

Employee Handbook



Burtness Chevrolet, Inc & Bowditch, Inc

When the products are similar, the dealer makes the difference.

5th Edition
January 2024

Contents

Introduction	5
Employment Policies	6
Employment at Will	6
Equal Employment Opportunity	6
Americans with Disabilities Act.....	6
Employment Termination Policy	7
I-9 Immigration Reform Policy.....	7
Outside Employment	8
Non-Disclosure Agreement Policy.....	8
Employee Introductory Period	8
Employment Categories	9
Employment Programs	10
Apprentice Program	10
Intern Program	10
Educational Assistance Program.....	10
Benefit Programs	10
Health Insurance	10
Additional Insurance	11
Annual Review Policy	11
Employee Lounge	11
Holidays.....	11
401(k) Savings Plan	12
Employee Discounts	12
Paid Time Off (PTO) Policy	12
General PTO Guidelines.....	13
PTO Pay Structure.....	13
Vacation Time (VAC).....	13
Personal Time.....	13
Bereavement Leave	14
Clothing Allowance	14
Boots Policy.....	14
Benefits Continuation (COBRA)	14
Demos.....	15
Military Leave.....	16
Workplace Conduct	16
Code of Ethics Policy.....	16
Personal Appearance.....	17
Unlawful Harassment.....	17
Attendance & Punctuality	19
Use of Phone and Mail Systems.....	19
Smoking.....	19
Use of Company Equipment and Dealership Vehicles.....	20

Solicitations	20
Drugs & Alcohol Use.....	20
Social Media	21
Other Rules & Guidelines	1
Compliance	2
Cash Reporting.....	2
Environmental Compliance.....	2
Information Security Program (ISP)	3
Identity Theft Prevention Program.....	3
Other Regulations	3
Compliance Training.....	4
Document Retention and Destruction	4
Internet Security	4
Password Protection Guidelines.....	4
Internet Usage	5
Downloading Files	5
Secure Email	5
Social Media Marketing.....	6
Employee Social Media	6
General Practices	7
Accepting Gifts.....	7
Employee Medical Examinations & Drug Screens	7
Workers Compensation.....	7
Access to Personnel Files.....	8
Conflicts of Interest.....	8
Employment Reference Checks	9
Family Medical Leave Act (FMLA)	9
Personal Data Changes.....	15
Direct Deposit	15
Paydays	15
Timekeeping	15
Overtime	16
Substance/Alcohol Abuse Policy, Drug Testing	16
Administrative Pay Corrections	18
Telecommuting	18
Motor Vehicle Record Inquiry	19
Pay Deductions & Setoffs.....	19
Travel Time for Training & Business Travel Expenses	20
Work Schedules	20
Emergency Closings	20
Security Inspections	21
Reporting & Discipline for Violations	21
Workplace Safety	22
Workplace Monitoring.....	22

Workplace Violence Prevention.....22
Safety.....23

Introduction

The Burtness Chevrolet, Inc and Bowditch, Inc, (here in after referred to as ("Burtness") Employee Handbook establishes policies, procedures, benefits, and working conditions that are to be followed by all Burtness employees as a condition of their employment with Burtness.

Burtness prides itself on the family-like culture it has created, and has instituted the policies in this handbook in an effort to maintain that culture and create a work environment that is conducive to both personal and professional growth.

No handbook can anticipate every circumstance or question about policy. As we continue to grow, the need may arise to adapt the handbook and we reserve the right to revise, rescind, or replace any policy or portion of the handbook as deemed appropriate. All employees will be notified of any such changes as they occur.

This Employee Handbook is not a contract of employment nor is it intended to create contractual obligations for Burtness of any kind.

Burtness strives to provide an employee-friendly environment in which goal-oriented individuals thrive as they achieve ever more demanding challenges. We are committed to serving customers and to providing quality products at competitive prices. These policies, procedures and working conditions provide a work environment in which both customer interests and employee interests are served.

Please review the policies, procedures, working conditions, and benefits described in this handbook. You will be asked to affirm that you have read, understand, and agree to abide by, and acknowledge your receipt of this employee handbook and the policies within.

Employment Policies

Employment at Will

Employment with Burtness is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly Burtness may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Equal Employment Opportunity

Burtness complies with all federal, state and local laws relating to employment, and it does not discriminate, nor will it tolerate discrimination, on the basis of race, color, national origin, sex, religion, age, disability, or any other characteristic protected by law.

Americans with Disabilities Act

The Americans with Disabilities Act (ADA) is a federal law that prohibits employers with 15 or more employees from discriminating against applicants and employees with disabilities. It also requires employers to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job functions of the position.

Burtness complies with all applicable laws concerning the employment of individuals with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). The company does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When a job applicant with a disability requests accommodation that can be reasonably provided without creating an undue hardship or causing a workplace safety risk, he or she will be given the same consideration for employment as any other applicant.

Burtness will reasonably accommodate qualified individuals (candidates and employees) with disabilities so that they can perform the essential functions of a job, unless the requested accommodations result in the following:

- A direct threat to the safety or well-being of the individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation; or
- An undue hardship to Burtness.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

The Human Resources department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety, direct threat and undue hardship issues. Contact them with any questions or requests for accommodation.

Employment Termination Policy

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation—voluntary employment termination initiated by an employee
- Termination— involuntary employment termination initiated by Burtness
- Layoff— involuntary employment termination initiated by Burtness for non-disciplinary reasons
- Job Abandonment - If you fail to show up for three consecutive work days as defined by your schedule and do not communicate with your manager you will be terminated under Job Abandonment

If you wish to resign, we ask that you notify your manager of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by Burtness and your co-workers. This notice should be in the form of a written statement. In some cases when advance notice is given, Burtness may, at its discretion, terminate the employee's employment with no further pay beyond that date.

If you fail to report to work for three consecutive days without informing management of the planned absence, we will assume that you have voluntarily resigned. This is known as the 3 day No Call No Show rule.

In the case of termination due to resignation, retirement or a permanent reduction in the workforce, your accrued vacation pay will be paid on a pro-rata basis. Unused personal time is not paid upon termination. In the case of termination, any vacation or personal/sick time used in excess of accrued time will be deducted from your final paycheck.

Regardless of the nature of termination, all property of Burtness is expected to be returned at the time of termination. Burtness may withhold from the employee's final paycheck the cost of any items that are not returned when required. Further action may be taken in the event property is not returned appropriately or when required.

Furthermore, any outstanding financial obligations owed to Burtness will also be deducted from your final check. If your final check does not sufficiently cover the money owed to the company, you will remain liable for that amount.

A meeting will take place prior to your last day of work. If applicable, your rights concerning continuation of group health benefits will be discussed during this meeting. Office keys, company equipment and building passes must be returned at this time, along with all other company property and confidential information.

If you leave Burtness in good standing, you may be considered for re-employment.

Except as required by law or by separate agreement, employee salary and benefits will end on the date of termination.

Upon resigning from Burtness, you should continue to provide the company with an accurate address for at least one year for tax purposes.

I-9 Immigration Reform Policy

The Immigration Reform and Control Act of 1986 (IRCA) requires employers to hire and retain only individuals who are authorized to work in the United States.

To enforce these guidelines, IRCA requires an employer to verify a potential employee's eligibility by completing the Employment Verification Form (Form I-9). By completing Form I-9, the employer is certifying that it has viewed documents proving that the potential employee is authorized to live and work in the United States.

All employees are asked to provide original documents verifying their right to work in the United States and to sign a verification form (Form I-9). If an individual cannot verify his or her right to work within three days of hire, Burtness Chevrolet must terminate his or her employment.

Please contact Human Resources with questions or concerns.

Outside Employment

Employees may hold positions outside of the company, so long as they meet the performance standards of Burtness. All employees will be judged by the same performance standards and will be subject to the scheduling demands of Burtness, regardless of existing outside work requirements.

If Burtness determines that an employee's outside work interferes with performance or the ability to meet the requirements of Burtness as they are modified on occasion, the employee may be asked to terminate the outside employment if he or she wishes to remain with Burtness.

Outside employment that constitutes a conflict of interest (such as employment with a competitor) is prohibited.

Non-Disclosure Agreement Policy

As part of your employment with Burtness you may have access to confidential and / or proprietary information and records.

The protection of confidential business information and trade secrets is vital to the interests and the success of Burtness. Such confidential information includes, but is not limited to the following:

- Computer processes, programs, and codes
- Other employee's compensation data
- Customer lists & customer preferences
- Dealer or customer purchase prices
- Dealership financial information
- Pending projects and proposals
- Personnel records
- Proprietary production processes
- Prospect lists
- Technological data
- Technological prototypes

You are prohibited from using, copying, or disclosing any such confidential information to any co-worker who does not have a legitimate need to know, or any other person, firm, corporation, dealership, or other entity, either during or subsequent to your employment, except as authorized in writing by an officer of Burtness.

