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PRINCETON



Car-Mark Automotive Corporation

Employee Handbook

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AT-WILL STATEMENT & DISCLAIMER

PLEASE READ CAREFULLY

These contents of the Employee Handbook (“Handbook”) summarize the current benefits and guidelines within CDJR of Princeton (“the Company” or “the Dealership”) and are intended as guidelines only. The Dealership reserves the right to change, delete, suspend, or discontinue any part or parts of this Handbook at any time, without prior notice, and any such action shall apply to existing as well as future employees. You should be aware that depending upon the circumstances of a given situation, the Dealership’s actions may vary from the provisions of this Handbook. As such, the contents of the Handbook do not constitute the terms of a contract of employment.

IT SHOULD BE NOTED THAT NOTHING CONTAINED IN THIS HANDBOOK SHOULD BE CONSTRUED AS A GUARANTEE OF THE CONTINUED EMPLOYMENT; BUT RATHER, EMPLOYEMENT WITH THE DEALERSHIP IS ON AN AT WILL BASIS. THIS MEANS THAT EITHER THE EMPLOYEE OR THE DEALERSHIP, WITH OR WITHOU CAUSE, MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME WITH OR WITHOUT NOTICE, FOR ANY REASON NOT EXPRESSLY PHOHIBITED BY LAW.

This Handbook supersedes and replaces all prior personnel policy and benefit statements, whether oral or in writing. While some of the provisions contained in this Handbook refer specifically only to federal law, employees should be aware that the Dealership will comply with all federal, state, and local laws. Should any provision in this Handbook be found to be unenforceable and/or invalid, such a finding does not invalidate the entire Handbook, but only the subject provision.

This Employee Handbook takes effect on January 1, 2022.

WELCOME

Welcome to CarMark Automotive Corporation d/b/a CDJR of Princeton, a family-owned business selling and servicing Chrysler, Dodge, Jeep, and Ram products. This Handbook is prepared for your use as an employee of our Dealership. It will highlight the Dealership's policies and procedures.

This Handbook is designed to acquaint you with the Dealership and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the Dealership to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No Employee Handbook can anticipate every circumstance or question about policy. The Dealership reserves the right to revise, supplement, or rescind any policies or portion of the Handbook from time to time as it deems appropriate, in its sole and absolute discretion. **THE ONLY EXCEPTION TO ANY CHANGES IS OUR EMPLOYMENT-AT-WILL POLICY PERMITTING YOU OR THE DEALERSHIP TO END OUR RELATIONSHIP FOR ANY REASON (OR NO REASON), AT ANY TIME, WITH OR WITHOUT NOTICE.** Employees will, of course, be notified of such changes to the Handbook as they occur.

EQUAL EMPLOYMENT OPPORTUNITY

The Dealership is committed to provide equal opportunity to all employees and applicants for employment. Therefore, employment decisions are made without unlawful discrimination as to race, creed, color, national origin or nationality, ancestry, military or veteran status, alien or citizenship status, age, religion or religious affiliation, marital, familial, civil union or domestic partnership status, gender, sexual orientation, gender identity or expression, pregnancy, breastfeeding, mental or physical disability, genetics or atypical cellular or blood trait and/or any other status protected by applicable federal, state or local laws. This policy applies to all areas of employment, including but are not limited to recruitment, hiring, compensation, benefits, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment in accordance with federal, state, and local laws.

The Dealership will make reasonable accommodations for women affected by pregnancy and for qualified individuals with known disabilities who have the ability to perform the essential functions of the job or without reasonable accommodation unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are required to bring these issues to the attention of the Controller or Human Resources Representative. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

DISABILITY ACCOMODATION

The Dealership is committed to complying with all the relevant and applicable provisions of the Americans with Disabilities Act (“ADA”), as amended by the Americans with Disabilities Amendments Act and related state laws. The Dealership will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person’s physical or mental disability. The Dealership will also make reasonable accommodations for the known physical or mental limitations of any otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship to the Dealership or a direct threat of substantial harm to the health and safety of the employee or others would result.

An applicant or employee who requires an accommodation in order to perform the essential functions of the job he or she holds, or desires should contact the Controller and/or Human Resources Representative and request an accommodation. The accommodation request can be written or oral and can be made by the employee or by someone else on the employee’s behalf. The accommodation request should specify the accommodation the employee needs to perform the job. If the requested accommodation is reasonable and will not impose an undue hardship to the Dealership or a direct threat of substantial harm to the health and safety of the employee or

others, the Dealership will make the accommodation in accordance with applicable law. The Dealership may propose an alternative to the requested accommodation or substitute one reasonable accommodation for another, but the Dealership retains the ultimate discretion to choose between reasonable accommodations.

Employees are expected to fully cooperate in the accommodation process. The duty to cooperate includes making every effort to provide management with current medical information. Employees who do not meaningfully cooperate in the accommodation process will waive the right to accommodation.

PREGNANCY ACCOMODATION

The Dealership will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment based on pregnancy. The Dealership will also make reasonable accommodations for the known limitations or needs of an otherwise qualified pregnant individual or individual who suffers from a pregnancy related medical condition who is an applicant or an employee unless undue hardship to the Dealership would result.

An applicant or employee who requires such an accommodation for needs related to pregnancy should contact management and make such an accommodation request.

The accommodation request can be written or oral and can be made by the employee or by someone else on the employee's behalf. The accommodation request should specify the accommodation the employee needs to perform the job.

Accommodations shall be granted on a case-by-case basis, in the Dealership's sole discretion, pursuant to an interactive process. As part of the accommodation process, the Dealership may require verification from the employee's medical physician.

RELIGIOUS ACCOMMODATION

The Dealership complies with Title VII of the Civil Rights Act of 1964, the New Jersey Law Against Discrimination, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to all individuals, regardless of religion. Consistent with this commitment, the Dealership will provide a reasonable accommodation of an applicant's or employees sincerely held religious belief unless doing so would create an undue hardship for the Dealership.

If you believe you need an accommodation based on your religious beliefs, please contact your Controller or Human Resources Representative. The Dealership encourages you to suggest specific reasonable accommodations. However, the Dealership is not required to make the specific accommodation requested by you and may provide an alternative, effective accommodation, to the extent any accommodation can be made without imposing an undue hardship on the Dealership.

Individuals will not be retaliated against for requesting an accommodation in good faith.

PROHIBITED DISCRIMINATION AND HARRASSMENT

The Dealership is committed to maintaining a work environment in which all individuals are treated with respect and dignity. Each individual has a right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual and other unlawful harassment. Discrimination or harassment based on a person's race, religion, creed, national origin, ancestry, sex (including pregnancy), gender (including gender identity or expression, and status as a transgender or transsexual individual), sexual orientation, pregnancy, breastfeeding, familial status, marital status, age, physical or mental disability, atypical hereditary cellular or blood trait (AHCBT), citizenship, genetic information, past, current, or prospective service in the uniformed services or any other classification protected by federal state, or local law (these are called "Protected Characteristics") will not be tolerated at the Dealership.

Sexual Harassment

Sexual harassment consists of any unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a sexual nature when:

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

The following are examples of prohibited conduct:

- 1) Unwelcome physical contact with sexual overtones, such as touching, patting, pinching, repeatedly brushing against someone, or impeding the movement of another person.
- 2) Unwelcome sexually offensive comments such as slurs, jokes, epithets, and innuendo.
- 3) Unwelcome sexually oriented "kidding" or "teasing" or sexually oriented "practical jokes".
- 4) Suggestive or obscene written comments in notes, letters, invitations, or e-mails.

- 5) Inappropriate, repeated, or unwelcome sexual flirtations, advances, or propositions.
- 6) Offensive visual contact such as staring, leering, gestures, or displaying obscene objects, pictures, or cartoons.
- 7) Inappropriate or suggestive comments about another person's physical appearance or dress.
- 8) Exchanging or offering to exchange any kind of employment benefit for a sexual concession, e.g., promising a promotion or raise in exchange for sexual favors; or
- 9) Withdrawing or threatening the withdrawal of any kind of employment benefit for refusing to grant a sexual favor, e.g., suggesting that an individual will receive a poor performance review or be denied a raise unless he/she goes out on a date with a supervisor.
- 10) Posting comments or engaging in dialogue on social media or other internet venues that harass, offend, or discriminate against, other employees of the Dealership.

Other Prohibited Harassment

In addition to prohibiting sexual harassment, the Dealership prohibits the harassment of an individual based on his or her Protected Characteristics (as defined above)). In this regard, harassment is defined as verbal, physical or written conduct, to include posts on social media or other internet venues including but not limited to slurs, remarks, epithets, jokes, or intimidating or hostile acts — based on an employee's membership in a protected class, when such conduct has the purpose or effect of:

- 1) Substantially interfering with an individual's work performance, or creating an intimidating, hostile, or offensive working environment.
- 2) Otherwise adversely affecting an individual's employment opportunities; or
- 3) Unreasonably interfering with an individual's work performance

Applicability of Policy

The prohibition against unlawful harassment applies to all employees (managers, supervisors, salaried, hourly, and temporary employees, etc.) as well as contractors, customers, suppliers, and guests, Similarly, all the Dealership employees have a responsibility to keep the workplace free of unlawful harassment.

Complaint Procedure

If any employee believes that he/she has been subject to sexual or other unlawful harassment or discrimination, he or she should immediately report the behavior to their direct Supervisor, any Manager they feel comfortable with, the Controller or Human Resources Representative. The failure of an employee to report conduct that reasonably appears to violate the Dealership 's unlawful workplace harassment policy negatively impacts the Dealership 's ability to identify and eliminate unlawful workplace harassment. Therefore, it is imperative that every employee report conduct he or she reasonably believes may violate the Dealership's unlawful workplace harassment policy even if he or she is not a target or victim.

Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses. The Dealership will directly and thoroughly investigate the facts and circumstances of all claims of perceived harassment and will take prompt corrective action, if appropriate.

Additionally, any manager or supervisor who observes harassing conduct must report the conduct to the Controller or Human Resources Representative, so that an investigation can be made, and corrective action taken, if appropriate.

All complaints of harassment or discrimination will be promptly and thoroughly investigated. To the extent practicable under the circumstances, the investigation will be conducted in such a way as to maintain confidentiality.

If it is determined that inappropriate conduct has occurred, the Dealership will act promptly to eliminate the offending conduct, which may include disciplinary action as is appropriate under the circumstances. Such action may range from counseling to termination of employment and may include such other forms of disciplinary action as the Dealership deems appropriate to prevent future harassment or discrimination.

Where it is determined that an individual has made knowingly false or misleading claims and/or statements, with the intent to deceive the Dealership in connection with a harassment complaint, that individual may be subject to disciplinary action, up to and including termination.

Protection From Retaliation

The Dealership will not retaliate against anyone for reporting or complaining about unlawful harassment or discrimination in good faith, or for participating in an investigation of alleged harassment, nor will it tolerate retaliation by supervisors, managers, co-workers, or anyone else, please report any concerns in this regard to the Controller or Human Resources Representative.

ANTI-RETALIATION

It is the Dealership's intent to adhere to all federal, state and local laws and regulations that apply to the Dealership, many of which are reflected in the Dealership's internal rules, policies and procedures,

The underlying purpose of this Policy is to support the Dealership's goal of legal compliance. The support of all employees is necessary to achieving compliance with various laws and regulations. To that end, the Dealership encourages all employees to report wrongful, fraudulent or illegal workplace activities, policies or practices.

Employees are expected and encouraged to bring any such conduct or activity to the Dealership's attention, and to provide management with a reasonable opportunity to investigate and correct the alleged unlawful activity. The Dealership strictly prohibits retaliation in relation to such reporting activity. Moreover, the Dealership will not tolerate the retaliation of any employee for participation in any investigation of any such complaint as a witness or otherwise.

A Notice regarding rights and obligations regarding retaliation pursuant to New Jersey's Conscientious Employee Protection Act ("CEPA") is posted within each work location. If you have questions regarding the particular location of the CEPA notice in your particular workplace location, please contact the Controller,

Any complaints regarding retaliation are to be directed the Controller or Human Resources Representative. Complaints may be written or oral. The Dealership will make every effort to correct any offending activity, policy, or practice.

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BUSINESS ETHICS AND CONDUCT

The successful business operation and reputation of the Dealership is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of the Dealership is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to the Dealership, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

The Dealership will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the Controller or Human Resources Representative for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Dealership employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

EMPLOYMENT OF RELATIVES

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. Relatives of employees may not occupy a position that will be working directly for or supervising their relative. If a relative relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management, when feasible based on business need, the individuals concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not made within thirty (30) calendar days or if it is not feasible to let the employees involved make that decision, management will decide who is to be transferred or, if necessary, terminated from employment. In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment.

CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Dealership wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your immediate Supervisor, Controller or Human Resources Representative for more information or questions about conflicts of interest.

Transactions with outside firms on behalf of the Dealership must be conducted within a framework established and controlled by your immediate Supervisor or Controller. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employee. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of the Dealership's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases for the Dealership, it is imperative that they disclose to your immediate

Supervisor, Controller, Human Resources Representative as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties,

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Dealership does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the Dealership.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they meet the performance standards of their job with the Dealership and notify you immediate Supervisor or Controller in writing of their outside job. All employees will be judged by the same performance standards and will be subject to the Dealership's scheduling demands, regardless of any existing outside work requirements.

If the Dealership determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Dealership as they are modified from time to time, or if the business is in competition with the Dealership, the employee may be asked to terminate the outside employment if he or she wishes to remain with the Dealership.

Outside employment that constitutes a conflict of interest is prohibited, Employees may not receive any income or material gain from individuals outside the Dealership for materials produced or services rendered while performing their jobs.

CONFIDENTIALITY

Dealership employees have various levels of access to confidential and proprietary information. Confidential and proprietary information includes not only information that is labeled as such, but also, information and data developed in the course of the Dealership's activities, the disclosure of which could be harmful to the interests of the Dealership. Thus, all such information must be kept strictly confidential To help preserve that advantage, each employees must treat as confidential certain information relating to the Dealership and its customers, including but not limited to: (1) computer stored data and software products, (2) business plans and opportunities, (3) vehicle and product supply and distribution an-arrangements, (4) terms of customer lists, contracts, including prices and expiration dates, (5) financial information, (6) customer preferences, customer, dealer, manufacturer, vendor and supplier listings, (7) pricing, sales and performance forecasts, (8) trade secrets and design plans, and (9) research data, (10) pending projects and proposals, (11) pricing policy, (12) marketing strategies, (13) proprietary processes; (14) customer contact information, and (15) any and all such other proprietary information of the Dealership not otherwise available to persons or firms outside of the Dealership,

Employees also have an obligation to keep confidential any proprietary information relating to the Dealership's customers or clients that they may come in contact with as part of their work with the Dealership,

This policy shall apply to the employee's use of social media or other internet venues.

The duty to retain this information as confidential and proprietary survives an individual's termination of employment. Thus, each employee must take appropriate precautions to safeguard all confidential or proprietary information and not disclose it, either during his/her employment or at any time thereafter, to anyone except as their duties require during their employment or as the Dealership may otherwise consent in a writing which is signed by the General Manager.

In addition, any employee required by legal process or other governmental or judicial order

to disclose any confidential or proprietary information must (i) give the Dealership prompt written notice of such legal process or order, (ii) consult and cooperate with the Dealership in its efforts to obtain a protective order or obtain such other reliable assurance that confidential treatment will be accorded to the information which will be disclosed, and (iii) if disclosure of information is required to prevent the individual from being held in contempt or subject to other penalty, to furnish only such portion of the information as the individual, upon the advice of counsel, is legally compelled to disclose.

Confidential information shall not be construed to include subject matter related to an employee's employment terms and conditions. Likewise, this Policy shall not be construed to restrict employees' rights to share information about their employment terms and conditions, communicate with each other, or engage in other concerted activities for their mutual aid and protection.

RECORDING POLICY

Telephone conversations with customers and others who call the Dealership on all incoming business lines will be monitored and recorded for training, quality control, and other business purposes.

However, the Dealership is committed to protecting the confidential and proprietary information of their customers and the freedom of its employees to communicate with one another without the fear of being secretly recorded. In order to maintain confidentiality with all information and records, no employees should record conversations of another without his or her prior knowledge and consent.

Recordings include audio and/or video, by any means including smart phones. The devices used to record via audio or video that are prohibited are inclusive of, but are not limited to, phones, voice recorders of any kind, video cameras of any kind, and microphones.

Any individual requesting to record via audio or video any interaction with any persons associated with the Dealership will need to inform the General Manager and/or Controller of their intention and obtain written authorization. The Dealership reserves the right to refuse such request, in its sole discretion. Furthermore, a Dealership is employee may refuse to be recorded and at such time may end the conversation if the asking party refuses to speak without a recording device, The Dealership reserves the light to install and use security cameras for the purposes of safety and monitoring worker performance.

This Policy shall not be construed to restrict employees' rights to share information about their employment terms and conditions communicate with each other; or engage in other concerted activities for their mutual aid and protection,

A violation of this policy may result in disciplinary action, up to and including termination.

PERSONNEL FILES

The Dealership maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of the Dealership, and access to the information they contain is restricted.

PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify the Dealership of any changes in personnel data. Personal mailing addresses, telephone numbers, number, and names of dependents (for benefits purposes), individuals to be contacted in the event of an emergency, educational accomplishments, beneficiaries (for benefits purposes) and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Controller.

Verbal requests to change personal data will not be accepted.

EMPLOYMENT APPLICATIONS

The Dealership relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data, regardless of the date the Dealership discovers any such misrepresentation, may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

PAYDAYS

All employees are paid weekly every Friday for work performed from Monday to Saturday in the prior work week.

WORK SCHEDULES

Work schedules for employees vary throughout our Dealership. The Dealership is open for business Monday through Saturday. Supervisors will advise employees of their individual work schedules. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Federal and state laws require the Dealership to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed. Exempt employees must log their work hours for attendance purposes only. Exempt employees are not entitled to overtime pay,

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment. Nonexempt employees should report to work no more than fifteen (15) minutes prior to their scheduled starting time nor stay more than fifteen (15) minutes after their scheduled stop time without expressed, prior authorization from their supervisor,

OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. All overtime work must receive the supervisor's prior authorization.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour laws. Overtime pay is based on actual hours worked at a rate of one and one-half (1 1/2) times of the employee's base hourly rate of pay in excess of forty (40) hours per workweek. Time off on sick leave, vacation leave, holiday leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment,

Exempt employees who exceed forty (40) hours, are not eligible for overtime, as such work will be deemed part of your responsibilities and as such covered under your normal salary.

APPEARANCE AND ATTIRE

A professional appearance is important anytime that you come in contact with customers or potential customers. Employees should be well-groomed and dress appropriately for our business and for their position, in particular. If management occasionally designates "casual days," appropriate guidelines will be provided to you for acceptable attire on such days.

