relationships, marriage relationships, and step relationships.

## **New Employee Information**

#### 4:1 New Employee Orientation

Prior to starting work, you will be scheduled for a new employee orientation meeting. During this meeting, you will receive important information about our company's policies and procedures. You will also be asked to complete paperwork and forms relating to your employment, such as tax withholding forms, emergency contact forms, and benefits paperwork.

Please feel free to ask any questions you might have about Green Family Stores during the orientation meeting. If additional questions come up after the meeting, you can ask your supervisor or Office Manager.

#### 4:2 Orientation Period

The first 90 days of your employment are an orientation period. During this time, your supervisor will work with you to help you learn how to do your job successfully and what the Green Family Stores expects of you. This period also provides both you and the company with an opportunity to decide whether you are suited for the position for which you were hired.

When your employment begins, you will meet with the Office Manager who will explain our benefits and payroll procedures and assist you in completing your employment paperwork. (For our Company's benefits policies, see Section 8 of this Handbook.) You will also meet with your supervisor to go over your job goals and performance requirements. During the orientation period, your supervisor will give you feedback on your performance and will be available to answer any questions you might have.

Employees are not eligible for the following benefits unless and until they complete the orientation period: Sick Leave, Group Insurance Plans and Discounted Vehicle Purchase. Employees will be eligible for Paid Holidays upon 30 days of employment.

Although we hope that you will be successful here, Green Family Stores may terminate your employment at any time, either during the orientation period or afterwards, with or without cause and with or without notice. You are also free to quit at any time and for any reason, either during the orientation period or afterwards, with or without notice. Successful completion of your

orientation period does not guarantee you a job for any period of time or in any way change the at-will employment relationship. (For an explanation of at-will employment, see Section 2 of this Handbook.)

Your orientation period may be extended if the Green Family Stores decides that such an extension is appropriate.

#### 4:3 Proof of Work Eligibility

Within three business days of your first day of work, you must complete federal Form I-9 and show us documentation proving your identity and your eligibility to work in the United States. The federal government requires us to do this.

If you have worked for the Green Family Stores previously, you need only provide this information if it has been more than three years since you last completed an I-9 Form for us or if your current I-9 Form is no longer valid.

#### 4:4 Child Support Reporting Requirements

Federal and state laws require us to report basic information about new employees, including your name, address, and Social Security number, to a state agency called the State Directory of New Hires. The state collects this information to enforce child support orders. If the state determines that you owe child support, it will send us an order requiring us to withhold money from your paycheck to pay your child support obligations.

#### 4:5 **Drug Testing**

As part of the Green Family Stores employment procedures, an applicant is required to undergo a mandatory alcohol and drug screening that is conducted by a service designated by Green Family Stores. Any offer of employment that an applicant receives from Green Family Stores may be contingent upon, among other things, satisfactory completion of this screening.

Employees may be required to submit to additional drug and alcohol screening upon reasonable suspicion of drug or alcohol use, in the event of an on-the-job accident or prior to returning to work after receiving drug/alcohol rehabilitation or treatment services.

## **Employee Classifications**

#### **5:1** Temporary Employees

Periodically, it becomes necessary for us to hire individuals to perform a job or to work on a project that has a limited duration. Typically, this happens in the event of a special project, special time of year, abnormal workload, or emergency.

Individuals whom we hire for such work are temporary employees. They are not eligible to participate in any of the Green Family Stores' benefit programs, nor can they earn or accrue any leave, such as vacation leave or sick leave.

Of course, we will provide to temporary employees any and all benefits mandated by law.

Temporary employees cannot change from temporary status to any other employment status by such informal means as remaining in our employ for a long period of time or through oral promises made to them by coworkers, members of management, or supervisors. The only way a temporary employee's status can change is through a written notification signed by Todd Green.

Like all employees who work for the Green Family Stores, temporary employees work on an atwill basis. This means that both they and the Green Family Stores are free to terminate their employment at any time for any reason that is not illegal—even if they have not completed the temporary project for which they have been hired.

#### **5:2** Part-Time and Full-Time Employees

Depending on the number of hours per week you are regularly scheduled to work, you are either a part-time or a full-time employee. It is necessary that you understand which of these classifications you fit into, because it will be important in determining whether you are entitled to benefits and leave. (See Section 8 of this Handbook for information about who is entitled to benefits and leave.)

<u>Part-time employees</u>: Employees who are regularly scheduled to work fewer than 32 hours per week are part-time employees.

<u>Full-time employees</u>: Employees who are regularly scheduled to work at least 32 hours per week are full-time employees.

## 5:3 Exempt and Nonexempt Employees

Your entitlement to earn overtime pay depends on whether you are classified as an exempt or a nonexempt employee.

Exempt employees are those who do not earn overtime because they are exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA) and applicable state laws. Exempt employees includes, but is not limited to, an employee whose primary duties are managerial, upper level administrative, professional or outside sales. FLSA does <u>not</u> require exempt employees to receive overtime pay.

Nonexempt employees are those who meet the criteria for being covered by the overtime provisions of the federal Fair Labor Standards Act and applicable state laws. Non-exempt employees includes, but is not limited to, an employee who devotes most of his or her time to activities that are not managerial, upper level administrative, professional or outside sales. Under FLSA, a non-exempt employee must be paid overtime pay for hours worked over 40 hours in any given work week.

If you are uncertain about which category you fall into, speak to your Department Manager.

#### Hours

#### 6:1 Hours of Work

The Green Family Stores' regular hours of business vary between dealerships and departments. We may change the hours of operation to accommodate holidays, special sales or the needs of our customers. From time to time, we will have meetings outside of regular work hours. In addition, some employees will be required to attend classes which may require travel. These meetings and classes are as much a part of your job as your regularly scheduled duties and attendance is required.

Your supervisor will let you know your work schedule, including what time you will be expected to start and finish work each day.

If you wish to change shifts permanently, talk to your supervisor. Although the Green Family Stores will consider all requests to change shifts, we cannot guarantee that any particular request will be granted.

You may exchange shifts with another employee (that is, switch shifts on a one-time basis) only with the prior approval of your supervisor.

#### **6:2** Flexible Scheduling

We understand that many employees have to balance the demands of their job with the needs of their families and other outside commitments. Therefore, we offer our employees the opportunity to request a flexible schedule.

If you would like to change your work schedule—for example, to come in and leave a couple of hours earlier or to work more hours on some days and fewer on others—please talk to your supervisor.

The Green Family Stores will consider flexible scheduling requests on a case-by-case basis. When deciding whether to grant your request, we may consider the nature of your job, your work history, and our staffing needs, among other things.

#### **6:3** Meal and Rest Breaks

Employees may take small breaks throughout the day as determined by their Department Manager. All employees who work at least 6 hours in a day are required to take a 30-minute meal break. Your supervisor will let you know when you should take your breaks. Breaks are an opportunity to rest and eat during the work day, and they may be required by law. For this reason, employees must take their breaks, as scheduled, unless they make other arrangements with their supervisor. For example, employees may not decide to skip breaks in order to leave early or come in late. Abuse of break periods will result in discipline, up to and including termination, depending on the severity of the abuse.

#### 6:4 Lactation Breaks

The Green Family Stores recognizes the importance and value of breast feeding, and supports our employees' desire to breast feed their infants. If you are breast feeding your child, you may use your meal and rest breaks to breast feed or express breast milk. If you require more time, please speak to your supervisor.

Employees may breast feed or express breast milk in their private offices, if they have one. If your office or workspace is not sufficiently private, or if you require additional fixtures to make your office private (such as a window shade or screen), please speak to your supervisor.

#### 6:5 Overtime

On occasion, we may ask employees to work beyond their regular scheduled hours. We expect employees to work a reasonable amount of overtime—this is a job requirement.

We will try to give employees advance notice when overtime work is necessary; however, it will not always be possible to notify workers in advance.