All employees who improperly use or disclose trade secrets or confidential information will be subject to disciplinary action, up to and including termination of employment.

Employee Introductory Period

All new and rehired employees are subject to an introductory period of 60 days. The purpose of the introductory period is to give new employees the opportunity to demonstrate their ability to achieve a

satisfactory level of performance and to determine whether the new position meets their expectations. Burtness uses this period to evaluate employee capabilities, work habits, and overall performance.

This period of time is also considered a training period in which the new employee is becoming accustomed to their responsibilities, company culture, and company expectations.

Employment Categories

Each employee is classified as either Exempt or Non-Exempt from federal and state wage and hour laws. Non-Exempt employees are entitled to overtime pay under the specific provisions of federal and state wage and hour laws.

It is possible for an employee's classification to change due to change in job title ,duties, or responsibilities.

In addition to Exempt and Non-Exempt classification each employee will belong to one of the following employment categories:

- Regular Full-time: Employees who are regularly scheduled to work a full-time schedule at Burtness. Generally, they are eligible for Burtness benefits, subject to the terms, conditions, and limitations of each benefit program.
- Part-Time: Employees who are regularly scheduled to work fewer than 30 hours per week. While they do receive all legally mandated benefits, they are ineligible for all other Burtness Benefit programs.

Employment Programs

Apprentice Program

The Apprenticeship Program offered by Burtness enables high school students with a serious interest in the Automotive Technician field to pursue their interests and experience the field first hand.

This program offers a great opportunity for student's to see what a career as an Automotive Technician looks like and whether or not it is a good fit for them.

In addition, if the student finds the career is in fact a good fit, they may qualify for the Educational Assistance Program offered by Burtness which provides tuition reimbursement for qualifying students pursuing an Automotive Technician Technical Diploma.

Please see the Apprentice Program outline for additional details.

Intern Program

Burtness offers an Internship Program to Automotive Technician Students with a serious interest in advancing in the field. We offer Part Time & Full Time Internship opportunities w/ flexible scheduling available.

You'll be able to see first hand how a professional dealership operates their service department, gain hands on experience, shadow a master technician, learn how to effectively communicate with a service advisor, and experience the family culture we pride ourselves on.

Please see the Internship Program outline for additional details.

Educational Assistance Program

Burtness offers an Educational Assistance Program to qualifying employees who complete the H.S Apprentice program. This document outlines the benefits offered by the program, qualification requirements for the program, and structure of the program.

The program is designed to help students with a serious interest in pursuing a career as an Automotive Technician complete their Automotive Technician Technical Diploma w/out the burden of tuition expenses. It will also assist students in advancing their careers at a much faster pace, as they will be eligible to complete online certifications through GM Connect or Chrysler programs concurrent to their technical schooling. Not all students who complete the Apprenticeship Program will qualify.

Please see the EAP outline for additional details.

Benefit Programs

Health Insurance

Employees eligible for Burtness Health Insurance are employees who have been employed in a full-time position with the company for 60 days. These employees will be eligible for benefits on the first of the month following 60 days of employment. Employees who move from Part-Time status to Full-Time status who have

already completed 60 days of employment will be eligible to enroll on the 1st of the month following their status change.

In all locations Burtness offers to cover a large portion of the employee-only premium. All employees will be presented with benefit options and information prior to their eligibility date.

For additional information regarding benefits or for additional resources see HR.

Additional Insurance

Dental & Vision Ins are available with the same eligibility requirements as regular Health Ins. Additionally, Short Term & Long Term Disability Insurance, Life Ins, Critical Illness Ins, Flexible Spending Accounts, and more are available through a third party.

Annual Review Policy

Burtness utilizes formal annual reviews to discuss performance, future goals, improvements, and more. For the majority of departments annual reviews are scheduled to coincide with the month of the employee's hire date. In some cases the relevant Supervisor or the General Manager may find it necessary to perform reviews in advance, whether due to training/ certification completion, or performance issues.

All supervisors are encouraged to give informal constructive feedback as needed and to maintain regular rapport about current and upcoming projects.

Not all employees receive reviews based on their hire dates. Majority of department managers will receive reviews on a predetermined schedule determined by the General Manager at their location. If you are unsure of when your review will take place please speak to HR or the General Manager.

Employee Lounge

An employee lounge is provided for your convenience. You may use the lounge for your meal and / or break periods. Employees are expected to clean up after themselves when using the lounge and to maintain the lounge. Smoking is not permitted in the employee lounge. Eating is prohibited in the showroom, customer lounge, and any other customer area, as a lounge has been provided for your convenience.

Holidays

Burtness recognizes the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Burtness will grant paid holiday time off if a Holiday falls during a normally scheduled work day to all eligible employees. Eligible employees are regular full-time non-exempt employees who have been employed by Burtness for more than 30 days. Holiday pay is as follows:

Technicians - 8.5 hours at applicable flat hourly rate

All other non-exempt hourly employees: 8 hours at the applicable hourly rate

Sales: Not applicable

Exempt / Salaried Staff: Employees who work during the week of the holiday will be compensated according to their regular pay plan for the holiday.

401(k) Savings Plan

Burtness has established a 401(k) savings plan to provide employees the potential for future financial security during retirement.

To be eligible for the 401(k) Savings plan, you must be 21 years of age or older, and must have completed 12 months of full-time employment. Once both of these requirements are met, you will be able to enroll in the next entry date. If you fail to enroll on the first entry date following your eligibility, you will not be able to enroll until the next open enrollment date. Regular entry dates are January 1st, April 1st, July 1st, and October 1st. The open enrollment date is January 1st.

The 401(k) Savings plan allows you to elect how much salary you would like to contribute and direct the investment of your plan account, so you are able to tailor your retirement package to your own needs.

Burtness currently has a 3% match program in that if you elect to contribute at least 3% of your salary we will match that 3% in contributions to your account.

401(k) deductions are pre-tax. See HR for additional plan details, resources, and contacts.

Employee Discounts

Burtness has an established discount program for employees and their personally owned vehicles.

Employees may purchase parts for their personal vehicles at cost plus 10%. Service labor hours on an employee's personal vehicle are available at 50% less than the posted labor rate. This discount does not apply to already discounted labor rates due to specials, etc. Written repair orders are required. Employees may be able to charge certain services and parts to their accounts to be deducted from their paycheck with prior permission from the applicable General Manager.

Generally new vehicles may be purchased for GM Dealership employee cost. Vehicles that are in high demand will be offered on the same terms and conditions as extended to non-employees.

On occasion manufacturers make special pricing available to the employees of their dealers. Burtness will facilitate these transactions.

Used vehicles in stock that are deemed 'retail' and held for sale over 30 days may be purchased for value plus \$100. 'Value' for used vehicles is the sum of: the actual cash value as evidenced by the amount we pay to other dealers or our managers' best estimate of customer trades, other direct charges, including but not limited to, reconditioning expense, a discretionary charge to which all used vehicles are subject, and a market adjustment amount which may be added at the discretion of the GM or his/her designee. An employee is eligible to purchase no more than 2 vehicles per calendar year with reduced employee pricing.

Paid Time Off (PTO) Policy

Full-time employees begin accruing Paid Time Off (PTO) on their first day of employment. PTO is provided to support employees in managing time off for vacation, personal needs, and bereavement. The following sections outline the details of each category of paid time off, including general guidelines, pay structure, and eligibility.

General PTO Guidelines

PTO begins accruing on the employee's date of hire and resets annually on January 1. PTO does not carry over into the following calendar year unless a specific exception is approved by the General Manager. Unused vacation and personal time will be paid out at the end of the calendar year.

PTO may be used in minimum increments of four hours, with the exception of technicians, who are paid 4.25 hours for a half-day. Employees who need to be absent unexpectedly must notify their direct supervisor before the start of the workday. If the absence extends beyond one day, daily updates to the supervisor are required. Unpaid time off will not be granted until all available PTO has been used.

PTO Pay Structure

The method of PTO pay calculation varies by employee classification. Technicians receive PTO based on a 42.5-hour average workweek. A full day of PTO is paid at 8.5 hours, and a half-day is paid at 4.25 hours. Sales and finance employees receive PTO pay based on their average weekly earnings from the previous calendar year.

Non-exempt hourly employees are paid 8 hours at their regular hourly rate for a full day of PTO or 4 hours for a half-day. All other employees receive PTO at their base rate of pay at the time of the absence. PTO pay does not include bonuses, commissions, or overtime.

Vacation Time (VAC)

Vacation time is available for employees to use at their discretion for rest, travel, or personal time away from work. Employees should provide as much advance notice as possible to their immediate supervisor. Requests will be reviewed based on business needs and staffing levels. While requests will not be unreasonably denied, final approval is at the discretion of the supervisor.