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Company presents to customers and visitors. During business hours or when representing the Company, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

Your supervisor or department head is responsible for establishing a reasonable dress code appropriate to the job you perform. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed, under such circumstance, you will not be compensated for the time away from work. Consult your supervisor if you have questions as to what constitutes appropriate appearance. Where necessary, reasonable accommodations may be made,

Manufacturers require certain dress code in order to comply with operating guidelines and standards. Therefore, employees in certain departments and positions are required to wear uniforms, Service employees have safety-related dress and appearance requirements.

In addition, the following personal appearance guidelines should be followed:

- Shoes must provide safe, secure footing, and offer protection against hazards.
- Canvas or athletic type shoes are not appropriate professional attire.
- Tank tops, tube or halter tops, or shorts may not be worn under any circumstances.
- Mustaches and beards must be clean, well-trimmed, and neat.
- Perfume, cologne, and after shave lotion should be used moderately or avoided all together, as some individuals may be sensitive to strong fragrances.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, are not professionally appropriate and must not be worn during business hours.
- Torso body piercing with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.
- Visible excessive tattoos and similar body art should be covered during business hours.

Radical dress or extreme fashion are discouraged as not conveying the kind of image the Company believes will instill confidence in the public. We are a PROFESSIONAL organization, and we stress PROFESSIONAL CONSERVATIVE attire.

Consult your supervisor if you have any questions about what constitutes appropriate business attire for your position. Contact your immediate Supervisor or the General Manager if you seek an accommodation to this policy based on a sincerely held religious belief.

UNIFORMS

Certain employees will be required to wear uniforms while performing their jobs. These employees shall wear the uniform prescribed by the Dealership. These uniforms are not intended for use outside of the Dealership. The Dealership will have uniforms cleaned by a professional service, but it is your responsibility to be careful to not damage the uniforms,

EMPLOYEE RESPONSIBILITY FOR PERSONAL EFFECTS

The Dealership assumes no responsibility for any loss or damage to any employee's personal property that has been brought onto the workplace. Employees are solely responsible for their personal effects and bear all risk of loss for them.

SUPPLIES; EXPENDITURES; OBLIGATING THE DEALERSHIP

Only authorized persons may purchase supplies in the name of/for the Dealership. No employee whose regular duties include purchasing shall make any purchase on behalf of The Dealership or bind the Dealership by any promise or representation without written approval.

EMPLOYEE BENEFITS

Employees will be notified of the benefits for which they are eligible at either the time of hire or upon eligibility.

Employees are eligible for medical benefits on the 1st of the month after completion of 90 days of continuous employment. Employees must contact the Accounting Office to enroll in the Dealership's medical plan 2 weeks prior to your date of eligibility.

Enrollment **MUST BE** processed upon eligibility date. Late submissions **WILL NOT** be accepted by the insurance carrier and will be deferred to the groups next plan anniversary date or time of open enrollment.

You are responsible for keeping track of your eligibility date and processing paperwork timely.

VACATION

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use vacation time as described in this policy.

***Regular Full-Time Employees Only**

The amount of paid vacation time employees receive is based upon their continuous length of employment as shown in the following schedule. Paid vacation is available to regular full-time employees after their first-year anniversary with the Dealership and is provided based on length of service. Request to use vacation time must be given to your supervisor in advance and maybe denied based on volume of work and staff shortages.

Earning Vacation Time;

- After completion of 1 year, an employee will receive 1-week (5) days of vacation time.
- After completion of 2 years, an employee will receive ten (10) days of vacation time.
- After completion of 5 years, an employee will receive fifteen (15) days of vacation time.

Vacation time cannot be carried forward to the next year, any unused vacation time will be forfeited and not paid. Sometimes it is necessary to request vacation not be taken due to workloads or staff shortages. Management must authorize and sign off on paperwork for payroll purpose prior to the last payroll of the year.

Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

As stated above, employees are encouraged to use available paid vacation time for rest, relaxation, and personal pursuits. Unused vacation will be forfeited and will not be paid or carried over after February 28th of the next calendar year.

Any unused vacation time will not be paid out upon termination from employment, whether voluntary or involuntarily.

HOLIDAYS

The Dealership will grant holiday time off to all eligible employees on the holidays listed below:

- *New Year's Day (January 1) excluding the Sales Department
- *Memorial Day (last Monday in May) excluding the Sales Department
- *Independence Day (July 4) excluding the Sales Department
- *Labor Day (first Monday in September) excluding the sales department
- *Thanksgiving Day
- *Christmas (December 25)

After 90 days of continuous employment, regular, full-time employees are entitled to paid holiday time off. Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday). Holiday pay does not count towards overtime; only actual hours worked are used for calculating overtime.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied. If eligible nonexempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday

Some departments may require you to work on an observed holiday. These days are usually but not limited to Memorial Day, Independence Day, and Labor Day. Hourly employees will receive holiday pay plus pay for hours worked on the holiday. The holiday pay will not be counted as hours worked for the purpose of calculating overtime.

PAID SICK LEAVE

Under New Jersey's Earned Sick Leave Law, each employee will be entitled to receive up to forty (40) hours (five (5) days) of earned sick leave pay at the start of the calendar year. The "calendar year" is defined as the year beginning January 1st and ending December 31st of each year. Employees may not accrue over forty (40) hours of paid sick time per calendar year.

During your year of hire, paid sick leave will accrue on a pro-rated basis. You may use paid sick leave under this policy beginning on the 120th day after the commencement of your employment,

For exempt employees, their rate of paid sick leave will be calculated as if they worked forty (40) hours a week. For employees working fewer than forty (40) hours a week, actual hours will be used to calculate the rate of pay,

Qualifying Reasons

- Time needed for diagnosis, care, or treatment of, or recovery from, an employee's mental or physical illness, injury, or other adverse health condition, or for preventive medical care for the employee.

- Time needed for the employee to aid or care for a family member of the employee (including the diagnosis, care, or treatment of, or recovery from, the family member's mental or physical illness, injury, or other adverse health condition, or during preventive medical care for the family member).
- Absence necessary due to circumstances resulting from the employee, or a family member of the employee, being a victim of domestic or sexual violence, if the leave is to allow the employee to obtain for the employee or the family member: medical attention needed to recover from physical or psychological injury or disability caused by domestic or sexual violence; services from a designated domestic violence agency or other victim services organization; psychological or other counseling; relocation; or legal services, including obtaining a restraining order or preparing for,

or participating in, any civil or criminal legal proceeding related to the domestic or sexual violence.
- Time during which the employee is not able to work because of a closure of the employee's workplace, or the school or place of care of a child of the employee by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, would jeopardize the health of others; or
- To attend school-conferences, meetings, or any event requested or required by your child's school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding a child's health or disability.

For purposes of this policy, the following terms shall be defined as follows:

- "Certified Domestic Violence Specialist" means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals,
- "Child" means a biological, adopted, or resource family child, stepchild, legal ward, or child of a parent who is under 18 years of age; or 18 years of age or older but incapable or self-care because of a mental or physical impairment.
- "Designated domestic violence agency" means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.
- "Domestic Violence" or "Sexual Violence" means the occurrence of one or more of the following acts inflicted upon a person by a spouse, domestic partner, civil union partner, cohabitant, or emancipated minor child; homicide; assault; terroristic threats; kidnapping; criminal restraint; false imprisonment; sexual assault; criminal sexual

contact; lewdness; criminal mischief; burglary; criminal trespass; harassment; or stalking.

- "Family member" means a child, parent, spouse, or one partner in a civil union or domestic partnership couple.
- "Parent" means a person who is the biological parent, adoptive parent, resource family parent, stepparent, parent-in-law, or legal guardian, having a "parent-child relationship" with a child as defined by law, or having sole or joint legal or physical custody, care, guardianship, or visitation with a child.
- "Spouse" means husband or wife, civil union partner, and/or domestic partner.

Procedure for Using Sick Leave

- When the need for taking earned sick leave is **foreseeable**, the employee is required to give seven (7) days' notice of the intention to use earned sick leave and for how long the employee expects to be out of work, The employee must make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the Dealership. The Dealership has the right to restrict your use of foreseeable earned sick leave due to operational needs.
- When the need for taking earned sick leave is foreseeable, the employee may not use earned sick leave on the following dates: on the day before and the day after a Dealership holiday.
- When the need for the use of earned, sick leave is not foreseeable, the employee must provide notice before the beginning of his or her work shift or workday, or in cases or emergencies, as soon as practicable.
- When an employee uses earned sick leave that is not foreseeable on the following dates: on the day before and the day after a Dealership holiday, the employee must provide documentation signed by a healthcare professional that the leave was taken for a purpose permitted by the above permitted uses of Earned Sick Leave.
- Any employee who takes three (3) or more consecutive sick days must provide a certification by his or her health care provider attesting to the employee's, or his or her family member's, illness and the employee's fitness to return to work.
- If earned sick leave is taken due to health authorities or a health care provider that the family member's presence in the community would jeopardize the health of others, a copy of the order of the public official or the determination by the health authority will be considered reasonable documentation. If earned sick leave is taken

because of domestic or sexual violence, any of the following will be accepted as reasonable documentation:

o medical documentation; o a law enforcement agency record or report; o a court order; o documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; o certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or o other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.

Carry Over

For all employees, a maximum of 40 hours of accrued Earned Sick Leave may be carried over into the following calendar year. Only until February 28th.

Termination of Employment

On termination of employment for any reason, whether voluntary or involuntary, employees will not be paid for accrued unused sick days.