Exempt employees will not be paid for working beyond their regular scheduled hours. Nonexempt employees are entitled to payment for overtime, according to the rules set forth below. (For information on which employees are exempt and which are nonexempt, see Section 5 of this Handbook.)

- All overtime work must be approved in writing, in advance, by the employee's supervisor. Working overtime without permission violates the Green Family Stores' policy and may result in disciplinary action.
- For your payroll period, see your Office Manager or immediate supervisor.
- Nonexempt employees will be paid 1½ times their regular hourly rate of pay for every hour worked in excess of 40.
- Only time actually spent working counts as hours worked. Vacation time, sick days, holidays, or any other paid time during which an employee did not actually work will not count as hours worked.

## **Pay Policies**

#### 7:1 Payday

Please see your Office Manager or immediate supervisor for payday information. If a payday falls on a holiday, you will receive your paycheck on the next workday immediately following that payday.

#### 7:2 Advance Policy

The Green Family Stores does not allow employees to receive pay advances.

#### 7:3 Pay Docking

The Green Family Stores is legally required to pay exempt employees—those who are not entitled to earn overtime—on a salary basis. This means, among other things, that exempt employees must receive the same pay for each week in which they perform work, regardless of the quantity or quality of work performed, and regardless of how many hours they actually work, unless an exception applies. (For information on which employees are exempt, see Section 5 of this Handbook.)

Company policy prohibits docking the pay of an exempt employee—that is, paying the employee less than his or her full regular salary—except in the following circumstances:

- The employee takes at least one full day off for sickness or disability, in accordance with our sick leave policy.
- The employee takes at least one full day off for personal reasons other than sickness or disability (for example, for vacation).
- The employee serves an unpaid disciplinary suspension of at least one full day, imposed in good faith for violating a workplace conduct rule.
- The employee takes time off to serve on a jury or as a witness; the employee receives money for jury fees, witness fees. The employee will be paid in full, but will be required to reimburse the Green Family Stores any amount they were paid to serve on the jury or as a witness. See your Office Manager for details.

- The employee starts or ends employment with our Company midweek (that is, the employee does not start work first thing Monday morning, or finish employment at the end of the workday on Friday).
- The employee violates a safety rule of major significance, and the amount docked is imposed as a penalty for that violation.
- The employee takes unpaid leave pursuant to the Family and Medical Leave Act.

If you are an exempt employee and you believe that pay has been improperly deducted from your salary in violation of these rules, please report it immediately to the Office Manager. Your complaint will be investigated and, if we find that your pay was improperly docked, you will be reimbursed for any amounts that should not have been withheld.

#### 7:4 Payroll Deductions

Your paycheck reflects your total earnings for the pay period, as well as any mandatory or voluntary deductions from your paycheck. Mandatory deductions are deductions that we are legally required to take. Such deductions include federal income tax, Social Security tax (FICA), and any applicable state taxes. Voluntary deductions are deductions that you have authorized. Such deductions might include a contribution to your 401k.

If you have any questions about your deductions, or wish to change your federal withholding form (Form W-4), contact the Office Manager.

## 7:5 Wage Garnishments

A wage garnishment is an order from a court or a government agency directing us to withhold a certain amount of money from an employee's paycheck and send it to a person or agency. Wages can be garnished to pay child support, spousal support or alimony, tax debts, outstanding student loans, or money owed as a result of a judgment in a civil lawsuit.

If we are instructed by a court or agency to garnish an employee's wages, the employee will be notified of the garnishment at once. Please note that we are legally required to comply with these orders. If you dispute or have concerns about the amount of a garnishment, you must contact the court or agency that issued the order.

#### 7:6 Expense Reimbursement

From time to time, employees may incur expenses on behalf of the Green Family Stores. We will reimburse you for the actual work-related expenses you incur, as long as those expenses are reasonable. You must follow these procedures to get reimbursed:

- Get permission from your supervisor before incurring an expense.
- Spend the Company's money wisely—make an effort to save money and use approved vendors if possible.
- Keep a receipt or some other proof of payment for every expense.
- Submit your receipts, along with an expense report, to your supervisor for approval within 30 days of incurring an expense.

Your supervisor is responsible for submitting your expense report to the Office Manager. If your report is approved, you will receive your reimbursement in a timely fashion.

Remember that you are spending the Company's money when you pay for business-related expenses. We expect you to save money wherever possible. Your supervisor can assist you in deciding whether an expense is appropriate.

#### Procedures for Travel Expenses

If employees are required to travel for work, the Company will reimburse you for your travel expenses, including:

- the cost of travel to and from the airport or train station, including parking expenses and tolls
- the cost of airline or train tickets—such tickets must be coach class if possible
- the cost of an economy class rental car, if necessary
- a mileage reimbursement, for those employees who prefer to use their own cars for Company travel
- the cost of lodging—employees should select moderately priced lodging if possible, and

• the cost of meals and other incidental expenses, up to a per diem determined by your supervisor. Excludes all alcoholic beverage purchases.

You must request advance approval of all travel expenses from your supervisor and follow the procedures above to have your expenses reimbursed.

#### Mileage Reimbursement

Employees who use their own vehicle for Company business will be reimbursed at the rate of \$0.40 per mile. Employees are not entitled to separate reimbursement for gas, maintenance, insurance, or other vehicle-related expenses—the reimbursement rate above is intended to encompass all of these expenses.

Before using a personal vehicle for work-related purposes, employees must demonstrate that they have a valid driver's license and adequate insurance coverage.

The Company does not reimburse employees for their commute to and from the workplace.

To claim mileage reimbursement, you must follow these procedures:

- Keep a written record of your business-related travel, including the total mileage of each business trip, the date of travel, the location to which you traveled, and the purpose of your trip.
- If you anticipate having to travel an unusually long distance, get your supervisor's approval before making the trip.
- Submit your record to your supervisor for approval prior to the last day of the month.
- Your supervisor is responsible for submitting your record to the Office Manager. If your record is approved, you will receive your reimbursement payment with your next paycheck.

## **Employee Benefits**

#### 8:1 Employee Benefit Plans

As part of our commitment to our employees and their well-being, our company provides employees with a variety of benefit plans, such as: Workers' Compensation Insurance, Unemployment Compensation Insurance, 401k Retirement Plan, Health Insurance and Dental Insurance.

Although we introduce you to those plans in this section, we cannot provide the details of each plan here. You should receive official plan documents for each of the benefit plans that we offer. Those documents (along with any updates that we give you) should be your primary resource for information about your benefit plans. If you see any conflict between those documents and the information in this Handbook, you should rely on the official plan documents.

The benefits we provide are meant to help employees maintain a high quality of life—both professionally and personally. We sincerely hope that each employee will take full advantage of these benefits. If you don't understand information in the plan documents or if you have any questions about the benefits we offer, please talk to the Office Manager.

#### 8:2 Domestic Partner Coverage

Illinois recently passed the Religious Freedom Protection and Civil Union Act (The "Civil Union Law"). A Civil Union is a legal relationship granted to unmarried adult partners by the State of Illinois. This law became effective on June 1, 2011, and requires that Employers that offer Group Health Plans that provide dependent coverage must allow the partner of a civil union to be added to the policy.

This law provides Partners in a Civil Union with the same status as a spouse, or domestic partner, and allows both same-sex and opposite-sex couples to enter into a civil union with all of the obligations, protections, and legal rights that Illinois provides to married opposite-sex couples. This legislation additionally recognizes same-sex relationships legally entered into in other jurisdictions outside of Illinois.

The Green Family Stores allows coverage for the civil union spouse of a policyholder. All policies will be interpreted and enforced so as to provide the same benefits to spouses in a civil union and those in a marriage beginning June 1, 2011.

A partner of a civil union may be added to the Green Family Stores' group health plan during the group's annual open enrollment. See your Office Manager for specific dates.

