

EMPLOYEE HANDBOOK

WISCASSET



L I N C O L N

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WELCOME TO OUR COMPANY!

Starting a new job is exciting, but at times can be overwhelming. This employee handbook has been developed to help you become acquainted and answer many of your initial questions.

As an employee of our company, the importance of your contribution cannot be overstated. Our goal is to provide the finest-quality products and services to customers and to do this more efficiently and economically than our competitors. By ensuring that our customers' are enthusiastically satisfied, they will continue to do business with us and will recommend us to others. In other words, we must give our customers value for the dollars they are spending.

You are an important part of this process for your work directly influences our company's reputation.

This employee handbook explains our personnel policies and benefits as well as the specific opportunities and responsibilities that exist for you within our Company. In an effort to be responsive to the needs of a growing organization, changes or additions to this handbook will be made when necessary. We will keep you informed when these changes are made. If you would like to suggest a change, please feel free to do so. You may either give your suggestion to your supervisor personally or mail anonymously.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Sincerely,

Frank Fassett

Wiscasset Ford

SECTION #1

THE WAY WE WORK

A WORD ABOUT THIS HANDBOOK

The policies outlined in this booklet should be regarded as management guidelines only, which in a developing business will require changing from time to time. Our company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to our employees and Our Company. This handbook supersedes and replaces all prior handbooks, policies, procedures and practices of our company.

This employee handbook also summarizes the current benefit plans maintained by our company. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents will be controlling rather than the summaries contained in this handbook. The employee handbook (and other plan documents) are not contractual in nature and do not guarantee any continuation of benefits.

Our Company adheres to the policy of employment-at-will, which permits the Company or the employee to end the employment relationship at any time, for any reason. Neither the policies contained in this employee handbook, nor any other written or verbal communication by a manager, are intended to create a contract of employment or a warranty of benefits. The policies contained in this handbook may be added to, deleted or changed by the Company in its sole discretion, except that we will not modify our policy of employment-at-will in any case.

AIDS IN THE WORKPLACE

We will not discriminate against any employee on the grounds that (s)he has AIDS, has tested positive for HIV or AIDS-related complex or has been suspected of having AIDS. Such discrimination is not permitted in hiring, firing, promotions, demotions, transfers, job assignment, compensation or any other employment-related decision.

In the event, an AIDS-afflicted employee becomes disabled as a result of his/her disease, (s)he will be treated consistently with our benefits policies.

AMERICANS WITH DISABILITIES ACT

Our company is committed to providing equal employment opportunities to otherwise qualified individuals with disabilities, which includes providing reasonable accommodations whenever necessary. If you require a reasonable accommodation because of a disability, please contact the H.R. Director. Upon doing so, the office H.R. Director may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. In addition, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. We will keep all medical information confidential and disclose it only to those with a need to know.

CATEGORIES OF EMPLOYMENT

EMPLOYMENT AT WILL: All employment, compensation, and benefits with Wiscasset Ford is “at-will,” which means that both the company and our employees are free to terminate the employment relationship at any time, for any reason or for no reason, with or without cause or notice. All employees are considered to be employed at-will, unless they have a written employment agreement signed by the Owner of the company.

All employees are also classified as full-time, part-time or temporary, and as “exempt” or “non-exempt.” Descriptions of these categories follow:

FULL-TIME EMPLOYEES: regularly work a 40-hour workweek and are eligible for our fringe benefits package in accordance with their position and length of employment.

PART-TIME EMPLOYEES: regularly work 30 hours or more each week and are eligible for certain fringe benefits, based on their position and length of employment.

TEMPORARY: On occasion, the company may require temporary help for specific periods of time for the completion of a specific project. The parameters of the temporary positions will be defined on an individual basis. Temporary employees are not eligible for fringe benefits described in this Handbook, except to the extent required by law.

EXEMPT AND NON-EXEMPT: At the time of hire, promotion, or transfer, employees are classified as either “exempt” or “non-exempt” from overtime laws. As provided by law, exempt employees are not entitled to overtime pay for hours worked that exceed forty (40) hours per week; non-exempt employees are entitled to overtime pay for hours worked that exceed forty (40) hours per week.

A WORD ABOUT OUR EMPLOYEE RELATIONS PHILOSOPHY

We are committed to providing the best possible climate for maximum development and achievement of goals for all employees. Our practice has always been to treat each employee as an individual. We have always sought to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we do our best to provide a workplace that is comfortable and progressive. Most importantly, we strive to have a workplace where communications are open and problems can be discussed and resolved in a mutually respectful atmosphere taking into account individual circumstances and the individual employee.