The following vacation accrual schedule applies to full-time employees:

Years of Service	Annual Vacation Days
0 to 2 years	10 days
3 to 4 years	12 days
5 to 9 years	15 days
10 to 14 years	18 days
15 to 29 years	21 days
30 or more years	23 days

Personal Time

Full-time employees are granted two personal days annually after completing one year of continuous service. Personal time is intended for use in situations that may not require extended leave but still merit time off. Acceptable uses include short-term illness, appointments, personal matters, or to supplement bereavement leave. Personal time provides flexibility to manage occasional, non-recurring life events.

Bereavement Leave

Burtness Chevrolet provides paid bereavement leave to support employees during times of personal loss. In the event of the death of an immediate family member—including a parent, child, sibling, grandchild, or grandparent—employees are eligible for up to three days of paid leave. For the death of a non-immediate family member, employees may take one day of paid leave.

To receive paid bereavement leave, employees must submit an obituary or other acceptable documentation to Human Resources. If additional time off is needed, employees may use available vacation or personal time to extend their leave.

Clothing Allowance

Burtness will provide each full-time employee, who has completed 1 year of service, an annual clothing allowance. The clothing allowance only applies to purchases made through our specified vendor. Each employee is responsible for purchasing these items directly through the vendor. A website and contact will be provided. Information on using your uniform allowance will be provided upon eligibility.

Sales employees: \$150 annually

All other full-time employees: \$75 annually

In addition, we will reimburse up to 50% of any clothing purchases beyond the allowance, up to a total reimbursement of \$50. Proof of order will have to be provided.

Unused clothing allowance money will not carry over. The clothing allowance budget will reset annually on January 1st.

Boots Policy

Service department employees qualify for a 50% reimbursement for the purchase of workboots, up to a \$50 reimbursement. Work boots must be intended for use at work, should be non-slip, and a receipt is required for reimbursement. Receipts should be submitted within 30 days of purchase. This is a once per year reimbursement.

We have created a relationship with Red Wing so that employees are able to go in and select their boots. Red Wing will bill Burtness, we will cover the reimbursement up to \$50 and charge the rest to your account.

Benefits Continuation (COBRA)

Burtness complies with the Consolidated Omnibus Budget Reconciliation Act (COBRA). This federal law gives covered employees (and their dependents) who have lost health benefits the right to continue group health plans for limited periods of time under certain circumstances (called “qualifying events”). All administrative rules and processes as well as changes in plan benefits and premiums apply to those on continuation coverage.

Qualifying events for employees and spouses that allow up to 18 months of benefits continuation:

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in the number of hours of employment for the covered employee

Qualifying events for spouses that allow up to 36 months of benefits continuation:

- Covered employee becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

Qualifying events for dependent children that allow up to 18 months of benefits continuation:

- Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered employee

Qualifying events for dependent children that allow up to 36 months of benefits continuation:

- Loss of dependent child status under the plan rules
- Covered employee becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

In the event of divorce or legal separation, or the loss of dependent child status under the plan, a covered employee or dependent must notify Human Resources within 60 days to maintain his or her COBRA rights. Within 14 days of that notification, Human Resources will provide enrollment materials to the employee or covered dependent.

The covered employee or dependent has 60 days from either the date that coverage would ordinarily have ended under the plan due to a qualifying event or the date of notification, whichever comes later, to elect continuation of coverage. Election of coverage is established by completing and returning enrollment materials to Human Resources or TASC.

COBRA premiums will be billed by the applicable insurance provider. The first premium will be due within 45 days of the date of election. Subsequent premiums must be received within the terms set by the provider. Failure to make timely payments will result in termination of coverage without notice.

Continuation coverage will end after 18 months if the qualifying event was a termination or reduction in hours, unless the qualified beneficiary is disabled at the time of the qualifying event, in which case coverage may extend to 29 months. For all other qualifying events, continuation coverage will end after 36 months.

Early termination of COBRA continuation coverage will occur if:

- Burtness discontinues its insurance plan;
- The qualified beneficiary fails to make a premium payment in a timely fashion; or
- The person who elected continuation of coverage becomes covered under another insurance plan or Medicare.

Demos

Some employees may be provided with the use of a company vehicle. If you are provided with the use of a company vehicle and do not qualify for the salesperson exemption, Burtness will include the use of the vehicle as income in each pay period and taxes will be withheld accordingly.

Demos are the property of Burtness and must be available for inspection or dealership use immediately upon request.

Periodically, you will be asked to sign a Demo Agreement, which outlines your responsibility for using the vehicle we provide for your use.

Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the US uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees are asked to give as much notice as possible of the need for leave, consistent with the circumstances.

The leave will be unpaid, however, employees may use any available PTO. Continuation of health insurance benefits is available as required by USERRA based on the length of leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible. Benefits will continue to accrue during a military leave of absence.

You will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member's active duty orders or other military documentation may also be required to substantiate your need for FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

Workplace Conduct

Code of Ethics Policy

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

Burtness will comply with all applicable laws and regulations and expects its directors, officers, and 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. Use good judgement. If a situation arises for which 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 General Manager for advice and consultation.

Compliance with our policy of business ethics and conduct is the responsibility of every Burtness 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.

Personal Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Burtness presents to customers and visitors.

During business hours or when representing Burtness, 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 important if your job involves dealing with customers or visitors in person.

Acceptable apparel for each department is outlined below:

- Sales: Business casual apparel is expected. Slacks, dress pants, dress skirts, polos, khakis, button down shirts, dresses, and appropriate shoes. Polos with the Burtness logo will be provided upon hiring.
- Service: Uniforms only with closed toe shoes.
- Office: Business casual apparel with the exception of 'Casual Friday' dress. It is important to remember that you are still representing the company. Pants with rips, tears, or holes are considered unacceptable.

At no time are pants / jeans with holes in them, flip flops, or other excessively casual wear acceptable for any department. If you have a question regarding appropriate work attire please see your direct supervisor or the General Manager.

It is at the Direct Supervisor's discretion as to whether an employee is dressed & groomed appropriately. In the event an employee is not dressed and/or groomed appropriately they may be sent home without pay to correct the matter at hand.

The Detail department may have some exceptions to casualness, as the position may be hard on clothing. This department's acceptable dress standard is to be set and communicated by the appropriate supervisor.

Unlawful Harassment

The most productive and satisfying work environment is one in which work is accomplished in a spirit of mutual trust and respect. Harassment is a form of discrimination that is offensive, impairs morale, undermines the integrity of employment relationships and causes serious harm to the productivity, efficiency and stability of our organization.

Burtness is committed to providing a workplace free from discrimination, harassment and retaliation. Therefore, Burtness will not tolerate harassment of any type based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age, disability, or genetic information and other characteristics protected under state, federal or local laws. Such conduct in any form is prohibited in the workplace, at work-related functions or outside of work if it affects employees in the workplace. This policy applies to all employees, clients, customers, guests, vendors and persons doing business with Burtness.

All employees must ensure they understand this policy and their obligations. Whether an employee's conduct violates this policy will be based on how an employee's conduct is received and whether a reasonable person would find the conduct to be in violation of the policy.

Harassment includes any physical or verbal conduct demonstrating hostility toward a person because of his or her age, sex, race, color, religion, national origin, disability or other "legally protected status." The main types of harassment are:

- Age harassment — demeaning comments or conduct based on a person’s age. It also can involve excluding an employee from certain activities because of age, or pressuring an employee to retire.
- Sexual harassment — characterized by unwanted sexual advances or sexually explicit words, pictures or gestures. It is also considered sexual harassment for a supervisor or manager to subject an employee to a positive or negative personnel action in exchange for accepting or refusing sexual advances. Sexual harassment at work can occur, as well, when a person is subjected to negative treatment on the basis of gender, including situations involving members of the same or opposite sex.
- Race/color harassment — most often occurs as offensive comments, epithets, jokes, slurs or gestures, or through symbolic objects or drawings. Even when the victim and harasser are the same race, or the victim is not a minority, race harassment is unlawful.
- Religious harassment — usually involves jokes, comments or other demeaning conduct based on a person’s affiliation with a particular religion or observance of religious holidays or dress. Coercing an employee to participate or not participate in religious activities also constitutes religious harassment.
- National origin harassment — derogatory words or conduct aimed at an individual’s nationality, ancestry, foreign name, accent, appearance or culture.
- Disability harassment — occurs when an individual is subject to comments, ridicule or other demeaning conduct because of a “perceived or actual disability.”