#### 8:3 Health Care Benefits

Regular full-time employees are eligible to participate in the Green Family Stores' group insurance plans, including health, dental, disability, life and supplemental insurance. Insurance benefits become effective the first of the month following the completion of **90 days** of employment. Green Family Stores will pay a portion of the employee's health insurance premium costs. Employees may purchase additional insurance plans and coverage for dependents, with 100% of the premium cost paid by the employee. Employees interested in more information should contact the Office Manager.

#### 8:4 Workers' Compensation Insurance

If you suffer from an illness or injury that is related to your work, you may be eligible for workers' compensation benefits. Workers' compensation will pay for medical care and lost wages resulting from job-related illnesses or injuries.

If you are injured or become ill through work, please inform your supervisor immediately regardless of how minor the injury or illness might be.

To find out more about workers' compensation coverage, contact your Office Manager.

#### 8:5 Unemployment Insurance

If your employment with our Company ends, you may be eligible for unemployment benefits. These benefits provide you with a percentage of your wages while you are unemployed and looking for work. To find out more, contact the Illinois Department of Employment Security.

#### 8:6 Life Insurance

As an employee of this Company, you may be eligible to participate in our life insurance plan as part of the health insurance program. Contact your Office Manager to find out whether you are eligible and to learn more about the plan.

## **Use of Company Property**

#### 9:1 Company Property

We have invested a great deal of money in the property and equipment that you use to perform your job. It is a senseless and avoidable drain on this Company's bottom line when people abuse Company property, misuse it, or wear it out prematurely by using it for personal business.

Company property includes, but is not limited to, office supplies, files, company email, computer hardware, computer software, telephone line, internet connections, tools and equipment.

We ask all employees to take care of Company property and to report any problems to your supervisor. If a piece of equipment or property is unsafe for use, please report it immediately.

Please use property only in the manner intended and as instructed.

We do not allow personal use of Company property unless specifically authorized in this Handbook.

Failure to use Company property appropriately, and failure to report problems or unsafe conditions, may result in disciplinary action, up to and including termination.

By state and federal law, this dealership must lawfully dispose of wastes. Waste products which can be recycled, will be recycled. Parts from customers' cars, scrap metal, used batteries, containers, tires and obsolete equipment remain the property of this dealership. Removal of salvageable materials without the dealership's consent will be considered theft.

#### 9:2 Company Cars

Employees may be asked or required to operate vehicles owned by Green Family Stores or their personal vehicles on company business. Allowing employees to operate vehicles for Green Family Stores is a privilege, not an entitlement, and may be revoked or denied at any time for any reason, with or without notice, within the sole discretion of Green Family Stores.

In most of your job categories, a driver's license is a must. Protect yours! Speeding, spinning tires or reckless driving of any kind is reason for discharge. You are responsible for any traffic violations you are charged with, whether driving on company business or not. If you drive a

dealership car or are driving a customer car, you are responsible at all times for its safety and good maintenance. Your driving is a direct reflection on the company for which you work.

Dealer license plates shall be properly attached at all times. This is for your protection. An improperly registered car can void any insurance coverage. Unauthorized use of dealer plates is prohibited and in such cases carries no insurance protection whatsoever. **Smoking is not permitted while driving a company owned vehicle.** 

Employees are required by state law to use seat belts and observe use of child restraint laws while driving or riding in company-owned vehicles, customer vehicles or personal vehicles while on company business.

Please immediately report any accidents, mechanical problems, or other problems to your supervisor.

Only authorized employees may use Company cars, and they may do so only on Company business.

You may not use Company vehicles while under the influence of drugs or alcohol or while otherwise impaired.

You may not talk on a cell phone while driving a Company vehicle.

Violating this policy in any way may result in disciplinary action, up to and including termination.

If you have been assigned a Company car, it is your responsibility to keep the car in good condition and repair. At a minimum, this means keeping the car clean, bringing it in for scheduled maintenance by an authorized service department, and checking and changing the oil on schedule.

#### 9:3 Telephone System

The Green Family Stores' telephone system is for business use only. Employees are expected to keep personal calls to a minimum. This includes use of personal cell phones and text messaging. If you must make or receive a personal call, please keep your conversation brief. Extensive personal use of Company phones is grounds for discipline.

See Section 14 of this Handbook for information on privacy and telephones.

## 9:4 Return of Company Property

When your employment with this Company ends, we expect you to return Company property—and to return it clean and in good repair. This includes this Employee Handbook, all manuals and guides, documents, phones, computers, equipment, keys, and tools. Failure to return uniforms will result in a charge for the full price of the uniform.

We reserve the right to take any lawful action to recover or protect our property.

If you do not return a piece of property, we will withhold from your final paycheck the cost of replacing that piece of property. If you return a piece of property in disrepair, we will withhold from your final paycheck the cost of repair. We also reserve the right to take any other lawful action necessary to recover or protect our property.

## Leave and Time Off

#### 10:1 Vacation

The Green Family Stores recognizes that our employees need to take time off occasionally to rest and relax, enjoy a vacation, or attend to personal matters. That's why we offer a paid vacation program.

Full-time regular employees are eligible to participate in the paid vacation program.

Eligible employees accrue vacation time according to the following schedule:

Years of Employment	Vacation Accrual
1	40 hours
2 through 9	80 hours
10 or more	120 hours

Employees must schedule their vacations at least two weeks in advance, with their supervisor. We will try to grant every employee's vacation request for the days off of their choice. However, we must have enough workers to meet our day-to-day needs—which means we might not be able to grant every vacation request, especially during holiday periods. Vacation days must be taken in at least half-day increments. You may not use vacation time for anything less than 4 hours (half day.)

Vacation may be taken as time accrues at any point during the year. You may not carry over any vacation time beyond your anniversary date. For example, if you are eligible for ten days of vacation on your second anniversary date of service with Green Family Stores, you must use this vacation time before your third anniversary date, and so on.

Employees are required to take their earned vacation. No payment will be made in lieu of taking vacation, except for accrued unused vacation at time of termination. Exceptions must be approved by the General Manager. Ask your immediate supervisor for exceptions for commission-based employees.

Employees terminating employment for any reason are entitled to payment for all accrued unused vacation time, calculated on a pro rata basis.

#### 10:2 Holidays

The following holidays or days observed as such shall be considered paid holidays when an employee has been on the payroll at least 30 days prior to the holiday in question. To be paid for a holiday, you must be "on the job" both the workday before and the workday after the holiday unless prior arrangements are made with your department supervisor. These holidays are:

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

Full-Time Hourly employees – if a holiday falls on a non-scheduled work day, see supervisor for holiday pay information.

#### 10:3 Sick Leave

Our Company provides paid sick days to Full-Time Hourly employees. (For information on employee classifications, see Section 5 of this Handbook.) Eligible employees accrue 3 sick days (24 hours) per year. The Green Family Stores will not pay employees for sick days that have accrued but have not been used when employment ends.

Employees may use sick leave when they are unable to work due to illness or injury. Sick leave is not to be used as extra vacation time, personal days, or "mental health" days. Any employee who abuses sick leave may be subject to discipline or termination.

You must report to your supervisor if you will need to take sick leave. We ask that employees call in as soon as they realize that they will be unable to work, before the regular start of their work day. You must report to your supervisor by phone each day you are out on leave.

Employees may not carry over unused sick leave from one year to the next.

#### 10:4 Family and Medical Leave

Employees who have worked for our the Green Family Stores for at least 12 months, have worked at least 1,250 hours during the previous year, and work within 75 miles of at least 50 Company employees, are eligible to take family and medical leave.

#### Reasons for Leave

#### 12-Week Entitlement

Eligible employees may take up to 12 weeks of unpaid leave in a 12-month period for these purposes:

- for the employee's own serious health condition
- to care for a spouse, child, or parent who has a serious health condition
- to bond with a newborn, newly adopted child, or recently placed foster child, or
- to handle a qualifying exigency relating to a spouse's, child's, or parent's active duty or call to active duty in the National Guard or Reserves in support of a contingency operation.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care practitioner for a condition that prevents the employee or family member from performing the functions of the job, participating in school, or performing other daily activities. Incapacity relating to pregnancy, prenatal care, or child birth is a serious health condition. If you have questions about what qualifies as a serious health condition, contact the Office Manager.