Absences Not Covered by this Policy

Leave that qualifies as paid sick leave may also qualify as leave pursuant to the FMLA and/or NJFLA in which case those leaves shall not run concurrently.

Confidentiality of Medical Information

All information about an employee's medical condition is confidential and must be kept in separate files by the Accounting Office, when an employee is absent for medical reasons, the employee's regular personnel file contains only the dates of the medical absence, not the medical reason(s) for the absence, Supervisors and managers will only be given information that is limited to an employee's necessary work restrictions and reasonable accommodations. However, the Dealership reserves the right to request documentation to substantiate an employee's need for the requested leave, when permitted by law.

LACTATION BREAKS

All employees who are nursing mothers are eligible to take reasonable breaks under this policy to express breast milk for up to one (1) year after the birth of the employee's child, The Dealership encourages all eligible employees who intend to take breaks under this policy to

notify the Controller of their intent, for example, when they are discussing their return-to-work following leave relating to childbirth,

FAMILY AND MEDICAL LEAVE

In accordance with the federal Family and Medical Leave Act ("FMLA"), the Dealership provides eligible employees with up to twelve (12) weeks of unpaid medical and family leave during any twelve (12) month period and up to twenty-six (26) workweeks to care for a Covered Service member. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees' rights and obligations under the FMLA and the Dealership's policies implementing the FMLA.

1. Leave Available

Eligible employees may take up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for any one or more of the following reasons:

- The birth, adoption, or placement for foster care of the son or daughter of an employee, and to care for such child.
- A serious health condition of a spouse, son, daughter or parent of an employee if the employee is needed to care for such family member.
- A serious health condition of an employee that makes an employee unable to work. Generally, the incapacity must result in the employee's inability to work for more than three consecutive days, although there are exceptions to this rule.
- Any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a member of the Regular Armed Forces, National Guard or Reserves on active-duty status during the deployment to a foreign country, and or has been notified of an impending call to active-duty status as such in support of a contingency operation.

The definition of a "serious health condition" is governed by applicable law. If you have any questions about what constitutes a "serious health condition" please contact the Controller.

In addition, eligible employees who are either a spouse, son, daughter, parent or next of kin of a Covered Servicemember as defined by law shall be entitled to a total of twenty-six (26) workweeks of unpaid leave during a single twelve (12) month period to care for the Covered Servicemember. During this single twelve (12) month period, an eligible employee who qualifies for leave to provide care for the Covered Servicemember shall be entitled to no more than a combined total of twenty-six (26) workweeks of leave under this Section I or this Policy,

Definitions

- "Covered Servicemember" means a member of the Armed Forces, including a member of the National Guard or Reserves, or a recent veteran who has been discharged, other than dishonorably, within the five years preceding the family member's initial request for leave, who has a serious injury or illness who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness,
- "Eligible Employee" means an individual who has been employed by the Dealership for at least twelve (12) months, has worked at least 1250 hours during the preceding twelve (12) month period, and is employed at a worksite with at least fifty
- (50) employees within seventy-five (75) miles of that worksite.
- "Next of kin" means the nearest blood relative of the individual,
- "Qualifying Exigency" covers a number of broad categories of reasons and activities, including short-notice deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-dept activities, and additional activities agreed to by the employer and the employee.
- "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. It generally includes a period of incapacity due to pregnancy, prenatal care, a chronic health condition, a permanent or long-term health condition, or restorative or preventive treatment,
- "Serious Injury or Illness" means an injury or illness incurred by a Covered Servicemember in the line of duty or on active duty in the Armed Forces, National Guard of Reserves, incurred in the line of duty on active duty or whose pre-existing condition has been aggravated by his/her active duty service, that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank or rating.

Eligibility Requirements

Any employee who has been employed by the Dealership for twelve (12) months or more and worked 1,250 hours or more in the twelve (12) month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to twelve (12) weeks during any twelve (12) month period. The twelve (12) month period shall be determined by using a twelve (12) month period that commences with the first day of leave taken.

Leave to care for a child after birth, adoption, or foster care must conclude within twelve (12) months of the child's birth or placement.

If both spouses work for the Dealership, they may only take a total of twelve (12) weeks between them in order to care for a child after birth, adoption, or foster care or to care for a parent with a serious health condition. Each spouse may be entitled to additional leave for other qualifying reasons under the FMLA, such as the employee's own illness or for the serious illness of the employee's child. Any questions regarding such additional leave should be addressed to the Controller.

Notice Requirements

When the leave is foreseeable, at least thirty (30) days' advance notice to the Controller is required. If thirty (30) days' notice cannot be provided, as much notice as is practical should be provided. Failure to give reasonable notice may delay the availability of the leave.

Certification and Reporting Requirements

Where leave is taken to care for a family member with a serious health condition or because of the employee's own serious health condition, medical certification may be required, and periodic recertification may be required. In addition, where the leave is taken because of the employee's own serious health condition, a certification of fitness to return to work will be required.

For military exigency leave, an employee may be required to provide certification that the covered military member is a member of the National Guard or Reserves who is on active duty or called to active duty in support of a contingency operation, as well as certification from the employee about the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member. Absent unusual circumstances, both certifications must be provided within fifteen (15) days.

For military caregiver leave, the employee may be required to provide information from the health care provider and employee and/or Covered Servicemember to support such leave. Absent unusual circumstances, such certification must be provided within fifteen (15) days.

The Dealership will also require periodic status reports from employees concerning their intended return date. An unexcused failure to provide requested documentation may result in the denial or suspension of leave. The Dealership may attempt to clarify or authenticate the certification or may require additional certifications to support the need for leave. When leave is taken to care for a family member, the Dealership may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document) and proof of the need to care for the family member.

Utilization of Paid Leave

Generally, FMLA leave is unpaid. However, depending upon the circumstances, employees may be entitled to receive short-term disability, workers' compensation benefits, paid family leave benefits, or other state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose to use accumulated paid leave during their approved unpaid leave. Employees may not receive more than 100% of salary at any time. Employees who are not eligible for such state-sponsored wage replacement benefits are required to use their accumulated paid leave during an approved unpaid leave. Use of paid time off will not serve to extend the length of the Employee's leave of absence under this policy.

Coordination with other Leave Policies

The period or time attributable to the employee's absence due to any workers' compensation, disability, or sick leave, will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to state laws, this leave will also run concurrently with FMLA leave to the extent permitted by law. You will be provided such information by the Controller.

Intermittent Leave

When medically necessary, leave taken because of a serious health condition of an employee or family member or to care for a Covered Servicemember may be taken on an intermittent or reduced work schedule basis. If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the Dealership's operations. The Dealership may require an employee taking intermittent or reduced work schedule leave for their own or a family member's foreseeable medical treatment to transfer temporarily to an alternative position with equivalent pay and benefits that is better suited to the leave schedule,

Employment and Benefits Protection

During the leave, health benefits will continue for the employee's leave period, up to twelve (12) weeks in each rolling twelve (12) month period under the same conditions as if the employee continued to work. Any portion or group health plan premiums which had been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period. If premiums are raised or lowered, the employee would be required to pay the new premium rates. If an employee is enrolled in voluntary supplemental benefits the employee is solely responsible for making payment arrangements with the Controller. If you have a 401 (k) loan, you must contact the Controller to make payment arrangements so that your loan does not go into default,

During any period for which you will be using accrued paid leave during your leave period, your share of premiums will be paid based upon an agreed upon arrangement by the Dealership and the employee. Where the employee will not be using accrued paid leave, and thus the leave

will be unpaid, your payments must be paid in accordance with an agreed upon arrangement by the Dealership and the employee.

With regard to the method of payment of your share of the premiums, you must make arrangements with the Controller to determine a method and timing for payment which is mutually agreeable to you and the Dealership for your payment to the Dealership.

Employees must consult with the Controller prior to taking an approved leaves The Controller will provide notice to the employee as to the terms and conditions of the method of payment for the employee's portion of benefits prior to commencement of leave, If you fail to return to work after your FMLA leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums.

Before returning to work following a medical leave (except for intermittent or reduced schedule leave) due to the employee's own serious health condition, the employee will be required to present a fitness for duty certification from his/her health care provider that he/she is medically able to resume work. If the date on which the employee is scheduled to return to work from FMLA leave changes, the employee is required to give notice of the change, if foreseeable, to the Dealership within two business days of the change.

Subject to some exceptions, most employees will be returned to the position they left or to a position equivalent in pay, benefits and other terms of employment, Individuals identified as "key employees" (the highest paid 10% of salaried employees at the work site or within a 75-mile radius of that work site) at the beginning of their leave may not be returned to their former or equivalent position if restoration will cause substantial economic injury to the Dealership, Employees will be informed of their key employee status at the beginning of the leave period.

A failure to return from FMLA leave for reasons other than the employee's own serious health condition may result in termination of employment. In the event that an employee cannot return to work at the end of FMLA leave due to a continuation of his/her own serious health condition, they must contact the Controller before the expiration of the leave to discuss their options under state and federal law.

State Leave Laws

Certain states provide additional leave similar to that provided under the FMLA. The Dealership will comply with these state law provisions to the extent they provide for more generous benefits; State leave law benefits will run concurrently with FMLA benefits to the extent permitted by law.

Questions

Employees are encouraged to discuss questions regarding the FMLA or parallel state leave laws with the Controller.

NEW JERSEY FAMILY LEAVE

The Dealership provides eligible employees with up to twelve (12) weeks of unpaid, job protected leave for specified family reasons under the New Jersey Family Leave Act (NJFLA).

Eligibility Requirements

To be eligible for NJFLA leave, you must have worked at least twelve (12) months for the Dealership and have worked at least hours over the previous twelve (12) months.