Examples of verbal harassment include but are not limited to:

- Unwelcome comments, jokes, epithets
- Threats, insults, name-calling
- Negative stereotyping
- Making or threatening reprisals after a negative response to sexual advances
- Verbal sexual advances or propositions
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations
- Any other words and conduct that demean, stigmatize, intimidate, or single out a person because of his or her sex, race, color, religion, national origin, age, disability or other legally protected status

Examples of physical or visual harassment include but are not limited to:

- Unwelcome physical contact
- Invading someone’s physical space
- Damaging personal property
- Offensive gestures
- Possession or display of derogatory pictures or other graphic materials
- The display of offensive sexually graphic materials
- Unwanted sexual touching, advances, or propositions
- Any other offensive or demeaning act directed at someone because of his or her sex, race, color, religion, national origin, age, disability or other legally protected status

Furthermore, at no time should any employee access, download, view, or send any inappropriate text or graphics which may be considered an indirect form of harassment. These actions will not be tolerated and are never workplace appropriate; the exchange of inappropriate, offensive, sexually suggestive or graphic material, whether it be via work email or personal email, text, instant messenger or any other form of communication while on company property or off premises while representing Burtness.

Any employee who believes he or she is being harassed, or any employee, who becomes aware of harassment, should promptly notify the Human Resources department, or if necessary, the General Manager or

a trusted supervisor.

Upon notification of a harassment complaint, a confidential and impartial investigation will be promptly commenced and will include direct interviews with the involved parties and where necessary with employees who may be witnesses or have knowledge of matters relating to the complaint.

This policy also expressly prohibits retaliation of any kind against any employee bringing a complaint or assisting in the investigation of a complaint. Such employees may not be adversely affected in any manner related to their employment. Such retaliation is also illegal under Section 111.322 (2m), Wisconsin Statutes.

Attendance & Punctuality

To maintain a safe and productive work environment, Burtness expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Burtness. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should provide their supervisor with as much advance notice as possible.

As poor attendance and excessive tardiness are disruptive, either may lead to disciplinary action, up to and including termination.

If you feel you may have a regular issue with arriving at work at your scheduled work time, a discussion should be had with your immediate supervisor to determine the proper course of action. For example, if you are scheduled at 8am, but need to drop your children off at school and won't be able to make it to work until 8:15am, arrangements may be made for an 8:15am start time, so long as we are provided advanced notice and it is not disruptive. All accommodation requests are at the discretion of the immediate supervisor and GM and any decision regarding them will be made based upon business needs.

Use of Phone and Mail Systems

Telephones are provided solely for the purpose of conducting company business. Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse Burtness for any charges resulting from their personal use of the telephone.

When using any company phone it is important to remember that you are directly representing Burtness, and therefore should answer the phone in a polite and professional manner. Use an appropriate greeting, courteous manner, and confirm all information with the customer before ending the phone call.

In regards to mail systems - employees are welcome to use the Burtness mailing address, so long as they use the correct address and are granted approval in advance.

Smoking

To maintain a safe and healthful environment for all employees, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

Smoking in a non-designated area will result in disciplinary action up to and including termination. For information regarding designated areas employees are encouraged to speak to an immediate supervisor or the general manager.

E-cigarettes and vaping are considered to fall under the same category as smoking for the purposes of this policy.

If smoke breaks are excessive in that they begin to interfere with work production or they result in excessive absence from workstation during the day they will be addressed and may result in disciplinary action.

Use of Company Equipment and Dealership Vehicles

When using any and all company property, employees are expected to exercise care, perform routine maintenance, and follow all applicable operating instructions, safety standards, and guidelines.

Employees are expected to notify supervisors immediately if any equipment, machines, tools, or dealership vehicles appear to be damaged, defective, or in need of repair.

When utilizing a company vehicle or other company property it is important to remember that you are representing the company and you should act in accordance with all laws and in a professional manner. In the event an accident occurs you should immediately contact the GM.

Employees may receive company laptops, tablets, and other electronic devices for company use. You are responsible for maintaining this property, including handling necessary updates, bringing it in for maintenance, and keeping it in good condition. It is also important to remember that company property is meant to be used for company related purposes only.

In the event you are responsible for or are party to damage or destruction to company property it should be reported to your direct manager right away and depending on the circumstance you may be subject to disciplinary action up to and including termination.

Solicitations

To ensure a productive and harmonious work environment, and to ensure the security of Burtness personnel and property, persons not employed by Burtness may not solicit or distribute literature in the workplace at any time for any purpose.

Burtness recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning outside activities during working time, and should wait until an appropriate break time outside of any “working area.”

Solicitation includes, but is not limited to, the solicitation for membership in any organization, the solicitation of gifts, money pledges, or subscriptions, and/or the sale of merchandise produce, tickets, or raffles.

At no time while on company property or representing Burtness should employees solicit in support of a political group or a petition.

Drugs & Alcohol Use

Burtness strives to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in an appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Burtness premises and while conducting business related activities off of Burtness premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee’s ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment.

Social Media

Social media (including personal and professional websites, blogs, chat rooms and bulletin boards; social networks, such as Facebook, LinkedIn and Twitter; video-sharing sites such as YouTube; and e-mail) are a common means of communication and self-expression. Because online postings can conflict with the interests of Burtness and its customers, we have adopted the following policy. Breach of this policy may result in disciplinary action, up to and including termination of employment.

Confidentiality and Privacy

Do not disclose confidential or proprietary information, or personal identifying information of anyone at Burtness in online postings or publications. Sharing these types of information, even unintentionally, could result in harm to Burtness and legal action against you or Burtness.

Your Identity Online

You are personally liable for all communications and information you publish online. Burtness may be liable for online activity that uses company assets, a company e-mail address or any e-mail address that can be traced back to our domain, which generally is any internet address affiliated with Burtness. Using your name and a Burtness e-mail address may imply that you are acting on behalf of Burtness. Because social media and networking activities are public, your Burtness e-mail address and Burtness assets should be used only to perform job-related activities, which may include professional networking but do not include personal social networking.

Outside the workplace, you have a right to participate in social media and networks using your personal e-mail address. However, information and communications that you publish on personal online sites should never be attributed to Burtness or appear to be endorsed by or to have originated from Burtness. If you choose to disclose your affiliation with Burtness in an online communication, then you must treat all communications associated with the disclosure as professional communications governed by this and other Burtness policies.

Limitations on Online Publications

Never identify a customer or co-worker in an online posting without his or her prior permission. Obey the law and ethics rules. Do not post any information or engage in any online activity that violates applicable local, state or federal laws, or professional rules of conduct. Identify all copyrighted or borrowed material with citations and links. When publishing direct or paraphrased quotes, thoughts, ideas, photos or videos, give credit to the original publisher or author.

Creating and Managing Content

The BDC Manager must approve any website, blog, chat room, video-sharing site, bulletin board or other social media that promotes Burtness. No employee may incorporate the Burtness logo or other intellectual property in a website, blog, chat room, video-sharing site, bulletin board or other social media without the permission of Burtness.

- If you maintain a website, blog, chat room, video-sharing site, bulletin board or other social media that promotes Burtness, you are responsible for reviewing responses to online posts and resolving any concerns about the propriety of the responses before they are posted.
- If a blogger or any other online participant posts an inaccurate, accusatory or negative comment about Burtness or any of its employees, do not respond to the post without the approval of the BDC Manager or the GM.
- Refrain from publishing comments about controversial or potentially inflammatory subjects, including politics, sex, religion or any other non-business related subjects in any posts or other online communications involving Burtness.
- Avoid hostile or harassing communications in any posts or other online communications involving Burtness. Harassment is any offensive conduct based on a person's race, sex, gender, gender identity, national origin, color, disability, age, sexual orientation, veteran status, marital status, religion or any other status protected by law.
- Nothing in this policy is intended to or will be applied in a manner that limits employees' rights to engage in protected concerted activity as prescribed by the National Labor Relations Act.

Other Rules & Guidelines

To ensure orderly operations and provide the best possible work environment, there are certain standards of behavior that Burtness expects its employees to observe in order to protect the interests and safety of all employees and the dealership.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. We expect all of our employees to behave appropriately, professionally, and always be respectful of other associates, store rules, and customers. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the the workplace
- Horseplay / acting in a manner which may put yourself or others in danger or at risk of injury
- Disruptive activity
- Negligence or improper conduct leading to damage of employer owned or customer owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Disrespectful conduct towards the dealership, other employees, supervisors, customers, or others
- Excessive tardiness or absenteeism or any absence w/out notice
- Unauthorized absence from work station during the day

- Unauthorized use of telephones, mail system, computer system, or other employer-owned equipment
- Unauthorized disclosure of business ‘secrets’ or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

The listing of these infractions and the absence of any other infraction from this list will not limit the right of Burtness to take appropriate disciplinary action, up to and including discharge, whenever, and for whatever reason Burtness deems appropriate.