Qualifying exigencies include issues arising out of a family member's short notice deployment; attending military events and activities; arranging for alternative childcare; making financial and legal arrangements; attending counseling sessions; attending post-deployment activities; and visiting the family member while on short-term, temporary rest leave. Other activities and events may also qualify; if you have questions about qualifying exigencies, contact the Office Manager.

#### 26-Week Entitlement

Employees may be eligible for additional leave if their child, parent, spouse, or next of kin (1) is a current member of the Armed Forces, including the National Guard or Reserves, (2) suffers a serious illness or injury in the line of duty on active duty, and (3) is undergoing treatment, recuperation or therapy; is in outpatient status; or is on the temporary disability retired list. Employees in this situation may take up to 26 weeks of leave in a single 12-month period to care for the family member. This leave is not in addition to the 12 weeks of leave available for reasons addressed above. Employees eligible for this type of leave are entitled to 26 total weeks of leave in a 12-month period, for all reasons.

#### Leave Available

Eligible employees may take up to 12 weeks of unpaid leave in a 12-month period for any of the purposes listed under "12-Week Entitlement," above. This 12-month period begins on your anniversary of employment. A parent who takes leave to care for a newborn, newly adopted child, or recently placed foster child must complete this leave within a year after the birth, adoption, or placement.

Eligible employees may take up to 26 weeks of unpaid leave to care for a family member who suffers a serious injury or illness in the line of duty on active duty, as described under "26-Week Entitlement," above. This 12-month period begins on the first day of leave.

#### **Notice Requirements**

Employees are required to give notice at least 30 days in advance if their need for leave is foreseeable. If you fail to do so, we may delay your leave. If you can't give 30-days' notice, you must give notice as soon as is practicable under the circumstances and must generally comply with our usual procedures. We may ask you to explain why you were unable to give 30-days' notice.

When you give notice, you must provide enough information for us to determine whether the leave qualifies as FMLA leave. If you have already taken FMLA leave for the same reason, you must refer either to the reason or to the need for FMLA leave when you give notice.

#### Reinstatement

When you return from leave, you have the right to return to your former position or an equivalent position, except:

You have no greater right to reinstatement than you would have had if you had not been on leave. If your position is eliminated for reasons unrelated to your leave, for example, you have no right to reinstatement.

Green Family Stores may not be obligated to reinstate you if you are a key employee—that is, you are among the highest paid 10% of our workforce and holding your job open would cause the Company substantial economic harm. If the Green Family Stores classifies you as a key employee, you will be notified soon after you request leave.

#### Use of Paid Leave

An employee who has accrued paid time off must use these benefits to receive pay for all or a portion of family and medical leave, as long as the reason for leave is covered by the applicable type of time off. To use paid leave, you must comply with the usual requirements for using that type of leave (for example, notice or scheduling requirements). If you do not, you may not be allowed to use paid leave, but will still be entitled to take unpaid FMLA leave if you are eligible. If an employee takes paid sick, vacation, or PTO leave; workers' compensation leave, disability leave, or other leave for a reason that qualifies for family and medical leave, the Company may designate that time off as family and medical leave and count it against the employee's entitlement.

#### Certification

The Green Family Stores may ask employees to provide a certification regarding the need for leave. If you take leave for your own or a family member's serious health condition, or to care for a family member who suffers a serious injury or illness in the line of duty on active duty, a health care practitioner must complete part of this form. For qualifying exigency leave, you must complete the form. We will provide you with the certification form you must submit.

The Green Family Stores has the right to seek a second opinion (and perhaps, a third opinion), and periodic recertifications. We may also ask you to provide other types of documentation, such

as a copy of active duty orders or proof of a family relationship to the person who you will be caring for.

The Green Family Stores may also ask you to provide a fitness for duty report from your doctor before you return to work after taking leave for you own serious health condition.

#### Intermittent Leave

Employees may take leave all at one time or intermittently—that is, a few hours or days at a time—for all types of leave listed above except leave to care for a new child. In the case of leave for your own serious health condition, to care for a family member with a serious health condition, or to care for a family member who suffers a serious injury or illness in the line of duty on active duty, intermittent leave is available only if it is medically necessary. If you need intermittent leave for scheduled medical treatment, you must make a reasonable effort to schedule your leave so it doesn't unduly disrupt the Company's operations. We may temporarily assign you to a different position with equivalent pay and benefits to accommodate the intermittent schedule.

The Company will consider requests for intermittent leave to care for a new child on a case-bycase basis.

#### 10:5 Time Off for School Activities

Here at the Green Family Stores, we strongly believe in family values. We encourage our employees with children to participate in school activities. Please speak with your supervisor concerning scheduling time off for school activities.

#### 10:6 Bereavement Leave

If you suffer the death of an immediate family member, you are entitled to take up to 3 paid days off work. Green Family Stores has the sole discretion for determining the terms and conditions under this policy.

Immediate family members include the employee's parents, spouse, siblings, children, grandchildren, grandparents, in-laws and similar step-family members.

The Green Family Stores will consider, on a case-by-case basis, requests for bereavement leave for the death of someone who does not qualify as an immediate family member under this policy.

#### 10:7 Military Leave

The Green Family Stores supports those who serve in the armed forces to protect our country. In keeping with this commitment, and in accordance with state and federal law, employees who must be absent from work for military service are entitled to take a military leave of absence. This leave will be unpaid.

When an employee's military leave ends, that employee will be reinstated to the position he or she would have held if continuously employed, as long as the employee meets the requirements of federal and state law

Employees who are called to military service must tell their supervisors as soon as possible that they will need to take military leave. An employee whose military service has ended must return to work or inform the Company that he or she wants to be reinstated in accordance with these guidelines:

- For a leave of 30 or fewer days, the employee must report back to work on the first regularly scheduled workday after completing military service, allowing for travel time.
- For a leave of 31 to 180 days, the employee must request reinstatement within 14 days after military service ends.
- For a leave of 181 days or more, the employee must request reinstatement within 90 days after military service ends.

The Company will continue your health insurance benefits during your leave, under these circumstances:

- If you are absent for 30 or fewer days, you will be treated as any employee not on leave. The Company will continue to pay its share of the insurance premium, and you must continue to pay your usual share (if any).
- If your leave lasts longer than 30 days, you will have to pay the entire premium to continue your benefits.

## 10:8 Jury Duty

If you are called for jury duty, you are entitled to take time off, as necessary, to fulfill your jury obligations. No employee will face discipline or retaliation for jury service.

You must immediately inform your supervisor when you receive your jury duty summons. If you are chosen to sit on a jury, you must inform your supervisor how long the trial is expected to last. You must also check in with your supervisor periodically during your jury service, so the Company knows when to expect you back at work.

On any day when your jury service ends before the end of your usual workday, you must check in with your supervisor to find out whether you need to return to work for that day.

## **Performance**

#### 11:1 Your Job Performance

Each and every employee contributes to the success or failure of our company. If one employee allows his or her performance to slip, then all of us suffer. We expect everyone to perform to the highest level possible.

Poor job performance can lead to discipline, up to and including termination.

#### 11:2 Performance Reviews

Because our employees' performance is vital to our success, we conduct periodic reviews of individual employee performance. We hope that, through these reviews, our employees will learn what we expect of them, and we will learn what they expect of us.

We require all employees to participate in the review process. Failure to participate could lead to discipline, up to and including termination.

To learn more about our performance review system, contact your department supervisor.

## Workplace Behavior

#### 12:1 Please Act Professionally

People who work together have an impact on each other's performance, productivity, and personal satisfaction in their jobs. In addition, how our employees act toward customers and vendors will influence whether those relationships are successful for our Company.

Because your conduct affects many more people than just yourself, we expect you to act in a professional manner whenever you are on Green Family Stores property, conducting Company business, or representing the Company at business or social functions.