Qualifying Reasons for Leave

You may take NJFLA leave to care for:

- A newly born (including a child born pursuant to a valid written agreement between the employee and a gestational carrier) or adopted child or child placed into foster care, but the leave must start within twelve (12) months of the birth of the child or the placement of the child for adoption.
- An immediate family member (your spouse, domestic partner, or one partner in a civil union couple, child under 18 years old, child with a physical or mental impairment who is incapable of self-care, parent, one who became the parent of a child pursuant to a valid written agreement between the parent and a gestational carrier, foster parent, or parent-in-law, sibling, grandparent, grandchild, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee which is the equivalent to a family relationship) with a serious health condition.

Leave Available

You may take up to a maximum of twelve (12) weeks of NJFLA leave in a twenty-four (24) month period, which is measured as a rolling twenty-four (24) month period, measured backward from the date of any NJFLA leave,

You may take NJFLA leave to care for a seriously ill family member:

- As a single block of time.
- By reducing your normal weekly, but not daily, work schedule for no more than twelve
 - (12) consecutive months period for any one period of leave.
- Intermittently in increments lasting at least one week, but less than twelve (12) weeks in a consecutive twelve (12) month period, when medically necessary.

Eligible employees may take NJFLA to care for a newly born or adopted child or foster care placement as a single block of time.

Employees permitted to take intermittent, or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Dealership's operations.

In addition, any employee who is the victim of an incident of domestic violence or a sexually violent offense or whose parent-in-law, sibling, grandparent, grandchild, child, parent, spouse, domestic partner, or civil union partner, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with that is the equivalent to a family relationship, was a victim shall be entitled to leave under this policy or up to twenty (20) days in one twelve (12) month period, to be used in the twelve (12) month period next following any incident of domestic violence or any sexually violent offense. Each incident of domestic violence or any sexually violent offense is a separate offense for which the employee is entitled to unpaid leave, provided that the employee has not exhausted the allotted twenty (20) days for the twelve (12) month period. The leave may be taken intermittently in intervals of no less than one day, as needed for purposes under the SAFE Leave Policy in this handbook. Leave under this section is unpaid, but the employee may elect to use any accrued and unused paid time off, or any family temporary disability leave benefits during any part of his or her leave.

Utilization of Paid Leave

Depending on the purpose of your leave, you may choose to use accrued paid leave, concurrently with some or all of your NJ FLA leave.

In addition, you will not be eligible to accrue seniority or benefits, including vacation and holidays, during any period of your NJFLA leave.

The Dealership will notify employees of their options to continue to participate in our group health plans during NJFLA leave.

Notice Requirements

When requesting NJFLA in consecutive blocks, you must give the Dealership thirty (30) days advance written notice, for requests for intermittent leave to care for a family member with a serious health condition, you must provide the Dealership fifteen (15) days advance written notice. If advance written notice is not possible because of an emergency, you must give the Dealership reasonable oral notice and then follow up with written notice.

Certification Requirements

You also must give the Dealership medical certification supporting the need for leave. The Dealership reserves the right to require second or third medical opinions and periodic

recertifications. You must also provide periodic reports during your leave regarding your status and intent to return to work as deemed appropriate by the Controller. Failure to provide the required documentation may delay the start of your leave.

If you provide false or misleading information or omit material information about a NJFLA leave, you will be subject to discipline up to and including immediate termination of employment.

Returning to Work after NJFLA Leave

On returning to work after NJFLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions.

Any employee who fails to return to work as scheduled after NJFLA leave or exceeds the twelve (12) week NJFLA entitlement will be subject to the Dealership's standard leave of absence and attendance policies. This may result in termination if your continued absence is unauthorized (for example, if you have no other Dealership-provided leave available to you).

Other Employment

An employee on family leave may not engage in other full-time employment during the term of the leave, unless such employment commenced prior to (he leaves and is not otherwise prohibited by law. During the term of family leave an employee may commence part-time employment which may not exceed half the regularly scheduled hours worked for the Dealership.

An employee may continue part-time employment which commenced prior to (he employee's family leave, at the same number of hours that the employee was regularly scheduled prior to such leave.

Retaliation Prohibited

The Dealership and the NJFLA prohibit:

- Interference with restraint of or denial of any right provided under the NJFLA.
- Discharge or discrimination against any person for opposing any practice made unlawful by the NJFLA or for involvement in any proceeding under or relating to the NJFLA.

The Dealership encourages employees to bring any concerns or complaints about retaliation or compliance with the NJ FLA to the attention of the Controller.

NEW JERSEY FAMILY LEAVE INSURANCE

If you are taking leave to bond with a newborn or newly adopted child or to care for a family member (child, parent, parent-in law, sibling, grandparent, grandchild, spouse, domestic partner or civil union partner, or any other individual related by blood to the employee, and any other individual that the employee shows to have a close association with the employee that is the equivalent of a family relationship) with a serious health condition, you may be eligible for New Jersey Family Leave Insurance (NJFLI) benefits from the state of New Jersey. Eligibility for benefits and the maximum weekly benefit are determined by the state of New Jersey.

In certain situations, employees may be eligible for NJFLI benefits for up to 6 weeks. As of July 1, 2020, employees may be eligible for NJFLI benefits for up to 12 weeks. Your job is not protected while you are receiving NJ FLI benefits unless you are eligible for leave under the New Jersey Family Leave Act or other qualified leave.

Employees must provide the Dealership with advance notice or need for leave, as follows:

At least thirty (30) days before leave to bond with a newborn or newly adopted child unless the time of the leave is unforeseeable or the time of the leave changes for unforeseeable reasons.

In a reasonable and practicable manner, for leave to care for a seriously ill family member on a continuous, non-intermittent basis, unless an emergency or other unforeseen circumstance precludes advance notice.

At least fifteen (15) days before leave to care for a seriously ill family member on an intermittent basis unless, an emergency, or other unforeseen circumstance precludes advance notice.

JURY DUTY

The Dealership recognizes that you have a civic responsibility when called for jury duty and will not penalize you because you are required to attend court for jury service. Exempt employees will be paid for jury services as required by law. Non-exempt employees will not be paid for service. You must tell your supervisor or the Controller as soon as possible after you receive the notice of jury duty. If required by business needs, you must also request a postponement of jury service.

When you are on Jury duty for only part of your workday, you are expected to report to work for the balance of the day.

NEW JERSEY EMERGENCY RESPONDER LEAVE

The Dealership will not terminate, dismiss, or suspend you if you are not able to report to work because you are serving as a protected volunteer emergency responder during a state of

emergency declared by the President of the United States or the State of New Jersey, or if you are actively engaged in responding to an emergency alarm. You are not protected if, by law or contract, you are an essential employee.

You are a protected emergency responder if your official duties include responding to a fire or emergency call as:

- A member of a volunteer fire company.
- A volunteer member of a first aid, rescue, or ambulance squad.
- A member of any county or municipal volunteer Office of Emergency Management.

You must provide the Dealership with the following:

Notice that you are providing emergency services at least one (1) hour before you are scheduled to report to work,

A certification from the incident commander or other official or officer in charge stating that you were actively engaged in and necessary for providing emergency services, and the date and time you were relieved from emergency duty as well as a copy of the incident report when you return to work.

You may use accrued vacation or sick time for time missed from work to serve as a volunteer emergency responder.

NEW JERSEY SECURITY AND FINANCIAL EMPOWERMENT ACT

In accordance with the New Jersey Security and Financial Empowerment Act ("NJ SAFE Act"), the Dealership provides eligible employees with up to twenty (20) days of unpaid leave during any twelve (12) month period to attend to a variety of matters related to an act of domestic violence or sexual assault committed against the employee or a family or household member. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or an equivalent position. The following outlines employees' rights and obligations under the NJ SAFE Act, and the Dealership's policies implementing the NJ SAFE Act.

Leave Available

Eligible employees may take no more than twenty (20) days of unpaid leave during any twelve (12) month period, to be used in the twelve (12) month period following any qualifying incident to engage in any of the following activities (as it applies to them personally, or to a family member as defined below):

- Seeking medical attention for, or recovering from, physical or psychological injuries caused by the incident.
- Obtaining services from a victim service organization.
- Obtaining psychological or other counseling.
- Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the victim's safety or to ensure his or her economic security.
- Seeking legal assistance, including preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic or sexual violence; or
- Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

Definitions

"Employee" means a person who is employed for at least twelve (12) months by an employer, with respect to whom benefits are sought under the NJ SAFE Act, for not less than 1,000 base hours during the immediately preceding twelve (12) month period.

"Domestic Violence" means the occurrence of one or more of the following acts inflicted upon a person by a spouse, domestic partner, civil union partner, cohabitant, or emancipated minor child: homicide; assault; terroristic threats; kidnapping; criminal restraint; false imprisonment; sexual assault; criminal sexual contact; lewdness; criminal mischief; burglary; criminal trespass; harassment; or stalking.

"Sexually violent offense" means aggravated sexual assault; sexual assault; aggravated criminal sexual contact; kidnapping and endangering the welfare of a child; criminal sexual contact; felony murder if the underlying crime is sexual assault; an attempt to commit any of these enumerated offenses; or any offense for which a court makes a specific finding on the record that, based on the circumstances of the case, the person's offense should be considered a sexually violent offense

"Certified Domestic Violence Specialist" means a person who has fulfilled the requirements of certification as a Domestic Violence Specialist established by the New Jersey Association of Domestic Violence Professionals.