We firmly believe that by our communicating with each other, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

EQUAL EMPLOYMENT OPPORTUNITY

Our company is committed to the full utilization of all human resources and to a policy of equal employment opportunity. Our Company will not discriminate against employees or applicants for employment on any legal-recognized basis including, but not limited to, veteran status, race, color, religion, sex, marital status, national origin, ancestry, creed, sexual orientation, physical or mental disability or age.

In addition, the use of tobacco products outside of the workplace shall not be cause for discrimination against an employee or an applicant for employment.

You may discuss equal employment opportunity related questions with the H.R. Director or any other member of management.

NEW EMPLOYEE ORIENTATION

Upon joining our company, you were given this copy of our employee handbook. After reading this employee handbook, you will sign the receipt page and return it to your supervisor or the H.R. Director. You will also complete personnel, payroll and benefit forms.

Your supervisor is responsible for the operations of your department and (s)he is a good source of information about the Company and your job. If you have any questions about your job or the contents of this handbook, please ask your supervisor and/or the H.R. Director.

NON-HARASSMENT

It is our policy to prohibit harassment of one employee by another employee or supervisor on any basis including, but not limited to, veteran status, race, color, religion, marital status, national origin, sex, sexual orientation, ancestry, creed, physical or mental disability and/or age.

Employees also may not be harassed because they choose to use tobacco products outside the workplace.

The purpose of this policy is not to regulate our employees' personal morality. Rather, it is to assure that, in the workplace, no employee harasses another.

While it is not easy to define precisely what harassment is, it certainly includes slurs, epithets, threats, derogatory comments, unwelcome jokes and teasing.

Any employee who feels that (s)he is a victim of such harassment should immediately report the matter to the H.R. Director, any of the office managers, or any of the owners. Our company will investigate all such reports as confidentially as possible. Adverse action will not be taken against an employee who reports or participates in the investigation of a violation of this policy. Violations of this policy may result in disciplinary action, up to and including discharge.

SEXUAL HARASSMENT

Sexual harassment occurs when an employee, customer, third-party vendor, or manager engages in any sexual or offensive conduct where submission to such conduct is made either explicitly or implicitly a term or condition of employment; where submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or where the conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment. Employees are prohibited from bringing into the workplace or displaying any written materials or pictures that are sexually suggestive or offensive in nature. Any employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.

Any employee who believes (s)he is a victim of sexual harassment should report the act immediately to the H.R. Director, any of the office managers, or any owners.

1. Any employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated.
2. Any employee who believes that (s)he is a victim of sexual harassment should report the act immediately in writing to his/her manager. If you prefer not to discuss the matter with your manager, you may directly report in writing to any other member of management or any of the owners.
3. The company will investigate every reported incident immediately. Any employee, supervisor or agent of the company who has been found to have sexually harassed another employee may be subject to appropriate disciplinary action, up to and including immediate discharge.
4. The company will conduct all investigations in a discreet manner. The Company recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will continue to act responsibly.
5. The reporting employee and any employee participating in any investigation under this policy has the company's assurance that no reprisals will be taken as a result of a sexual harassment complaint. Rather, it is our policy to encourage discussion of the matter to help protect others from being subjected to similar behavior. By reporting incidents of harassment and participating in investigations in good faith, but we reserve the right to discipline employees, up to and including termination of employment, if an employee makes a frivolous or bad faith report of harassment or participates in a harassment investigation in bad faith.

Employees are also able to complain to the relevant state and federal agencies that accept claims of harassment to the addresses below:

The United States Equal Employment
Opportunity Commission ("EEOC")
One Congress Street, 10th Floor
Boston, MA 02114
(617) 565-3200

Maine Human Rights Commission
51 State House Station
Augusta, ME 04333-0051
(207) 624-6050

TALK TO US

We encourage you to bring your questions, suggestions, and complaints to our attention. Careful consideration will be given to each of these in our continuing effort to improve operations.

If you feel you have a problem, please present the situation to your manager so that the problem can be settled by examination and discussion of the facts. We hope that (s)he will be able to satisfactorily resolve most matters.

Your suggestions and comments on any subject are important to us so we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

SECTION #2

**YOUR PAY AND
PROGRESS**

BONUS INCENTIVES

I understand that all other Sale, Part, Service, or Department Management Bonus Incentives are calculated and paid to the qualified employee. In order to qualify and receive a bonus incentive I must complete the sale of a vehicle, part or service with the customer and the invoice must be closed.

I acknowledge that the Company has the right to adjust the manner in which bonus incentives are determined upon prior notice to qualified personnel.