Although it is impossible to give an exhaustive list of everything that professional conduct means, it does, at a minimum, include the following:

- following all of the rules in this Handbook that apply to you
- refraining from rude, offensive, or outrageous behavior
- refraining from ridicule and hostile jokes
- treating coworkers, customers, and vendors with patience, respect, and consideration
- being courteous and helpful to others, and
- communicating openly with supervisors, managers, and coworkers.

Individuals who act unprofessionally will face discipline, up to and including termination.

The success of the Green Family Stores depends in great part on the loyalty and good will of our customers. As a result, we expect our employees to behave in the following manner when interacting with customers:

- to treat all customers with courtesy and respect
- to always be helpful and cheerful toward customers
- to provide the best customer service in Central Illinois!

#### 12:2 Punctuality and Attendance

You are important to the effective operation of this business. When you are not here at expected times or on expected days, someone else must do your job or delay doing his or her own job

while waiting for you to arrive. If you work with customers or vendors, they may grow frustrated if they can't reach you during your scheduled work times.

As a result, we expect you to keep regular attendance and to be on time and ready to work at the beginning of each scheduled workday.

Of course, things will sometimes happen that will prevent you from showing up to work on time. For example, you may be delayed by weather, a sick child, or car trouble. If you are going to be late, please call your supervisor. Please give this notice as far in advance as possible.

If you must miss a full day of work for reasons other than vacation, sick leave, or other approved leave (such as leave to serve on a jury or for a death in a family), you must notify your department supervisor as far in advance as possible.

If you are late for work or fail to appear without calling in as required by this policy or by other policies in this Handbook, you will face disciplinary action, up to and including termination.

## 12:3 Employee Appearance and Dress

We ask all employees to use common sense when they dress for work. Please dress appropriately for your position and job duties, and please make sure you are neat and clean at all times.

If you have any questions about the proper attire for your position, please contact your supervisor. We will try to reasonably accommodate an employee's special dress or grooming needs that are the result of religion, ethnicity, race, or disability.

Employees must cover their tattoos and remove body piercings while on the worksite or while conducting company business.

#### 12:4 Pranks and Practical Jokes

Although we want our employees to enjoy their jobs and have fun working together, we cannot allow employees to play practical jokes or pranks on each other. At best, these actions disrupt the workplace and dampen the morale of some; at worst, they can endanger employees and lead to complaints of discrimination, harassment, or assault.

If you have any questions about this policy, contact your department supervisor.

Employees who play pranks or practical jokes will face disciplinary action, up to and including termination.

## 12:5 Threatening, Abusive, or Vulgar Language

We expect our employees to treat everyone they meet through their jobs with courtesy and respect. Threatening, abusive, or vulgar language has no place in our workplace. It destroys morale and relationships, and it impedes the effective and efficient operation of our business.

As a result, we will not tolerate threatening, abusive, or vulgar language from employees while they are on the worksite, conducting Company business, or attending Company-related business or social functions.

If you have any questions about this policy, contact your supervisor.

Employees who violate this policy will face disciplinary action, up to and including termination.

## 12:6 Fighting

Verbal or physical fighting among employees is absolutely prohibited. Employees shall not engage in, provoke, or encourage a fight. Those who violate this policy will be disciplined, up to and including termination.

#### 12:7 Insubordination

This workplace operates on a system of mutual respect between supervisors and employees. Supervisors must treat their employees with dignity and understanding, and employees must show due regard for their supervisors' authority.

Insubordination occurs when employees unreasonably refuse to obey the orders or follow the instructions of their supervisors. It also occurs when employees, through their actions or words, show disrespect toward their supervisors.

Insubordinate employees will face discipline, up to and including termination.

We understand, however, that there will be times when employees have valid reasons for refusing to do as their supervisor says. Perhaps the employee fears for his or her safety or the safety of others. Perhaps the employee believes that following instructions will violate the law or pose some other problem for this Company. Or maybe the employee thinks that there is a better way to accomplish a goal or perform a task. When these issues arise, we do not ask that employees blindly follow orders. Instead, we ask that employees explain the situation to their supervisor. If, after hearing the employee's side, the supervisor continues to give the same order

or rule, the employee must either obey or use the complaint procedures described in Section 20 of this Handbook.

# **Health and Safety**

## 13:1 Safety Policy

Our Company takes employee safety very seriously. In order to provide a safe workplace for everyone, every employee must follow our safety rules:

- Horseplay, roughhousing, and other physical acts that may endanger employees or cause accidents are prohibited.
- Employees must follow their supervisors' safety instructions.
- Employees in certain positions may be required to wear protective equipment, such as hair nets, hard hats, safety glasses, work boots, ear plugs, or masks. Your supervisor will let you know if your position requires protective gear.
- Employees in certain positions may be prohibited from wearing dangling jewelry or apparel, or may be required to pull back or cover their hair, for safety purposes. Your supervisor will tell you if you fall into one of these categories.
- All equipment and machinery must be used properly. This means all guards, restraints, and other safety devices must be used at all times. Do not use equipment for other than its intended purpose.
- All employees must immediately report any workplace condition that they believe to be unsafe to their supervisor. The Company will look into the matter promptly.
- All employees must immediately report any workplace accident or injury to the department supervisor.
- Unless authorized by your direct supervisor, employees are forbidden to climb on anything or use a ladder. When in doubt, ask a supervisor.

## 13:2 Workplace Security

It is every employee's responsibility to help keep our workplace secure.

After-hours access to the workplace is limited to those employees who need to work late. If you are going to be working past our usual closing time, please let your supervisor know.

## 13:3 What to Do in an Emergency

In case of an emergency, such as a fire, earthquake, or accident, your first priority should be your own safety. In the event of an emergency causing serious injuries, *IMMEDIATELY DIAL 9-1-1* to alert police and rescue workers of the situation.

If you hear a fire alarm or in case of an emergency that requires evacuation, please proceed quickly and calmly to the emergency exits. Remember that every second may count—don't return to the workplace to retrieve personal belongings or work-related items.

## 13:4 Smoking Policy

For the health, comfort, and safety of our employees, smoking is not allowed indoors. Smoking is allowed only in designated outdoor smoking areas. There is absolutely no smoking in view of customers.

The Green Family Stores encourages those who wish to quit smoking. Our health insurance provider offers a program to help employees stop smoking. If you are interested in this program, ask the Office Manager for more details.

#### 13:5 Violence Is Prohibited

We will not tolerate violence in the workplace. Violence includes physical altercations, coercion, pushing or shoving, horseplay, intimidation, stalking, and threats of violence. Any comments about violence will be taken seriously—and may result in your termination. Please do not joke or make offhand remarks about violence.

#### No Weapons

No weapons are allowed in our workplace. Weapons include firearms, knives, brass knuckles, martial arts equipment, clubs or bats, and explosives. If your work requires you to use an item that might qualify as a weapon, you must receive authorization from your supervisor to bring that item to work or use it in the workplace. Any employee found with an unauthorized weapon in the workplace will be subject to discipline, up to and including termination.

## What to Do in Case of Violence

If you observe an incident or threat of violence that is immediate and serious, call 9-1-1.

If the incident or threat does not appear to require immediate police intervention, please contact your General Manager or Todd Green and report it as soon as possible, using the Company's complaint procedure. All complaints will be investigated and appropriate action will be taken. You will not face retaliation for making a complaint.

#### 13:6 Domestic Violence

If you have been threatened or are concerned about violence or abuse by a current or former spouse, intimate partner, or other family member, we encourage you to report it to your General Manager. We will keep this information as confidential as possible. The Company will not discriminate against employees who are victims of domestic violence.

Once you make a report, the Company will decide what steps to take for your safety and the safety of other employees. The Company may ask you to provide copies of any restraining orders or other legal papers you have filed against the abuser, as well as a picture of the abuser, for security purposes.

We understand that domestic violence can affect performance and attendance. If you need time off to ensure your own safety, appear in court, or handle other matters relating to domestic violence, please let us know.