"Designated domestic violence agency" means a county-wide organization with a primary purpose to provide services to victims of domestic violence, and which provides services that conform to the core domestic violence services profile as defined by the Division of Child Protection and Permanency in the Department of Children and Families and is under contract with the division for the express purpose of providing the services.

"Rape Crisis Center" means an office, institution, or center offering assistance to victims of sexual offenses through crisis intervention, medical and legal information, and follow-up counseling.

Eligibility Requirements

Any employee who was a victim of an incident of domestic violence or a sexually violent offense, or whose child, parent, parent-in law, sibling, grandparent, grandchild, spouse, domestic partner, civil union partner, or any other individual that the employee shows to have a close association with the employee that is the equivalent of a family relationship, was a victim, and who has been employed by the Dealership for twelve (12) months or more and worked 1,000 hours or more in the twelve (12) month period preceding the first day of the requested leave may be eligible for an unpaid leave of absence of up to twenty (20) days in one twelve (12) month period, to be used in the twelve (12) month period immediately following any incident of domestic violence or any sexually violent offense.

Each incident of domestic violence or any sexually violent offense shall constitute a separate offense for which an employee is entitled to unpaid leave, provided that the employee has not exhausted the allotted twenty (20) days for the twelve (12) month period.

Notice Requirements

When the necessity for the leave is foreseeable, the employee must provide written notice to the Controller as far in advance as is reasonable and practical under the circumstances.

Certification and Reporting Requirements

The Dealership will require documentation of the domestic violence or sexually violent offense which is the basis for the leave. Sufficient documentation includes one or more of the following:

- a domestic violence restraining order or other documentation of equitable relief issued by a court of competent jurisdiction.
- a letter or other written documentation from the county or municipal prosecutor documenting the domestic violence or sexually violent offense documentation of the conviction of a person for the domestic violence or sexually violent offense.
- medical documentation of the domestic violence or sexually violent offense.
- certification from a certified Domestic Violence Specialist or the director of a designated domestic violence agency or Rape Crisis Center, that the employee

or employee's child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense; or

- other documentation or certification of the domestic violence or sexually violent offense provided by a social worker, member of the clergy, shelter worker, or other professional who has assisted the employee or employee's child, parent, spouse, domestic partner, or civil union partner in dealing with the domestic violence or sexually violent offenses.

Utilization of Paid Time Off

Generally, NJ SAFE Act leave is unpaid. However, depending on the circumstances, employees may be entitled to receive state-sponsored wage replacement benefits which pay a portion of normal compensation. These benefits will run concurrently with the employee's unpaid leave. An employee who is eligible for these benefits may also choose to use accumulated paid leave during his or her approved unpaid leave. Employees may not receive more than 100% of salary at any time.

Employees who are not eligible for such state-sponsored wage replacement benefits are required to use their accumulated paid time off during an approved unpaid leave. Use of paid time off will not serve to extend the length of the employee's leave of absence under this policy.

Coordination with other Leave Policies

The period of time attributable to the employee's absence due to any disability or sick leave will be counted against available leave under this policy to the extent permitted by law. In the event that additional family, medical or sick leave is available pursuant to federal or state laws, this leave will also run concurrently with NJ SAFE Act leave to the extent permitted by law. You will be provided with detailed information from the Controller.

Intermittent Leave

Unpaid leave may be taken intermittently in intervals of no less than one day.

Employment and Benefits Protection

During the leave, health benefits will continue under the same conditions as if the employee continued to work,

If an employee is enrolled in voluntary supplemental benefits the employee is solely responsible for making payment arrangements with the respective insurance company. If you have a 401(k) loan, you must contact the Controller to make payment arrangements so that your loan does not go into default. Employees should consult with the Controller prior to taking an approved leave. If you fail to return to work after your

NJ SAFE Act leave for any reason except for circumstances beyond your control, you must pay back all unpaid health insurance premiums.

Subject to some exceptions, most employees will be returned to the position they left or to a position equivalent in pay, benefits and other terms of employment.

A failure to return from NJ SAFE Act leave for reasons other than the employee's own serious health condition and/or disability may result in termination of employment. In the event that an employee cannot return to work at the end of NJ SAFE Act leave due to a continuation of his/her own serious health condition and/or disability, they must contact the Controller before the expiration of the leave to discuss their options under state and federal law,

Federal and Other State Leave Laws

The Dealership will comply with any federal or state leave laws to the extent they provide for more generous benefits. State and federal leave law benefits will run concurrently with NJ SAFE Act benefits to the extent permitted by law.

Questions

Employees are encouraged to discuss questions regarding the NJ SAFE Act or other leave laws with the Controller.

NEW JERSEY MILITARY LEAVE AND REEMPLOYMENT

The Dealership will provide the necessary time off to employees who must fulfill military obligations in any Armed Forces, National Guard, other uniformed services or state military, as required by federal and state law. If employees return to work or apply for reemployment on a timely basis, they will be reinstated in accordance with federal and state law,

Military leave will be unpaid, except exempt employees who are paid on a salary basis will be paid for any workweek in which the employee performs work, in addition, employees may choose to use accrued vacation for military leave in lieu of unpaid leave.

If you need to take military leave, you must give advance notice of your service obligations to your supervisor, unless military necessity makes advance notice impossible. Military orders should be presented to your supervisor and arrangements for leave made as early as possible before the beginning of leave.

Additional information regarding military leave may be obtained from the Controller,

SAFETY

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment,

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees are required to immediately notify your Department Manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

NO SMOKING

In keeping with the Dealership's intent to provide a safe and healthful work environment, smoking is prohibited throughout the workplace. This policy applies equally to all employees, customers, and visitors. Smoking, including smoking vapor products, must be done outside of the building, in designated areas. Employees must properly dispose of smoking products.

USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When authorized to use company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration or equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

COMPUTER AND E-MAIL USAGE

The Dealership operates in an environment where the use of computers, e-mail and the Internet are essential tools for certain employees. Those employees are encouraged to use computers, e-mail, and the Internet. However, it is the responsibility of the employee to guarantee that these systems are solely used for business-related purposes during working time and are used in a proper and lawful manner at all times. Working time is when the employee is required to be performing tasks for the Dealership. It does not include break and meal periods, or when the employee is properly not engaging in performing work tasks.

Employees are advised that all computers owned by the Dealership are to be used for business purposes only during working time, and that they have no expectation that any information stored in a Dealership computer is private. Because e-mail messages are considered as business documents, the Dealership expects employees to compose e-mails with the same care as a business letter or internal memo. Working time shall be defined as any time in which the employee is engaged in or required to be performing work tasks for the Dealership. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and mealtimes.

Downloading or misusing software available through the Internet could violate copyright laws or licensing requirements. You should always comply with copyright, privacy, fair use and other applicable laws. Review the terms of use of all social media sites you visit and ensure your use complies with them. Where appropriate, reference all sources of particular information you post or upload and cite them accurately. The Dealership reserves the right to block or cancel an employee's access to Internet sites or the Internet as a whole while using business computers or on working time,

The e-mail and Internet systems, as well as the messages thereon, are the property of the Dealership.

The Dealership may issue social media accounts to employees for business purposes. Any and all Company-issued social media accounts are the sole property of the Dealership.

The Dealership reserves its right to monitor its computer systems, including but not limited to, its computers, equipment, cell phones, e-mail and social media accounts, e-mail messages, its systems, networks, accounts, computer files and Internet usage with or without notice, at any time, at the Dealership's discretion. The Dealership also reserves its right to monitor personal communications sent on the Dealership computers, equipment, cell phones, e-mail accounts, social media accounts, systems, and networks. Similarly, the Dealership reserves the right to monitor personal communications sent on an employee's personal social media or email, or any other accounts or text messages, if that personal communication was sent by using the Dealership equipment, systems, or networks. Finally, the Dealership may monitor personal and business messages, communications, and documents via applications installed on both Company issued and personal equipment, if the application was installed for work-related purposes. The Dealership also reserves the right to access and disclose such communications and recordings to third parties in certain circumstances.

Employees must be aware that the mere deletion of a file or message may not fully eliminate that file or message from the system.

The existence of personal access codes, passwords and/or "message delete functions," whether provided by the Dealership or generated by the employee, do not restrict or

eliminate the Company's access to any of its electronic systems as the employees shall be on notice that they should not have any expectation of privacy when using these systems.

Employees shall not share personal access codes or passwords, provide access to an unauthorized user, or access another's e-mail or Internet account without authorization.

The Dealership's network, including its connection to the Internet to include use of social media, is to be solely used for business-related purposes during working time as defined above. Any employee personal use of the Dealership's computer, e-mail and connection to the Internet shall not interfere with the employee's duties and shall comply with The Dealership policies and all applicable laws.

Any messages or transmissions sent outside of the organization via e-mail, or the Internet will pass through a number of different computer systems, all with different levels of security Accordingly, employees must not send privileged and/or confidential communications via e-mail or the Internet unless the message is properly encrypted and should consider a more secure method of communication for such data.

Because postings placed on the Internet may display the Dealership's address or other Company related information, and thus reflect on the Dealership, make certain before posting such information that it exhibits the high standards and policies of the Company. Under no circumstances shall data of a confidential or otherwise proprietary nature, as defined in the Dealership's Confidentiality Policy, be posted on the Internet.