Compliance

Burtness takes all legal compliance very seriously and as such provides training programs to relevant employees, written outlines and plans, and contracts with outside companies for additional training and compliance measures. In the event you have concerns about your compliance or dealership compliance please see your immediate supervisor, or if necessary, HR for further training and guidance or to express your concerns.

In the event it is discovered an employee is not in compliance with all federal and state regulations after completing relevant training programs, disciplinary action may be taken up to and including termination.

Cash Reporting

At Burtness it is mandatory that all employees comply with the IRS cash reporting laws and regulations.

As a condition of employment, an employee who engages in customer transactions must be knowledgeable of and abide by all IRS cash reporting regulations and follow all policies and procedures concerning cash reporting set up by Burtness. The General manager is responsible for answering customer questions concerning cash reporting.

Environmental Compliance

Burtness complies with all state and federal regulations protecting our environment. As an employee of Burtness you agree to adhere to this dealership standard. Your supervisor will inform you of the laws impacting your specific job and will instruct you regarding compliance procedures.

These areas include but are not limited to:

- Hazardous Materials and Hazardous Waste Management
- Emissions Inspection and Training
- CFC Recycling
- Tank Management
- Volatile Organic Compound (VOC) Emissions
- Industrial Waste Management
- Industrial (Vehicle) Wastewater Management
- Environmental Noises
- Solid Waste Management

Information Security Program (ISP)

Burtness has adopted an ISP to comply with the Gramm-Leach-Bliley Act and FTC Privacy Rule. It is the intent of these rules and our ISP to protect and safeguard customers' non-public information. These measures were undertaken to counter growing concerns about identity theft.

This program restricts the following:

- Unauthorized access to and use of customer non-public information by a Burtness employee.
- The ability of non-employees to obtain non-public information about a Burtness customer while at the dealership.
- The ability of third party providers to have access to non-public information stored within the DMS, or other data bases of Burtness.
- The ability to access the information within the DMS and other computer programs from both Burtness employees and non-employees who are visiting a Burtness location.

A detailed ISP can be found at each location. Contact HR for info about the location at each dealership or for a copy of our ISP.

Identity Theft Prevention Program

Burtness has implemented an Identity Theft Prevention Program in accordance with the Red Flags Rule. The purpose of this program is to detect, prevent, and mitigate identity theft in connection with the opening of a covered account or any existing covered account. For more information or to see the ITPP or the Red Flags Rule binder contact HR.

Other Regulations

Other regulations that Burtness complies with and provides training to relevant employees on include but are not limited to:

- Cash Reporting
- Odometer Fraud
- FTC Used-Car Rule Disclosure
- Credit and Leasing Practices Disclosures
- Unfair and Deceptive Trade Practices Acts
- Truth in Lending/ Consumer Leasing Statues (Regs M & Z)
- OFAC Screening
- CAN-SPAM Act
- Fair Credit Reporting Act
- Information Safeguarding Rules
- Equal Credit Opportunity Act
- FACT Act
- Do not Call Policy

Compliance Training

All Burtness employees go through a multitude of training to ensure they understand the different rules, regulations, and laws they are expected to comply with. These trainings include video training upon hire that repeats annually and covers both general and job-specific training categories, GM or Chrysler Connect training, and more. The department an employee belongs to will determine the necessary training that needs to take place.

Some employees will also be subject to safety training from Acuity, and sales employees will receive additional training on products, services, and warranties through multiple vendors. Regardless of the training taking place, all employees are expected to complete the training in a timely manner and fully comply with the training.

If you have any questions regarding department specific training you should contact your immediate supervisor. For questions related to Mosaic Training contact HR.

Document Retention and Destruction

Employees should make themselves aware of the different rules regarding record retention for deals, credit reports, employee files, and all other dealership documents. Training for relevant document retention rules may be found in your Mosaic Compliance Training modules, the ITPP or Red Flag Rules binder, or other training modules applicable to your position.

All documents containing personal identifiable information, dealership information, or any other safe guarded information should be properly disposed of either by shredding or by placing in a secured shred bin.

If you are unsure if the document you intend to get rid of needs to be properly destroyed, always err on the side of caution and shred or place it in the secured shred bin.

Internet Security

Password Protection Guidelines

- Don't write your password down and leave it out for anyone to find.
- Don't store your password online in a password manager or vault unless approved by your general manager.
- Don't check any box to "remember your password or username" in any application or site.
- Don't use the same User ID and password or similar variations for multiple sites or accounts.
- Never reuse passwords between business, banking, and personal accounts.

If at any time you believe your login for any work account may have been compromised - *immediately* notify your supervisor and the general manager.

Recommended Password Guidelines

- New passwords cannot be password
- New passwords cannot be abc123
- Username cannot appear in password

- First name cannot appear in password
- Last name cannot appear in password
- New password must be at least eight characters long
- New password must contain at least 1 uppercase alphabet (A-Z)
- New password must contain at least 1 special character (!@#\$%&*_+)
- New password must contain at least 1 number (0-9)
- New passwords cannot contain a quote "
- New password cannot contain a single quote '
- Passwords should be different for each site

Internet Usage

Employees are provided computer access for work purposes only. We ask that all employees refrain from visiting unauthorized websites on their work computers. If the website is work related, it is most likely authorized. If the website is not work related, always verify with your immediate supervisor before utilizing.

Social media or other personal networking sites are not permitted while on a company computer, unless utilization is work related. For some employees social media management may be part of their work duties.

If, for whatever reason, you are needing to use a company computer for personal reasons, always ask for permission from an immediate supervisor prior to use.

It is important to keep in mind that we are responsible for protecting our employee and customer information, much of which is now stored on computers. Visiting unauthorized websites or downloading unauthorized files or software may result in security threats to this information. If at any time you believe your computer may become infected with a virus or be a security threat immediately notify a supervisor, Internet Manager, or the IT Company.

Using company internet inappropriately is unacceptable and employee's may be subject to disciplinary action up to and including termination.

All computers are company property, and therefore all records on company computers are company property and may be accessed at any time by the company.

Downloading Files

All files available on the internet represent a potential threat to the security of company, employee, and customer information. Please use discretion when downloading files.

Generally, files from Government sites, healthcare sites, and General Motors are safe.

For all other files or software be sure to speak to the relevant Internet Manager or contact the IT company before downloading.

Files received via email may be especially dangerous. Many email scams are able to make their contact name appear as someone you contact regularly through email. Always check the email address, and be wary of suspicious emails regarding money, threats relating to overdue bills, or requesting confidential information.

If it is discovered an employee is downloading inappropriate files onto company computers an investigation will be held and the employee will be subject to discipline up to and including termination.

Secure Email

Email is to be used for company business only. Confidential company information must not be shared outside of the company, without authorization, at any time.

Keep in mind that the company owns any communication sent via email or that is stored on company equipment. Management and other authorized staff have the right to access any material in your email or on your company computer at any time. Please do not consider your electronic communication, storage, or access to be private if it is created or stored on work systems.

If you need additional information about the meaning of any of this communication, please reach out to your manager or the human resources staff for clarification.

Also be aware of email scams, including phishing. Do not open emails from senders whom you do not recognize. Never open a file from an unknown source or click on a link from an unknown source. Training on phishing and other email scams is provided regularly via GM Connect.

Social Media Marketing

For employees who engage with social media platforms as part of their employment with Burtness it is important to remember that you are representing Burtness, and that all posts and interactions should be consistent with the company's ethics, culture, and values.

In the event we feel that you are not properly representing the company a discussion will be had regarding our expectations and further social media guidelines. Disciplinary action up to and including termination may also be applicable in the event that access to our social media is abused, neglected, not properly used, or we feel you are not capable of representing Burtness in a way that adheres with our ethics and culture.

Employee Social Media

The public image of Burtness (how Burtness is perceived by our business associates, the media, legislators, regulatory agencies, special interest groups, and the general public) is a direct result of the external communication activities of our employees. These external communications can have a significant impact on our business. In order to present the best image of Burtness, it is important that the messages we communicate are consistent with Burtness policies, philosophy, and procedures.

While Burtness has no intention of controlling employee actions outside of work, employees are expected to practice caution and use discretion when posting content on the internet. Burtness will not attempt to access content that has not been made available publicly, however, some actions on personal sites are visible for the entire social networking community and may no longer be considered private matters. In order to maintain a positive public image, Burtness has put in place the following conduct guidelines to protect its brand:

If an employee's personal social media profile associates them with Burtness either directly or indirectly, they are strictly prohibited from:

- Posting statements on behalf of Burtness without authorization or making statements that can be construed as establishing our official position or policy on any particular issue.

- Posting comments and/or material that could be viewed as malicious, obscene, threatening, and/or intimidating or harassment of anyone on the basis of their race, sex, disability, religion or any other status protected by law.