## 13:7 Don't Use a Cell Phone While Driving

We know that our employees may use their cell phones or personal digital assistants (PDAs), whether these devices belong to the employee or are issued by the Company, for work-related matters.

Employees are prohibited from using cell phones or PDAs for work-related matters while driving, however. We are concerned for your safety and for the safety of other drivers and pedestrians, and using a cell phone or PDA while driving can lead to accidents.

If you must make a work-related call while driving, you must wait until you can pull over safely and stop the car before placing your call. If you receive a work-related call while driving, you must ask the caller to wait while you pull over safely and stop the car. If you are unable to pull over safely, you must tell the caller that you will have to call back when it is safe to do so.

Those who violate this policy will be subject to discipline, up to and including termination.

Employees may use hands-free equipment to make or answer calls while driving without violating this policy. However, safety must always be your first priority. We expect you to keep these calls brief. If, because of weather or traffic conditions or for any other reason, you are unable to concentrate fully on the road, you must either end the conversation or pull over and safely park your vehicle before resuming your call.

# **Employee Privacy**

## 14:1 Company Property is Subject to Search

Employees do not have a right to privacy in their workspaces or in any other property belonging to the Green Family Stores. The Company reserves the right to search Company property at any time, without warning, to ensure compliance with our policies, including those that cover employee safety, workplace violence, harassment, theft, drug and alcohol use, and possession of prohibited items. Company property includes, but is not limited to, lockers, desks, file cabinets, storage areas, computers and workspaces. If you use a lock on any item of Company property (a locker or file cabinet, for example), you must give a copy of the key or combination to your General Manager.

The Company may also search personal property brought onto Company premises, including but not limited to toolboxes, briefcases, backpacks, purses, and bags.

## 14:2 Telephone Monitoring

The Green Family Stores reserves the right to monitor calls made from or received on Company telephones. Therefore, no employee should expect that conversations made on Company telephones will be private.

# Computers, Email, and the Internet

#### 15:1 **Email**

The Green Family Stores provides employees with computer equipment, including an Internet connection and access to an electronic communications system, to enable them to perform their jobs successfully. This policy governs your use of the Company's email system.

## Use of the Email System

The email system is to be used for official Company business only—not for personal reasons.

#### **Email Is Not Private**

Email messages sent using Company communications equipment are the property of the Company. We reserve the right to access, monitor, read, and/or copy email messages at any time, for any reason. In addition, the Company will select and read employee messages at random to ensure that employees are in compliance with this policy. You should not expect that any email message you send using Company equipment—including messages you consider to be personal—will be private.

#### **Email Rules**

All of our policies and rules of conduct apply to employee use of the email system. This means, for example, that you may not use the email system to send harassing or discriminatory messages, including messages with explicit sexual content or pornographic images; or to send threatening messages.

We expect you to exercise discretion in using electronic communications equipment. When you send email using the Company's communications equipment, you are representing the Company. Make sure that your messages are professional and appropriate, in tone and content. Remember, although email may seem like a private conversation, email can be printed, saved, and forwarded to unintended recipients. You should not send any email that you wouldn't want your boss, your mother, or our Company's competitors to read.

## Retaining and Deleting Email Messages

Because of the large volume of emails our Company sends and receives each day, we discourage employees from storing large numbers of email messages that are not subject to the retention rules explained above. Please make a regular practice of deleting email messages once you have read and/or responded to them. If you need to save a particular message, you may print out a paper copy, archive the email, or save it on your hard drive or disk.

## Violations

Any employee who violates this policy can be subject to discipline, up to and including termination.

## No Solicitation By Email

You may not use the email system to solicit others to patronize an outside business or to support an outside organization, a political candidate or cause, or a religious cause. You also may not use the email system to ask employees to donate to a particular charitable cause without the prior consent of your General Manager.

## **15:2** Using the Internet

We may provide you with computer equipment and capabilities, including Internet access, to help you perform your job. This policy governs your use of that equipment to access the Internet.

#### Personal Use of the Internet

Our network and Internet access are for official Company business only. Employees may access the Internet for personal use only outside of work hours and only in accordance with the other terms of this policy. An employee who engages in excessive Internet use, even during nonwork hours, or who violates any other provision of this policy, may be subject to discipline.

#### Prohibited Uses of the Internet

Employees may not, at any time, access the Internet using Company equipment or links for any of the following purposes:

• To visit websites that feature pornography, gambling, or violent images, or are otherwise inappropriate in the workplace.

- To operate an outside business, solicit money for personal purposes, or to otherwise act for personal financial gain—this includes running online auctions.
- To download or copy software, games, text, photos, or any other works in violation of copyright, trademark, or other laws.
- To download any software program without the express consent of the IT department manager.
- To read, open, or download any file from the Internet without first screening that file for viruses using the Company's virus detection software.

## Internet Use is Not Private

We also use monitoring software, which keeps track of the sites an employee visits and how much time is spent at a particular site, among other things. You should not expect that your use of the Internet—including but not limited to the sites you visit, the amount of time you spend online, and the communications you have—will be private.

#### 15:3 Software Use

It is our Company's policy to use licensed software only in accordance with the terms of its license agreement. Violating a license agreement is not only unethical—it is also illegal and can subject the Company to criminal prosecution and substantial monetary penalties.

To help us adhere to this policy, employees may not do any of the following without permission from the IT Department Manager:

- Make a copy of any Company software program, for any reason.
- Install a Company software program on a home computer.
- Install a personal software program (that is, software owned by the employee) on any Company computer.
- Download any software program from the Internet to a Company computer.

The Company may audit Company-owned computers at any time to ensure compliance with this policy.

## 15:4 Personal Blogs and Online Posts

Our Company recognizes that some of our employees may choose to express themselves by posting personal information on the Internet through personal websites, blogs, or chat rooms, by uploading content, or by making comments at other websites or blogs. We value our employees' creativity and honor your interest in engaging in these forms of personal expression on your own time, should you choose to do so.

However, problems can arise when a personal posting identifies or appears to be associated with our Company, or when a personal posting is used in ways that violate the Company's rights or the rights of other employees.

## No Posting Using Company Resources

You may not use Company resources to create or maintain a personal blog or a personal website, or to upload content or make personal postings online, nor may you do so on Company time.

## Guidelines for Online Posting

You are legally responsible for content you post to the Internet, in a blog or otherwise. You can be held personally liable for defaming others, revealing trade secrets or proprietary information, and copyright infringement, among other things.

All of our Company policies apply to anything you write in a personal blog, post to the Internet, or upload to the Internet. This means, for example, that you may not use personal postings to harass or threaten other employees or reveal Company trade secrets or confidential information. Embarrassing or unkind comments about other Company employees, customers, clients, or competitors are also inappropriate.

If, in the process of making a personal post or upload on the Internet, you identify yourself as an employee of our Company, whether by explicit statement or by implication, you must clearly state that the views expressed in your post, or at your blog or website, are your own, and do not reflect the views of the Company.

You may not use Company trademarks, logos, or other images, nor may you make false or misleading statements about the Company's philosophy, products, services, opinions, or affiliations with other companies.

Please keep in mind that your personal postings will be read not only by your friends and family, but possibly by your coworkers and bosses, as well as our Company's customers, clients, and competitors. Even if you post anonymously or under a pseudonym, your identity can be discovered relatively easily. Use your common sense when deciding what to include in a post or comment. Don't say something that you wouldn't want these people to read.

# **Employee Records**

#### 16:1 Your Personnel File

This Company maintains a personnel file on each employee. The purpose of this file is to allow us to make decisions and take actions that are personally important to you, including notifying your family in case of an emergency, calculating income tax deductions and withholdings, and paying for appropriate insurance coverage.

Your personnel file is physically kept by the Office Manager.

## **16:2** Confidentiality of Personnel Files

Because the information in your personnel file is by its nature personal, we keep the file as confidential as possible. We allow access to your file only on a need-to-know basis.