If you identify yourself as a Dealership employee in any manner on any internet posting or blog, comment on any aspect of the Dealership's business or post a link to the Company, you must include the following disclaimer in an openly visible location: "The views expressed on this post are mine and do not necessarily reflect the views of Baker Chrysler Jeep Dodge, Inc. or anyone associated/affiliated with Dealership, "

Subscriptions to news groups or mailing lists are permitted only when the subscription is for a work-related purpose and authorized by management. Any other subscriptions are prohibited,

All files downloaded from the Internet, e-mail attachments or the like should be checked for possible viruses, if uncertain whether your virus-checking software is current, you must check with the Dealership's Network Administrator before downloading.

Any "unauthorized use" or e-mail or the Internet is strictly prohibited while at work or while using the Dealership's computer or equipment. "Unauthorized use" includes, but is not limited to connecting, posting, or downloading obscene, pornographic, sexual, discrimination-based or other similar material; attempting to disable or compromise the

security of information contained on the Company's computer systems; or sending or receiving obscene, harassing, sexually suggestive or discrimination-based messages. If an employee receives a message that is representative of an "unauthorized use" of the Company's electronic media from someone outside of the organization, it is the employee's duty to immediately inform the sender of such materials that he or she must refrain from sending such materials.

Your Internet postings should not violate any other applicable the Dealership policy, including, but not limited to, the following: the Prohibited Harassment and Discrimination Policy, the Confidentiality Policy, and the Conduct Policies.

Any employee who violates this policy shall be subject to disciplinary action, up to and including termination.

This Policy shall not be construed to restrict employees' rights to share information about their employment terms and conditions, communicate with each other, or engage in other concerted activities for their mutual aid and protection,

SOCIAL MEDIA POLICY

At the Dealership, we understand that social media can be a fun and rewarding way to share your life and opinions with family, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have

established these guidelines for appropriate use of social media.

This policy applies to all employees who work for the Dealership.

Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Dealership, as well as any other form of electronic communication.

The same principles and guidelines found in the Dealership's policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who

work on behalf of the Dealership or the Dealership's legitimate business interests may result in disciplinary action up to and including termination.

Know and Follow the Rules

Carefully read these guidelines, the Dealership's Confidentiality and Discrimination & Harassment Policies, and ensure your postings are consistent with these policies, Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

Always be fair and courteous to fellow associates, customers, members, suppliers, or people who work on behalf of the Dealership. Also, keep in mind that you are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, associates or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, color, sex, age, disability, pregnancy, religion, national origin, military or veteran status, sexual orientation, gender identity, familial status, marital status, and/or any other status protected by applicable federal, state or local laws or Dealership policy.

Be Honest and Accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Dealership, fellow employees, customers, vendors, visitors, suppliers, people working on behalf of the Company or competitors.

Post Only Appropriate and Respectful Content

Maintain the confidentiality of Company trade secrets and private or confidential information as defined the Dealership's Confidentiality Policy, do not post internal reports, policies, procedures or other internal business-related confidential communications as defined in the Company's Confidentiality Policy.

Respect financial disclosure laws.

Do not create a link from your blog, website or other social networking site to the Dealership website without identifying yourself as an employee of the Dealership.

Express only your personal opinions. Never represent yourself as a spokesperson for the Dealership. If the Dealership is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Dealership, fellow associates, members, customers, suppliers or people working on behalf of the Dealership. If you do publish a blog or post online related to the work you do or subjects associated with the Dealership, make it clear that you are not speaking on behalf of the Dealership. It is best to include a disclaimer such as: "The postings on this site are my own and do not necessarily reflect the views of Baker Chrysler Jeep Dodge, Inc."

Using Social Media at Work

Refrain from using social media while on working time. Do not use Dealership email address to register on social network, blogs or other online tools utilized for personal use. Working time shall be defined as any time in which the employee is engaged in or required to be performing work tasks for the Dealership. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and mealtimes.

Business Use of Social Media

If you are required to use social media as part of your job duties, for the Dealership's marketing, public relations, recruitment, corporate communications, or other business purposes, you should carefully review this policy. Note that the Dealership owns all social media accounts used on behalf of the Dealership or otherwise for business purposes, including any and all log-in information, passwords and content associated with each account, such as followers and contacts. The Dealership owns all such information and content regardless of the employee that opens the account or uses it and will retain all such information and content regardless of separation of any employee from employment with the Dealership. If your job duties require you to speak on behalf of the Dealership in a social media environment, you must still seek approval for such communication from your supervisor who may require you do so and impose certain requirements and restrictions with regard to your activities,

Conduct Not Prohibited by this Policy

This policy is not intended to preclude or dissuade employees from engaging in legally protected activities/activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits or other terms and conditions of employment or legally required activities.

Retaliation is Prohibited

The Dealership prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media Contacts

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

For more information

If you have questions or need further guidance, please contact the General Manager.

WORKPLACE MONITORING

Workplace monitoring may be conducted by the Dealership to ensure quality control, employee safety, security, and customer satisfaction. Employees who regularly communicate with customers may have their telephone conversations monitored or recorded. Telephone monitoring is used to identify and correct performance problems through targeted training. Improved job performance enhances our customers' image of the Dealership as well as their satisfaction with our service. Computers furnished to employees are the property of the Dealership. As such, computer usage and files may be monitored or accessed. This monitoring applies to all employee use of the Dealership's computers, equipment, networks, systems, and accounts. This monitoring includes an employee's both business and personal use of the Dealership's computers, networks, systems, and accounts. For example, the Dealership has the right to monitor personal emails, sent on a personal email account, accessed on the Dealership's computers, equipment, Company issued cell phones, networks, systems, or accounts. The Dealership also has the right to monitor personal emails, sent on the Dealership's business email account, accessed on the Dealership's or the employee's personal computer, cell phone, equipment, network, system, or account.

ELECTRONIC DEVICE USAGE

The Dealership provides electronic devices to some employees as a business tool. They are provided to assist employees in communicating with management and other employees, their clients, associates, and others with whom they may conduct business. The use of Company electronic devices is primarily intended for business-related activities. However, occasional, brief personal use is permitted within a reasonable limit. Electronic devices and cell phone activity may be regularly monitored. Employees must remember that their primary responsibility is driving safely and obeying the rules of the road when using electronic devices. Employees are prohibited from using cell phones to conduct business while driving and should safely pull off the road and come to a complete stop before dialing or talking on the phone.

As a Dealership employee, cell phone users are reminded that the regular business etiquette employed when speaking from office phones or in meetings applies to conversations conducted over a cell phone.

The use of personal cell phones for personal business during working time (excluding breaks, rest, or meal periods) should be strictly limited to emergencies, any abuse of this privilege will result in disciplinary action and possibly termination of employment.

PERSONAL ELECTRONIC DEVICES

If you use your own personal electronic device at work (for instance, your personal cell phone), personal electronic devices may only be used on non-working time, or time in which the employee is engaged in or required to be performing work tasks for the Dealership. Working time excludes times when employees are properly not engaged in performing work tasks, including break periods and mealtimes. Storing Dealership data, including but not limited to e-mail messages or any information or data on any Dealership account, network, or system, spreadsheets, word processing documents, multi-media files, is prohibited. Transmitting Dealership data on personally owned cell phones or electronic devices is prohibited. Configuring dealership-owned accounts and services, networks, or systems, email accounts on a personally owned electronic device, system, network, or account is prohibited.

While an employee cannot use personal electronic devices on working time, as defined above, employees are also prohibited from using personal electronic devices while operating a dealership or customer vehicle, or any vehicle in the course of their job duties.

CELL PHONE USE WHILE DRIVING A DEALERSHIP OR CUSTOMER'S VEHICLE

Employees may not use cell phones or any other electronic devices while driving Dealership vehicles, customer vehicles, or any other vehicle when conducting Dealership business. This includes, but is not limited to, texting, phoning, e-mailing, using the internet, gaming, and all other use while operating a dealership vehicle, a customer vehicle, or any vehicle when conducting dealership business. Violations of this policy will result in discipline, up to and including termination.

NEW JERSEY TEMPORARY DISABILITY BENEFITS

When you are unable to work because of a non-work-related accident or illness for a period in excess of seven (7) days, you may be eligible for New Jersey State Temporary Disability Benefits (TDB) for a maximum period set forth in New Jersey law, usually twenty-six (26) weeks. Claim forms for TBD are available from the Accounting Manager.

SHORT TERM DISABILITY

Should an employee become disabled because of illness or injury the employee may be eligible for short-term temporary disability pay commencing on the sixth day of absence from

work. Short-term disability benefits are generally provided to eligible employees for up to twenty-six weeks.

This benefit is governed by the New Jersey Temporary Disability law. An employee is required to complete the necessary forms and submit the required documentation, including a physician's certification. Forms are available from the Controller,

A contribution based upon an employee's earnings is paid by the Dealership, and an additional contribution is made by the employee as a payroll deduction.

WORKERS' COMPENSATION INSURANCE

The Dealership provides a comprehensive workers/ compensation insurance program at no cost to eligible employees, this program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses are required to inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

RETURN TO WORK

An employee on Workers Compensation Leave, disability leave or sick leave must present to the Controller return to work note before reinstatement. The Dealership may require the employee to submit to an examination by a doctor the Dealership designates in order for the employee to return to work,

EMPLOYEE CONDUCT AND WORK RULES

The following are examples of conduct that is improper and may result in disciplinary action, up to and including termination, at management's discretion. This list is not inclusive.