Any employee found to be in violation of this Social Media Policy will receive prompt and appropriate disciplinary action, up to and including immediate termination.

General Practices

Accepting Gifts

Burtness prohibits the receipt of compensation or gifts, including lunch valued at more than \$25, from third parties, except with respect to certain incentive programs that have been pre-approved by the General Manager.

Certain approved programs, such as those from manufacturers we represent, or financial institutions we have a lending relationship with, may pay you directly for achieving certain goals they establish unilaterally. Burtness has no direct interest in these programs. You are responsible for financial implications that result from your participation in these programs (taxes, etc).

If you have any questions regarding whether your participation in an incentive program may violate this policy, please ask your General Manager. Without permission, you should assume that you are not able to participate in the program.

Employee Medical Examinations & Drug Screens

Offers of employment may be conditioned upon the results of a medical examination and / or drug screen. Following employment, and as a continuing condition of employment, Burtness reserves the right to require employees to submit to medical examinations and or drug screens.

Burtness participates in post accident drug screening, and reasonable suspicion drug screening.

Burtness may request a fitness for duty certification from a health provider upon return from a work or non-work related accident for which leave is taken.

Burtness may require medical examinations during employment at any time there are concerns about your physical or mental ability to safely and effectively perform the essential functions of your job. Medical examinations will be required only for job related purposes and will be performed by a physician or health care provider chosen by Burtness.

Burtness will comply with all federal, state, and local laws relating to the confidentiality of medical records. Access to such information will be limited to such persons having a business related need for the information contained in the records.

Workers Compensation

Burtness Chevrolet will provide workers' compensation, a type of accident and injury insurance that

compensates an employee for lost wages, medical expenses and permanent impairment that results from an injury arising out of and in the course of work. Employees must report any work-related injury, illness or disease immediately (or as soon as practicable) to their supervisor and Human Resources. Employees who fail to report work-related injuries in a timely manner may see a reduction or denial of their workers' compensation benefits.

Burtness utilizes Acuity for Workers Compensation claim handling and Workers Compensation Insurance.

Workers or their supervisors will call into Acuity to report the incident / injury and for further guidance on whether or not medical attention is necessary. Acuity is then responsible for determining whether the employee's injury is eligible for workers compensation and for providing payments to the injured worker when necessary.

In the event an employee's injury clearly requires immediate medical attention, the employee will be taken to the necessary facilities and the supervisor will be responsible for notifying Acuity.

If an employee is able to return to work after an injury or illness for which he or she was receiving workers' compensation, the employee must provide documentation from his or her medical provider that either outlines any work-related restrictions or verifies that the employee is able to complete all job-related tasks. In the event that an employee is able to return to work under restrictions, the company will make every reasonable effort to accommodate the employee's work ability and job responsibilities. If and when the medical provider removes all work restrictions, the employee is expected to perform his or her regular duties and will no longer receive workers' compensation benefits.

FMLA leave and workers' compensation leave may be taken concurrently.

Post-accident drug testing is required.

Access to Personnel Files

Personnel records are confidential and are not available to anyone outside of the company, unless you have personally authorized their release. A release may not be necessary when reporting certain information as required by law or when an authorized governmental agency inspects files. Access to employee medical files is governed by HIPAA compliance regulations. To obtain access to your records, contact Human Resources.

Conflicts of Interest

All employees have a duty to further the company's aims and goals, and to work on behalf of its best interests. Employees should not place themselves in a position where their actions or personal interests may be in conflict with those of Burtness. Examples include: soliciting or profiting from the company's client or prospect base or other company assets for personal gain; acting without authority on behalf of Burtness in servicing or obtaining a client; limiting the best solution for the client or prospect for personal financial gain; and acting as a director, officer, employee or otherwise for any business or institution with which Burtness has a competitive or significant business relationship without the written approval of the chief executive officer.

All employees, regardless of outside existing work requirements, are expected to abide by Burtness

scheduling and needs unless arrangements are made prior to employment.

Employees should report to their manager any situation or position (including outside employment by an employee or any member of an employee's immediate household) which may create a conflict of interest with Burtness.

Employment Reference Checks

The HR Department will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, position(s) held, and whether they are eligible to be rehired.

No other employee is authorized to provide references for any employee or former employee, and may not do so without the permission of the General Manager.

A request for referral or applicant evaluation may be granted at the discretion of the General Manager if the employee or former employee gives advance notice.

Family Medical Leave Act (FMLA)

As an employee of Burtness, you may be eligible to take unpaid family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. An FMLA summary that is based on the Department of Labor's (DOL's) model notice is attached to this policy and further explains the FMLA. If you have questions regarding the FMLA, please contact Human Resources.

Eligibility

To be eligible for leave, you must have been employed by the Company for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, you must work in an office or work site where 50 or more employees are employed within 75 miles of that office or work site.

Amount of Leave Available

Eligible employees may take up to a total of 12 weeks of FMLA leave within a 12-month calendar period running from January 1st to December 30th:

- o The birth of an employee's newborn child or the placement of a child with the employee for adoption or foster care
- o To care for the employee's spouse, child or parent with a serious health condition
- o The employee has a serious health condition that makes him or her unable to perform the functions of his or her job
- o A qualifying exigency that arises because the employee's spouse, child or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)

Where leave is taken to care for a covered service member with a serious injury or illness, a spouse, child, parent or next of kin may take up to 26 weeks of unpaid FMLA leave during a single 12-month period. Eligible employees are limited to a total of 26 workweeks of FMLA-protected leave during that 12-month

period. For example, an employee cannot take 26 workweeks of FMLA leave to care for a covered service member and then take 12 more weeks for other FMLA qualifying reasons.

Under the federal FMLA, spouses employed by the Company are jointly entitled to a combined total of 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care and to care for a parent who has a serious health condition. The federal FMLA does not cover care for parents-in-law. Spouses employed by the Company are jointly entitled to a combined total of 26 weeks of leave to care for a covered service member.

Types of Leave Available

Birth or Placement for Adoption or Foster Care: FMLA leave is available to eligible male and female employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement. This type of leave may not be taken intermittently or on a reduced schedule unless the Company agrees to this request. See below for more details on non-continuous leave.

Serious Health Condition of Employee: If, as an eligible employee, you experience a serious health condition as defined by the FMLA, you may take medical leave under this policy (see “Definitions” for the definition of serious health condition).

A serious health condition generally occurs when you:

- o Receive inpatient care in a hospital, hospice or nursing home
- o Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a healthcare provider
- o Have a history of a chronic condition that may cause episodes of incapacity

The following provisions apply to leave for the serious health condition of an employee:

- o Non-continuous leave—Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- o Certification process—The need for leave must be documented by your treating health care provider through our medical certification process (see below).
- o Fitness-for-duty statement—A fitness-for-duty statement will be required in order for you to return from a medical leave. Failure to provide the statement will result in a delay in your return to work.

Serious Health Condition of Immediate Family Member: If, as an eligible employee, you need family leave in order to care for your child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take a leave under this policy.

- o Non-continuous leave—Leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- o Certification process—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Qualifying Exigency Because of Active Duty: If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty in the Armed Forces (including the National Guard or Reserves), or has been notified that he or she will be called or ordered to covered active duty in the Armed Forces (including the National Guard or Reserves), you may take family leave under this policy. The leave may also be extended to the family members

of certain retired military. (See “Definitions” for a definition of qualifying exigency)

- o Non-continuous leave— Family leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once, intermittently or on a reduced leave schedule (see below).
- o Certification process—The need for leave must be documented through our certification process (see below).

Service Member Family Leave: If, as an eligible employee, you need family leave to care for a covered service member who is your spouse, child, parent or next of kin and 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, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of covered service member and serious injury or illness)

An eligible employee may take service member family leave to care for a covered veteran who is the employee’s spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. (See “Definitions” for a definition of covered veteran)

- o Non-continuous leave—Service member family leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- o Certification process—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Notifying the Company of the Need for Family or Medical Leave

Generally, an application for leave must be completed for all leave taken under this policy. A non-emergency leave should generally be requested from Human Resources at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin. In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay or denial of leave. It is your responsibility to notify your manager and Human Resources of absences that may be covered by the FMLA.

You must provide sufficient information regarding the reason for an absence for the Company to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance or similar matters.

Medical Certification Process

In addition to an application for leave, you will be required to complete a medical certification form when leave is for a family member’s or your own serious health condition. The certification form needs to be signed by the health care provider. These forms are available from Human Resources. Second or third certifications from health care providers and periodic recertification at your expense may be required under certain circumstances.