## 16:3 Please Notify Us If Your Information Changes

Because we use the information in your personnel file to take actions on your behalf, it is important that the information in that file be accurate. Please notify the Office Manager whenever any of the following changes:

- your name
- your mailing address
- your phone number
- your dependents
- the number of dependents you are designating for income tax withholding
- your marital status
- the name and phone number of the individual whom we should notify in case of an emergency, or
- restrictions on your driver's license.

## 16:4 Work Eligibility Records

In compliance with federal law, all newly hired employees must present proof that they are legally eligible to work in the United States. We must keep records related to that proof, including a copy of the USCIS Form I-9 that each employee completes for us.

Those forms are kept as confidential as possible. We do not keep them in your personnel file.

## **Drugs and Alcohol**

## 17:1 Policy Against Alcohol and Illegal Drug Use

The Green Family Stores is committed to providing a safe, comfortable, and productive work environment for its employees. We recognize that employees who abuse drugs or alcohol at work—or who appear at work under the influence of illegal drugs or alcohol—harm both themselves and the work environment.

As a result, we prohibit employees from doing the following:

- appearing at work under the influence of alcohol or illegal drugs
- conducting Company business while under the influence of alcohol or illegal drugs (whether or not the employee is actually on work premises at the time)
- using alcohol or illegal drugs on the worksite
- using alcohol or illegal drugs while conducting Company business (whether or not the employee is actually on work premises at the time)
- possessing, buying, selling, or distributing alcohol or illegal drugs on the worksite
- possessing, buying, selling, or distributing alcohol or illegal drugs while conducting Company business (whether or not the employee is actually on work premises at the time).

Illegal drug use includes more than just outlawed drugs such as marijuana, cocaine, or heroin. It also includes the misuse of otherwise legal prescription and over-the-counter drugs.

This policy covers times when employees are on call but not working and times when employees are driving Company vehicles or using Company equipment.

Employees who violate this policy may face disciplinary action, up to and including termination.

We do not prohibit employees from consuming alcohol at social or business functions that we sponsor where alcohol is served. Even at these functions, however, employees may not consume alcohol to the point of intoxication or to the point where they endanger their own safety or the safety of others. In addition, employees involved in security and employees who work with

heavy or dangerous machinery or materials may not consume any alcohol at these functions if they will be returning to work that same day.

## 17:2 Inspections to Enforce Drug and Alcohol Policy

This Company reserves the right to inspect employees, their possessions, and their workspaces to enforce our policy against illegal drug and alcohol use.

## 17:3 Drug Testing

As part of the Green Family Stores employment procedures, an applicant is required to undergo a mandatory alcohol and drug screening that is conducted by a service designated by Green Family Stores. Any offer of employment that an applicant receives from Green Family Stores may be contingent upon, among other things, satisfactory completion of this screening.

Employees may be required to submit to additional drug and alcohol screening upon reasonable suspicion of drug or alcohol use, in the event of an on-the-job accident or prior to returning to work after receiving drug/alcohol rehabilitation or treatment services.

## 17:4 Leave to Participate in Rehabilitation Program

We believe that employees who have a substance abuse problem can help themselves by enrolling in a rehabilitation program. Not only will overcoming their problem help these employees in their personal lives, it will help them to be more effective and productive workers.

Although we cannot guarantee that we will grant this leave to all employees who request it, employees who would like to participate in a rehabilitation program may, subject to approval, be able to use unpaid leave from work to attend the program.

Employees will be responsible for 100% of health insurance premiums while on rehabilitation leave.

Employees will not be allowed to accrue vacation and other benefits while on rehabilitation leave.

At the end of the rehabilitation leave, we will require proof that the employee successfully completed the program.

To learn more about this type of leave, including whether you qualify for it, the circumstances under which we will grant it, and the requirements that you must meet, contact your immediate

supervisor or Office Manager. We will keep all conversations regarding employee substance abuse problems as confidential as possible.

Please note that even as you might be seeking assistance for your substance abuse problem, we still expect you to meet the same standards of performance, productivity, and conduct that we expect of all employees. We reserve the right to discipline you—up to and including termination—for failing to meet those standards.

## **Trade Secrets and Conflicts of Interest**

## 18:1 Confidentiality and Trade Secrets

Information is part of what makes the Green Family Stores competitive. During your employment here, you will periodically learn sensitive information, either because you help to develop that information or because you need that information to do your job. It is important for the health of this business—and for the well-being of employees who depend on this business for their livelihood—that you keep information you learn through your employment confidential. Employees who improperly disclose sensitive information, confidential information, proprietary information, or trade secret information to anyone outside the Company will face disciplinary action, up to and including termination.

After you leave this Company, you are still legally prohibited from disclosing sensitive, proprietary, trade secret, or confidential information. If you disclose such information, we will seek legal remedies.

#### **18:2** Conflicts of Interest

Our Company's success depends on the hard work, dedication, and integrity of everyone who works here. In turn, our employees' livelihood depends on the success of our Company.

Because we depend so much on our employees, and because they depend so much on us, we expect all employees to devote their energies and loyalties to our Company. We do not allow employees to engage in any activities or relationships that create either an actual conflict of interest or the potential for a conflict of interest.

Although we cannot list every activity or relationship that would create either an actual or potential conflict of interest, examples of activities that violate this policy include the following:

- working for a competitor or customer or vendor as a part-time employee, full-time employee, consultant, or independent contractor, or in any other capacity
- owning an interest in a competitor, customer, vendor, or anyone else who seeks to do business with this Company
- using the resources of this Company for personal gain, and

• using your position in this Company for personal gain.

Employees who violate this policy face disciplinary action, up to and including termination.

If you are unsure about whether an activity might violate this policy, or if you have any questions at all about this policy, please talk to the Office Manager.

## **Discrimination and Harassment**

## 19:1 Our Commitment to Equal Employment Opportunity

The Green Family Stores is strongly committed to providing equal employment opportunity for all employees and all applicants for employment. For us, this is the only acceptable way to do business.

All employment decisions at Green Family Stores—including those relating to hiring, promotion, transfers, benefits, compensation, placement, and termination—will be made without regard to race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, veteran status or any other characteristic protected by law.

Any employee or applicant who believes that he or she has been discriminated against in violation of this policy should immediately file a complaint with Todd Green, as explained in our Complaint Policy. We encourage you to come forward if you have suffered or witnessed what you believe to be discrimination—we cannot solve the problem until you let us know about it. The Company will not retaliate, or allow retaliation, against any employee or applicant who complains of discrimination, assists in an investigation of possible discrimination, or files an administrative charge or lawsuit alleging discrimination.

Managers are required to report any discriminatory conduct or incidents, as described in our Complaint Policy.

Our Company will not tolerate discrimination against any employee or applicant. We will take immediate and appropriate disciplinary action against any employee who violates this policy.

#### 19:2 Harassment Will Not Be Tolerated

It is our policy and our responsibility to provide our employees with a workplace free from harassment. Harassment undermines our workplace morale and our commitment to treat each other with dignity and respect. Accordingly, harassment will not be tolerated at our Company.

Harassment can take many forms, including but not limited to touching or other unwanted physical contact, posting offensive cartoons or pictures, using slurs or other derogatory terms,

telling offensive or lewd jokes and stories, and sending email messages with offensive content. Unwanted sexual advances, requests for sexual favors and sexually suggestive gestures, jokes, propositions, email messages, or other communications all constitute harassment.

If you experience or witness any form of harassment in the workplace, please immediately notify Todd Green. We encourage you to come forward with complaints—the sooner we learn about the problem, the sooner we can take steps to resolve it. The Green Family Stores will not retaliate, or allow retaliation, against anyone who complains of harassment, assists in a harassment investigation, or files an administrative charge or lawsuit alleging harassment. All managers are required to immediately report any incidents of harassment, as set forth in our Complaint Policy.

Complaints will be investigated quickly. Those who are found to have violated this policy will be subject to appropriate disciplinary action, up to and including termination.