- *Theft or inappropriate or unauthorized removal or possession of property.
- *Falsification of timekeeping records or other Company records.
- *Working or reporting for work under the influence of alcohol or illegal drugs
- *Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, or while on duty, or while operating employer-owned vehicles or equipment

- *Fighting or threatening violence in the workplace *Boisterous or disruptive activity in the workplace
- *Negligence
- *Improper conduct leading to damage of employer-owned or customer-owned property
- *Insubordination
- *Violation of safety or health rules
- *Smoking in prohibited areas
- *Sexual or other unlawful or unwelcome harassment or discrimination
- *Possession of dangerous or unauthorized materials or weapons, such as explosives or firearms, in the workplace or on Company premises.
- *Excessive unauthorized absenteeism or any absence without notice
- *Unauthorized use of telephones, mail system, computers or equipment or other employer-owned equipment
- *Violation of personnel policies or the policies contained in this handbook
- *Unsatisfactory performance or inappropriate conduct

Employment with the Dealership is at the mutual consent of the Dealership and the employee. and either party may terminate that relationship at any time, with or without cause. for any reason, and with or without advance notice. This policy is not intended to alter the at-will relationship between the Dealership and its employees.

This Policy shall not be construed to restrict employees' rights to share information about their employment terms and conditions, communicate with each other, or engage in other concerted activities for their mutual aid and protection.

ALCOHOL AND DRUG-FREE WORKPLACE POLICY

Purpose and Goal

The Dealership is committed to protecting the safety, health security and well-being of all team members and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established an alcohol and drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

We encourage team members to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the Dealership or is conducting business on the Dealership's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to all levels of management, supervisors, full-time team employee, parttime team employees, seasonal and temporary employees.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing, acting on behalf of, or conducting business for the Dealership, Therefore, this policy applies during all working hours, whenever conducting business or representing the Dealership, while on Dealership property, or at Dealership-sponsored event or activities.

Prohibited Behavior

It is a violation of our alcohol and drug-free workplace policy to use, be under the influence of, manufacture, possess, distribute, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants at the workplace.

For purposes of this policy:

- "alcohol" means an alcoholic beverage or other substance containing alcohol that could impair an employee's judgment.
- "Drug-free" means being free from any prohibited illegal substances or any other substance which may impair an employee's judgment.

In the event that any employee is taking prescription medication that may interfere with that individual's safety, any other employee's safety, or the ability to perform the functions of that employee's job, the individual must disclose the use of that medication to the Controller. The Controller is required to maintain the confidentiality of any information regarding an employee's medical condition.

No prescription drug should be used by any person other than the individual to whom it is prescribed. Such substances or non-prescription (over the counter) drugs should be used only as prescribed or indicated. Employees are prohibited from consuming prescription drugs that are not prescribed in their name on Dealership property or while performing Dealership business. Soliciting or distributing prescription drugs for or to other employees is also strictly prohibited and may subject the employee to discipline up to and including termination.

Employees should be aware that alcohol and drugs may remain in an individual's system for a period of time after use of the substance.

Searches

Entering onto Dealership property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of lockers, desks and workstations and vehicles and equipment, and the personal items of the employee brought onto Dealership property.

Drug Testing

We may conduct drug testing Pre-Employment. We may also conduct drug or alcohol testing post-Accident, when there is a reasonable cause to believe the accident was caused by drug or alcohol use, or for Reasonable Cause. Each employee will be required to participate in such tests upon request of management, more specifically, an employee will be required to submit to alcohol, drug or controlled substance testing when objective factors,

such as:

- the employee's work performance,
- physical appearance,
- actions

causes a reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use. Supervisors who observe behavior constituting reasonable suspicion are required to notify the General Manager or the Controller who may institute testing. For information regarding substances to be tested for and information regarding the testing process and procedures please contact the General Manager or the Controller.

Any employee who tests positive will be immediately removed from duty and subject to disciplinary action, up to and including dismissal.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test,

The Dealership will comply with all federal, state or local laws regarding notice and consent for drug testing,

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

If an employee violates the policy, he or she will be subject to disciplinary action, up to and including termination. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Confidentiality

All information received by the Dealership through the drug-free workplace program is a confidential communication. All results of drug tests are confidential and will be kept in files separate from the employee's work or personnel file. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, the Dealership expects employees to be reliable and to be punctual in reporting for scheduled work. Unexcused absenteeism and tardiness place a burden on other employees and on the Dealership. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor unexcused attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

RETURN OF PROPERTY

Employees are responsible for all the Dealership property, materials, or written information issued to them or in their possession or control. Employees must return all Dealership property immediately upon request or upon termination of employment. The Dealership may also take all action deemed appropriate to recover or protect its property.

RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with the Dealership. Although advance notice is not required, The Dealership requests, as a professional courtesy, at least one (1) weeks' written notice of resignation from nonexempt employees and two (2) weeks' notice from exempt employees.

INSPECTIONS

The Dealership wishes to maintain a work environment that is free of illegal drugs, alcohol, weapons, firearms, explosives, or other improper materials. To this end, the Dealership prohibits the possession, transfer, sale, or use of such materials on its premises. The Dealership requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices or areas may be provided for the convenience of employees but remains the sole property of the Dealership. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Dealership at any time, either with or without prior notice.

The Dealership likewise wishes to discourage theft or unauthorized possession of the property of employees, Dealership visitors, vendors and customers. To facilitate enforcement of this policy, The Dealership, or its representative, may inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other personal belongings, as well as motor vehicles on the Company premises. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto the Dealership's premises,

SOLICITATION

In an effort to ensure a productive and harmonious work environment, persons not employed by the Dealership may not solicit or distribute literature in the workplace at any time for any purpose.

The Dealership recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on company bulletin boards is prohibited. Bulletin boards are reserved for official organization communications on such items as:

*Workers' compensation insurance information

*Posters required by law

WORKPLACE ETIQUETTE

The Dealership strives to maintain a positive work environment where employees treat each other with respect and courtesy. Sometimes issues arise when employees are unaware that their behavior in the workplace may be disruptive or annoying to others. Many of these day-to-day issues can be addressed by politely talking with a co-worker to bring the perceived problem to his or her attention. In most cases, common sense will dictate an appropriate resolution. The Dealership encourages all employees to keep an open mind and graciously accept constructive feedback or a request to change behavior that may be affecting another employee's ability to concentrate and be productive.

The following workplace etiquette guidelines are not necessarily intended to be hard and fast work rules with disciplinary consequences. They are simply suggestions for appropriate workplace behavior to help everyone be more conscientious and considerate of co-workers and

the work environment, please contact the General Manager or the Controller if you have comments, concerns, or suggestions regarding these workplace etiquette guidelines.

*Return copy machine and printer settings to their default settings after changing them,

*Replace paper in the copy machine and printer paper trays when they are empty.

*Retrieve print jobs in a timely manner and be sure to collect all your pages.

*Clean up after yourself and do not leave behind waste or discarded papers.

CUSTOMER INFORMATION (PRIVACY RULE) POLICY

The basis of any relationship is trust, and the Dealership believes that the privacy of nonpublic personal information that we collect from individuals who purchase or lease a motor vehicle, or who purchase any other products and services we offer, should never be compromised.

For purposes of the Dealership's Privacy Policy, "non-public personal information" means information collected from, or about, individuals who have applied for or accepted a financial product or service offered by the Dealership and which is not publicly available. Such information includes:

Information received from individuals on credit applications or other forms, or in other ways, such as an individual's name, address, telephone number, cell phone number, driver's license number and social security number.

- Information about an individual's financial transaction(s) with our Dealership, an affiliate of our Dealership, or others, such as an account balance; and
- Information received from consumer reporting agencies, such as an individual's creditworthiness, credit score, or credit history

The Dealership restricts access to non-public personal information about individuals who finance the purchase of, or who lease, a motor vehicle, or who purchase any other financial product or service from our dealership, to only those of our employees who have a need to know that information in order to provide products or services to our customers.

The Dealership maintains physical, electronic, and procedural safeguards that comply with federal standards to guard and protect the non-public personal information that we receive from individuals we do business with who finance their purchase of, or lease, a motor vehicle, product, or service from us. Based upon applicable record retention periods, when non-public personal information is no longer needed, the Dealership will use appropriate methods to dispose/destroy such information so as to prevent any non-authorized use of such information.

The Dealership may, from time to time, share non-public personal information about the individuals who finance their purchase or, or lease, a motor vehicle, product or service from

our dealership with companies that perform marketing services on the dealership's behalf The Dealership reserves the right to share all of the nonpublic personal information we collect with other financial institutions with whom our dealership may establish a joint marketing agreement.

Employees will not use, leave unattended, or in any way misuse any nonpublic personal information that the Dealership has collected about the individuals who finance their purchase of, or lease, a motor vehicle, or other product or service, from use Employees of The Dealership have been trained in our privacy and safeguards policies and have been instructed to report any and all instances of misuse of any non-public personal information that the Dealership has collected, and to see to it that all non-public personal information is properly secured and safeguarded at all times. Any instances of non-compliance with the Dealership's Privacy Policy and Safeguards Policy are to be immediately reported to the General Manager or the Controller.

I acknowledge that I have received a copy of the CDJR of Princeton Employee Handbook. I understand that this employee handbook replaces any and all prior verbal and written communications regarding Infiniti of Englewood working conditions, policies, procedures, appeal processes, and benefits.

I have read and understood the contents of this handbook and will act in accordance with these policies and procedures as a condition of my employment with CDJR of Princeton.

I understand that if I have questions or concerns at any time about the handbook I will consult my immediate supervisor, the Human Resources Representative, or the Controller for clarification.

Finally, I understand that the contents of this employee handbook are simply policies and guidelines, not a contract or implied contract with employees. The contents of the employee handbook may change at any time.

Please read this Handbook carefully to understand these conditions of employment before you sign this document. When signed, return this last page to Patty Escobar.

Employee Signature

Date

Employee Name (Please Print)