We may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

Military Family Leave Certifications

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member’s active duty orders or other military documentation may also be required to substantiate your need for

FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

Substituting Paid Leave for Unpaid Leave

Federal FMLA leave is unpaid. Burtness requires you to utilize all PTO before moving to unpaid leave. The absence will be counted against your entitlement to FMLA leave under this policy and will not extend your leave. In other words, you are using your paid leave concurrently with your FMLA leave.

Non-Continuous Leave

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent possible, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member or a covered service member, you may be required to transfer temporarily to an available alternative position offered by the Company for which you are qualified and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits, but will not necessarily be assigned the same duties in the alternative position. This provision may also apply if Burtness approves a non-continuous leave for the birth of a child or the placement of a child for adoption or foster care.

Benefit Continuation during Leave

The Company will maintain your group health plan coverage and certain other employment benefits (such as group life insurance, AD&D insurance and health and dependent flexible spending accounts) during your FMLA leave on the same terms as if you had continued to work, if these benefits were provided to you before the leave was taken. You will be required to pay your regular portion of premiums – contact Human Resources for an explanation of your options.

In some instances, the Company may recover premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

Returning to Work

If the reason for FMLA leave is for your own serious health condition, you will be required to present a fitness-for-duty certification immediately upon return to work.

If you wish to return to work before the scheduled expiration of FMLA leave, you must notify the Company of the change in circumstances as soon as possible, but no later than two working days prior to your desired return date.

If you exhaust all leave under this policy and are still unable to return to work, you must notify Burtness as soon as possible. Your situation will be reviewed to determine what rights and protections might exist under other company policies.

Rights upon Return from Leave

Upon return from family or medical leave, you will be returned to the position you held immediately prior to the leave, if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits and other terms and conditions of employment.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

Definitions

“Spouse”—A husband or wife as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into. This definition also includes an individual in a same-sex or common law marriage that was entered into in a state that recognizes these marriages. An opposite-sex, same-sex or common law marriage that was entered into outside of any state will be recognized if the marriage is valid in the place where it was entered into and the marriage could have been entered into in at least one state.

“Parent”—A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.

“Child”—A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family leave, the child does not have to be a minor (under the age of 18) and can be of any age.

- o “Incapable of self-care”—The child requires active assistance or supervision to provide daily self-care in three or more “activities of daily living,” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.

- o “Physical or mental disability”—A physical or mental impairment that substantially limits one or more major life activities of the individual.

“Covered Service Member”—A member of the armed forces, including a member of the National Guard or Reserves, 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.

“Covered Veteran”—An individual who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

“Next of Kin”—Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent or child.

“Serious Health Condition”—Illness, injury, impairment, or physical or mental condition that involves:

- o Inpatient care in a hospital, hospice or residential medical care facility.

- o A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by or under the

orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity.

- o Any incapacity due to pregnancy or for prenatal care.
- o Chronic conditions requiring periodic treatment by or under the supervision of a health care provider, which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (for example, asthma, diabetes and epilepsy).
- o Permanent or long-term conditions requiring supervision for which treatment may not be effective (for example, Alzheimer's, a severe stroke or the terminal stages of a disease).
- o Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

“Serious Injury or Illness”—can be:

- o In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- o In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran and is:

A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating;

A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for service member family leave;

A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying Exigency”—includes:

- o Short-notice deployment (seven days or less)
- o Military events and related activities
- o Child care and school activities
- o Financial and legal arrangements
- o Counseling

- o Rest and recuperation (up to 15 days)
- o Post-deployment activities
- o Parental care
- o Additional activities agreed to by the Company and the employee

More Information

Please contact Human Resources for additional information.

Personal Data Changes

Every employee is responsible for promptly notifying Burtness HR Department or your Office Manager of any changes in personal data. This includes, but is not limited to: telephone numbers, number and names of dependents, emergency contacts, personal mailing address, direct deposit info, and more. If your personal data changes at any time, please inform us at your earliest convenience. Note: Address changes are especially important for the purpose of W-2's. If we do not have an up to date mailing address when it is time to mail out W-2's you may not receive a W-2 in the mail.

Direct Deposit

We require that all employees have their paychecks deposited directly into their account at a financial institution. Direct deposit saves our employees the hassle of taking their check to the bank and eliminates the risk of misplacing paychecks. Employees will receive on payday a written statement that looks like a paycheck, but it is simply a pay stub.

If you do not have an account setup for direct deposit we ask that you set one up before your first payday. If you have any questions regarding this policy please contact your GM or HR.

Paydays

All employees are paid bi-weekly. For Orfordville employees, the pay period begins on a Thursday and ends on the following Wednesday. Employees are then paid on the second Friday of the pay period. Each paycheck will include earnings for all the work performed through the end of the previous payroll period. For Whitewater employees the pay period runs Monday - Sunday. You are paid bi-weekly on the Friday following the second pay period.

In the event that a Holiday falls on a Thursday or Friday of a scheduled pay week payroll will be deposited into the employees account the following Monday.

For employees who earn commission or receive a performance related bonus - your bonus will be paid separately and will be paid no later than the 14th of the following month.

Timekeeping

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require Burtness 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.

Non-exempt 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.

Altering, falsifying, or tampering with time records, failing to accurately report one's time, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Overtime

When operating requirements or other needs cannot be met during regular working hours, employees will be given the opportunity to volunteer for overtime work assignments. All overtime work must receive the supervisor's prior authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work. We reserve the right to require overtime if volunteers are not available.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

Pay periods run from Thursday to the following Wednesday.

Substance/Alcohol Abuse Policy, Drug Testing

Burtness believes that its employees are the Company's most valuable resource and for that reason, the health and safety of all employees is of paramount concern. Burtness is firmly committed to the prevention of employee alcohol and drug abuse. The nature of the industry requires that all employees be in a condition to perform their jobs safely and efficiently, free from any impairment caused by alcohol or drugs. For these reasons, the following rules and regulations have been adopted:

1. The use of alcohol or illegal drugs by employees during working hours or on the job site or on Company property is absolutely prohibited. Any violation of this policy will result in disciplinary action, up to and including immediate discharge.

a. The term "use" means consuming, possession, distributing, concealing, agreeing, or arranging to buy or sell, being under the influence or reporting for duty under the influence of alcohol or drugs to any degree.

b. The term "alcohol or illegal drugs" means any form of alcohol or other intoxicating beverage, and any controlled substance covered by the federal Controlled Substances Act, 21 USC 801 et seq., for which the person tested does not submit a valid pre-dated prescription.

c. Any employee who is taking a prescription drug that may affect your ability to safely perform the job should advise management beforehand in order to determine whether any work restrictions are appropriate and to avoid misunderstandings.

d. On company property includes buildings, parking lots and adjoining property under the jurisdiction of Burtness. Also included are Company vehicles and personal vehicles when being used for Company business.

2. Employees must report for work fit for work; i.e., free from the influence of alcohol and/or illegal drugs. If there is reasonable cause to believe that an employee is in violation of this policy, the employee may be subject to substance screening. Refusal to submit to such screening will be considered an act of insubordination and will result in disciplinary action, up to and including discharge.

a. Substance screening means testing of blood, urine, breath, saliva or otherwise as reasonably deemed necessary to determine possession or impairment, and the completion of a substance use questionnaire.

b. An employee will be considered “under the influence” of alcohol when a blood alcohol content of .04 or more is measured. Test results of .02 or greater shall cause an employee to immediately be removed from driving or any other safety-sensitive function for at least 24 hours. An employee will be considered “under the influence” of illegal drugs when the employee has the drug in his or her system.

3. For the purpose of this policy, reasonable cause means any set of circumstances that would lead a reasonable person to believe that an employee is in violation of this policy, including, but not limited to:

a. Firsthand observation of a violation.

b. Reliable reports of a violation.

c. Possession of alcohol or drugs or related paraphernalia.

d. Involvement in an accident or other mishap.

e. Physical or verbal altercation.

f. Slurred speech.

g. Red or bloodshot eyes.

h. Inability to walk a straight line or perform simple acts of physical dexterity.

i. Odors in employee’s immediate area or on employee’s breath.

j. Highly unusual or strange behavior consistent with alcohol or drug use.

k. Statements by employees or witnesses.

l. Unexplained absence from workstation.

m. Information from public records, including court proceedings.

n. Any other reliable information or physical evidence of drug or alcohol abuse.

4. In case of a workplace accident and/or injury, each incident will be fully investigated and if it is determined that there is probable cause of impairment that led to the incident, employees will be required to submit to an impairment screening. The probable cause will be at the discretion of the person or persons investigating the incident. Refusal to submit to such screening will be considered an act of insubordination and will result in disciplinary action, up to and including discharge.
5. The illegal use of alcohol or drugs off duty and off Company premises is not acceptable because it can affect on-the-job performance and public / customer confidence in the Company's ability to meet its duties.
6. The Company shall take reasonable measures to safeguard the privacy of employees in connection with this policy, including maintaining the confidentiality of employees who come forward to discuss alcohol or drug use affecting them. All employees of Burtness shall abide by the terms of this policy as a condition of employment.