# **Complaint Policies**

## **20:1** Complaint Procedures

The Green Family Stores is committed to providing a safe and productive work environment, free of threats to the health, safety, and well-being of our workers. These threats include, but are not limited to, harassment, discrimination, violations of health and safety rules, and violence.

Any employee who witnesses or is subject to inappropriate conduct in the workplace may complain to their Department Supervisor, General Manager or to any Company officer. Any supervisor, manager, or Company officer who receives a complaint about, hears of, or witnesses any inappropriate conduct is required to immediately notify Todd Green, Dealer Principal. Inappropriate conduct includes any conduct prohibited by our policies about harassment, discrimination, discipline, workplace violence, health and safety, wages and hours, and drug and alcohol use. In addition, we encourage employees to come forward with any workplace complaint, even if the subject of the complaint is not explicitly covered by our written policies.

We encourage you to come forward with complaints immediately, so we can take whatever action is needed to handle the problem. Once a complaint has been made, Todd Green or your General Manager will determine how to handle it. For serious complaints, we will immediately conduct a complete and impartial investigation.

We expect all employees to cooperate fully in Company investigations by, for example, answering questions completely and honestly and giving the investigator all documents and other material that might be relevant. All complaints will be handled as confidentially as possible. When the investigation is complete, the company will take corrective action, if appropriate.

We will not engage in or allow retaliation against any employee who makes a good faith complaint or participates in an investigation. If you believe that you are being subjected to any kind of negative treatment because you made or were questioned about a complaint, report the conduct immediately to Todd Green.

We also encourage employees to come forward with complaints or concerns regarding the Company's accounting, auditing, or internal controls procedures, and complaints or concerns

regarding possible fraud. You may raise these issues through the complaint procedures described in this policy, or you may do so anonymously by making use of your employee comment box located in each store.

## 20:2 Our Doors Are Open to You

We want to maintain a positive and pleasant environment for all of our employees. To help us meet this goal, our Company has an open-door policy, by which employees are encouraged to report work-related concerns.

If something about your job is bothering you, or if you have a question, concern, idea, or problem related to your work, please discuss it with your immediate supervisor as soon as possible. If for any reason you don't feel comfortable bringing the matter to your supervisor, feel free to raise the issue with any Company officer.

We encourage you to come forward and make your concerns known to the Company. We can't solve the problem if we don't know about it.

## **Ending Employment**

## 21:1 If You Resign

If you decide to leave the Green Family Stores for another position, we wish you well. Please notify your Department Supervisor in writing about your plans. If you can, please give us at least two weeks notice. This will give us time to calculate your final paycheck and accrued overtime, vacation pay, and any other money that we owe you.

You must return all company property in good condition. Please see Section 9 of this handbook for more about company property.

Even as you leave this Company and move on to future endeavors, you still have an obligation to keep confidential this Company's sensitive information. Please see Section 18 of this handbook for more about this obligation.

## 21:2 Final Paychecks

Employees who resign from their job will receive their final paycheck on the next regularly scheduled pay period. Employees whose employment is terminated involuntarily will receive their final paycheck on the next regularly scheduled pay period.

Final paychecks will include all compensation earned but not paid through the date of termination.

## 21:3 No Severance Pay

Our Company does not pay severance to departing employees, whether they quit, are laid off, or are fired for any reason.

## 21:4 Continuing Your Health Insurance Coverage

Our Company offers employees group health insurance coverage as a benefit of employment. If you are no longer eligible for insurance coverage because of a reduction in hours, because you quit, or because your employment is terminated for reasons other than serious misconduct, you

have the right to continue your health insurance coverage for up to 18 months. You will have to pay the cost of this coverage unless you qualify for a partial subsidy.

Others covered by your insurance (your spouse and children, for example) also have the right to continue coverage if they are no longer eligible for certain reasons. If you and your spouse divorce or legally separate, or if you die while in our employ, your spouse may continue coverage under our group health plan. And once your children lose their dependent status, they may continue their health care as well. In any of these situations, your family members are entitled to up to 18 months of continued health care. They must pay the cost of this coverage unless you qualify for a partial subsidy.

You will receive an initial notice of your right to continued health insurance coverage when you first become eligible for health insurance under the Company's group plan. You will receive an additional notice when your hours are reduced, you quit, or your employment is terminated. This second notice will tell you how to choose continuation coverage, what your obligations will be, whether you are entitled to a partial subsidy, and how much you will have to pay for coverage. You must notify us if any of your family members becomes eligible for continued coverage due to divorce, separation, or reaching the age of majority.

#### 21:5 Exit Interviews

We will hold an exit interview with every employee who leaves the Company, for any reason. During the interview, you will have the opportunity to tell us about your employment experience here—what you liked, what you didn't like, and where you think we can improve. We greatly value these comments.

The exit interview also gives us a chance to handle some practical matters relating to the end of your employment. You will be expected to return all Company property at the interview. You will also have an opportunity to ask any questions you might have about insurance, benefits, final paychecks, references, or any other matter relating to your employment.

## 21:6 References

When we are contacted by prospective employers seeking information about former employees, we will release the following data only: the position(s) the employee held, the dates the employee worked for our Company, and the employee's salary or rate of pay.

# Handbook Acknowledgment Form

By signing this form, I acknowledge that I have received a copy of the Green Family Stores' Employee Handbook. I understand that it contains important information about the Green Family Stores' policies, that I am expected to read the Handbook and familiarize myself with its contents, and that the policies in the Handbook apply to me. I understand that nothing in the Handbook constitutes a contract or promise of continued employment and that the Green Family Stores may change the policies in the Handbook at any time.

By signing this form, I acknowledge that my employment is at will. I understand that I have the right to end the employment relationship at any time and for any reason, with or without notice, with or without cause, and that the Green Family Stores has the same right. I acknowledge that neither the Green Family Stores nor I have entered into an employment agreement for a specified period of time, that only Todd Green may make any agreement contrary to the at-will policy, and that any such agreement must be in writing, signed by myself and Todd Green.

Employee's Signature	Date	
 Employee's Name (Print)		

(Please keep this copy for your records)

# Handbook Acknowledgment Form

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Employee's Signature	Date	
Employee's Name (Print)		

(Please sign and return to Office Manager)

# **Email and Internet Policy Acknowledgment Form**

My signature on this form indicates that I have read the	e Green Family Stores' email and Internet		
policies and I agree to abide by their terms. I understand that any email messages I send or			
receive using Company equipment are not private, and that the Company may access, monitor,			
read, and/or copy those messages at any time, for any i	reason. I also understand that the Green		
Family Stores reserves the right to monitor my Interne	t use, and that such monitoring may occur		
at any time, for any reason.			
Signature Da	ate		

(Please keep this copy for your records)

Print Name

# **Email and Internet Policy Acknowledgment Form**

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policies and I agree to abide by their terms. I under	estand that any email messages I send or
receive using Company equipment are not private,	and that the Company may access, monitor,
read, and/or copy those messages at any time, for a	iny reason. I also understand that the Green
Family Stores reserves the right to monitor my Inte	ernet use, and that such monitoring may occur
at any time, for any reason.	
Signature	Date

(Please sign and return to Office Manager)

Print Name

# **Telephone Monitoring Policy Acknowledgment**

My signature on this form indicates that I	have read the Green Family Stores' telephone	e
monitoring policy and I agree to abide by	its terms. I understand that telephone calls I n	nake or
receive on Company phones are not priva	te, and that the Company may monitor these o	calls at
any time.		
Employee's Signature	Date	
Employee's Name (Print)		

(Please keep this copy for your records)

# **Telephone Monitoring Policy Acknowledgment**

My signature on this form indicates that I	have read the Green Family Stores' telephone	e
monitoring policy and I agree to abide by	its terms. I understand that telephone calls I n	nake or
receive on Company phones are not priva	te, and that the Company may monitor these o	calls at
any time.		
Employee's Signature	Date	
Employee's Name (Print)		

(Please sign and return to Office Manager)