Administrative Pay Corrections

Burtness takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and are paid promptly on the scheduled payday. At the conclusion of each pay period, you will be given an opportunity to review your timesheet for the preceding time period. Review it closely as the hours reported is the basis for the amount of your next paycheck.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the Department Manager so that corrections can be made as quickly as possible.

Telecommuting

Telecommuting allows employees to work at home, on the road, or in a satellite location for all or part of their workweek. Burtness considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others.

Procedures

Work from home is a privilege. In the event we feel that working from home is negatively affecting your ability to perform your job we will require that you return to the office. We will try to provide as much advance notice as possible when making the transition from in-office work to work from home and vice versa.

You are responsible for all equipment provided. See our company equipment policy. All equipment is expected to be maintained and cared for. If you require any maintenance on your company provided equipment or are experiencing technical issues let your supervisor know right away. Upon termination all company property must be returned to the company immediately. Your immediate supervisor is responsible for tracking all equipment in your possession.

Please continue to be aware that computers and other electronic devices are company property, and as such all records from those devices are company property and are subject to investigation. We provide equipment with the expectation that its use will be limited to business purposes only.

If you are in need of regular office supplies such as pens, paper, etc let the office know and it will be ordered with regular supply orders, or if you choose to pick up office supplies on your own please do a separate transaction for office supplies only and submit your receipt to the office for reimbursement.

You are expected to be available during your regularly scheduled hours. You will be expected to respond to any and all company / business related correspondence in a timely manner. You may also be required to come into the office as necessary. We will try to give as much advance notice as possible when you are needed in store. If you will be unavailable during your regular work day for any reason let your supervisor know in advance.

You are responsible for tracking your hours worked. That means tracking time worked, break times, and any other time. You are still required to get pre-approval for any overtime, and it is still expected that you will take your regular lunch breaks. All work time reports must be submitted directly to payroll personnel for record keeping purposes.

Security

Consistent with our expectations of information security within the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

Motor Vehicle Record Inquiry

In order to operate vehicles for Burtness you are required to have a current driver's license and an acceptable driving record. A copy of your driver's license will be taken at orientation and your driver's license number will be turned in to our insurance company where a driving record check will be performed.

If at any time during your employment you lose your driving privileges and your job requires you to operate a vehicle, you must report that loss to your supervisor immediately.

Pay Deductions & Setoffs

As an employee of Burtness, you are responsible for paying federal, state and local taxes. This includes income, Social Security and Medicare taxes. These taxes will be automatically withdrawn from each of your paychecks at a rate that is determined by the number of deductions you claim on the W-4 Form.

You are also eligible to receive benefit coverage. Should you choose to enroll in the offered benefits program, you will be required to pay a portion of the premium cost. Your total annual contribution cost for the coverage you select will be divided by the number of pay periods in the Plan Year to determine the amount that

will be deducted (on a pre-tax basis) from each of your paychecks.

The employment taxes and voluntary deductions described above will continue to be deducted from your paycheck until changes are made to the number of deductions you claim, or until you change your benefit elections. There is a possibility, however, that your contributions for Medical and Dental Insurance Benefits will be automatically increased or decreased for changes.

Pay setoffs are pay deductions taken by Burtness, usually to help pay off a debt or obligation to Burtness or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor can assist in having your questions answered.

Travel Time for Training & Business Travel Expenses

Travel time for mandatory training for exempt employees is an expected job duty and there is no additional compensation for this travel time even though mileage will be reimbursed if a personal vehicle is used for the travel.

Travel time for mandatory training for non-exempt (hourly) employees is compensable in certain circumstances. You will be compensated at your hourly rate for time spent:

Traveling (as a passenger or driver) from your home to training on a one-day trip (not overnight).

Traveling from your home to training on an overnight trip but only during those hours that coincide with your regularly scheduled working hours (e.g 8am to 5pm) even if it occurs on a non-working day.

Any airfare / bus fare / rental vehicle required for traveling will be covered. In the event you will be driving to a training you may be eligible for gas/ mileage reimbursement or a loaner vehicle. Speak to your supervisor prior to travel to see if you are eligible.

In the event that traveling results in meal costs you will need to save all of your receipts from meal purchases for the duration of your travel. It is highly recommended you sit down with your immediate supervisor prior to travelling to discuss what expenses will and will not be covered and what documentation is required for expenses to be reimbursed.

For more information about paid travel time for training you should speak to your immediate supervisor.

Work Schedules

All employee work schedules are predetermined by their immediate supervisor. Scheduling should be discussed prior to your first day. Any scheduling conflicts should have been discussed prior to being hired. In the event a new scheduling conflict arises you will need to speak with your immediate supervisor about possible accommodations. See the Attendance & Punctuality policy for more information in regards to expectations around scheduling.

Emergency Closings

Emergencies such as fires, power failures, or severe weather can disrupt dealership operations as well as endanger employees' well being. These circumstances may require the closing of a work facility. During times of emergency, Burtness will inform all employees whom to contact to receive updates regarding

which locations are or may be affected.

We have adopted the following policy in the event the dealership must close due to an unavoidable emergency:

- If your GM delays the scheduled opening of your store and it was a scheduled workday for you, you will be paid your holiday hourly rate for four hours. If the store subsequently opens on that day, you may voluntarily return to work and be paid for those hours that you work in addition to the 4 hours paid to you in accordance with the foregoing. This policy is effective for up to two days per event.
- If your GM closes your store during the course of a day for which you have already reported to work, in addition to the hours you work that day you will be paid your holiday hourly rate for the balance of your scheduled shift, up to four hours.
- If your store remains closed for more than two consecutive days, you will be eligible for payment from the proceeds, if any, designated for payroll from our business interruption insurance carrier.
- Exempt employees continue to receive their normal salary for the pay period during which the emergency closing occurred, and will be paid for up to one additional bi-weekly period if the store remains closed for an extended period.

In cases where the dealership is officially open, employees who fail to report to work will not be paid for time off. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay plus a bonus determined at the discretion of the GM.

Security Inspections

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

Desks, lockers, and other storage devices may be provided for the convenience of employees, but remain the sole property of Burtness. Accordingly, with the GM's approval, any agent or representative of Burtness may inspect them, as well as any articles found within them, at any time, either with or without prior notice.

Reporting & Discipline for Violations

All violations or possible or perceived violations should be reported immediately to supervisors, managers, or HR. Violations include discussions of Burtness and its employees and customers related to proprietary information, and any unlawful activity related to blogging or social networking, any violence, or threat of violence, and any concerning items that you believe may impact your own or any other employee's safety or well being.

We will investigate and respond to reports of violations. Disciplinary action will be dependent upon the results of the investigation and the severity of the violation. In some cases disciplinary action may be termination. Burtness reserves the right to take legal action where necessary.

Workplace Safety

Workplace Monitoring

Workplace monitoring may be conducted by Burtness 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.

Computers furnished to employees are the property of Burtness, and as such, are subject to monitoring and remote access, as well.

Burtness may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

All workplace monitoring is done in an ethical and respectful manner.

Workplace Violence Prevention

Burtness is committed to preventing workplace violence and to maintaining a safe work environment for all employees, customers, and outside business associates.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, horseplay, or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Burtness without proper authorization from your GM.

Conduct that threatens, intimidates, or coerces another employee, a customer, or member of the public at any time, including off duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence you should be as specific and detailed as possible.

Burtness will promptly and thoroughly investigate all reports of threats and/or violence and of suspicious individuals or activities. The identity of the reporting employee will be protected as much as is practical. In order to maintain workplace safety and the integrity of the investigation, Burtness may suspend employees, with or without pay, pending investigation.

Anyone responsible for threats of or actual violence or other conduct that is violation of these guidelines will be subject to prompt disciplinary action up to and including termination or employment.

Burtness encourages employees to bring their disputes or differences with other employees to the attention of their supervisors before the situation escalates into potential violence.

Safety

The prevention of accidents and maintenance of safe working conditions is the shared responsibility of Burtness and its employees. Burtness complies with all requirements of federal, state, and local safety regulations to ensure a safe work environment. Supervisors will provide employees with information related to Burtness safety rules and requirements. Employees are expected to cooperate with all safety regulations and rules.

All employees working around potentially dangerous equipment or hazardous materials must use appropriate safety and personal protective equipment. Employees should check with their supervisor if they have any questions about the safety and personal protective equipment to be used or about the hazardous nature of materials they use in performing their jobs.

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, who cause hazardous or dangerous situations, or who fail to report and/or 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 should immediately notify a supervisor or HR.