Non regular special bonuses will not have 401(k) withheld from them. If you wish to have 401(k) withheld from a non regular bonus please notify the H.R. Director in Writing.

METHOD OF COMPENSATION

You have the option of receiving a payroll check or using the direct deposit feature of our payroll plan.

The direct deposit program means that funds will be deposit automatically into your bank account on payday and considered by your bank to be collected funds, gaining access to them immediately. We encourage all employees to take advantage of this program.

Contact the H.R. Director or Office Manager for additional details or to answer any questions.

OVERTIME

There will be times when you will need to work overtime so that we may successfully meet the needs of our customers. Non-exempt employees must have all overtime approved in advance by their supervisor.

Non-exempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked in excess of 40 hours in a work week. Exempt employees are not eligible for overtime pay.

Only actual hours worked count towards computing weekly overtime. Holidays, vacation, sick/personal days and other time away from work do not count toward hours worked for purposes of computing overtime.

PAY ADVANCES

Pay advances will not be granted to employees.

PAY RAISES

Depending upon your performance and our dealership's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

PAYDAY

You will be paid weekly on Friday. The pay week ends on Monday of the current week at all our dealerships. When our payday is a holiday, you normally will be paid on the last working day before the holiday.

PAYROLL DEDUCTIONS

A. Payroll Deductions for All Employees

The Company is required by law to make certain deductions from your paycheck, including federal income taxes and your contribution to social security. The Company may also be required to make deductions from your paycheck pursuant to a federal or state agency or court order, such as for child support. These deductions will be itemized on your check stub. The Company may make additional deductions for insurance and other purposes to benefit the employee. Arrangements for these voluntary deductions can be made with the Office Manager.

Under Maine law, the Company may not deduct an employee's wages for any reason other than for:

- The payment of a loan, debt or advance made to the employee for the employee's benefit;
- The payment of any merchandise purchased from the employer;
- Sick or accident benefits;
- Life or group insurance premiums, excluding compensation insurance, which the employee has agreed to pay; and
- Rent, light or water expense of a company-owned house or building.

As permitted under Maine law, when the Company has erroneously overcompensated an employee, the Company may not withhold more than 10% of the net amount of any subsequent pay without the employee's written permission, except that if the employee voluntarily terminates employment, the Company may deduct the full amount of overcompensation from any wages due. For purposes of this provision, "overcompensation" means any compensation paid to an employee that is greater than that to which the employee is entitled under the compensation system established by the Company, but does not include fringe benefits, awards, bonuses, settlements or insurance proceeds in respect to or in lieu of compensation, expense reimbursements, commissions or draws or advances against compensation.

B. Payroll Deductions for Salaried Exempt Employees

The Company complies with all federal and state laws with regard to deductions from paychecks, including deductions from the salaries of exempt employees. In accordance with the laws, salaried employees receive a predetermined salary which is not subject to reduction because of variations in the quality or quantity of work performed and is not subject to reduction for absences requested by the Company or due to the operating requirements of the Company. The Company recognizes that under federal and state law, there are only limited times when a salaried employee's salary can be subject to deductions.

The Company prohibits deductions from salaries that are inconsistent with the status of an exempt employee. Employees should note that salaries are subject to modification from time to time, such as at evaluation time, when an employee's position or responsibilities change, and at other appropriate times. Employees should also note that it is permissible for an employer to apply earned leaves and other forms of paid time off to full-day absences for personal reasons, sickness, or disability, and that applying paid time is not considered a deduction from salary.

C. Questions Regarding Paychecks and Deductions

If you have any questions or concerns about your paycheck or any deductions from your pay, please contact the Human Resource Director as soon as possible. If you do not receive a prompt response or are dissatisfied in any way with the response you receive, you should feel free to contact The Office Manager.

Questions and concerns regarding pay and deductions will be investigated and addressed promptly. If there has been an error, such as a deduction made in error, the employee will receive a corrected check or a check reimbursing the employee for the error, whichever is more practicable under the circumstances.

Employees should feel free to communicate any questions or concerns regarding pay or deductions. The Company will not tolerate retaliation against employees who have expressed concerns using this procedure.

RECORDING YOUR TIME

You are required to maintain an accurate record of all time worked.

All employees must record their hours using the electronic time clock

Any exceptions must be in writing from your immediate supervisor. No employee may record another employee's hours for any reason. Employees who do so will be subject to discipline, up to and including termination of employment.

VEHICLE SALES AGREEMENT

I understand that I will be paid on a "commission" basis. Each week I will receive the minimum wage for hours worked. Each week, the Company will calculate my commission earnings *net* of the minimum wage amount. I will then be paid my net commissions at the end of each week. Negative draws (a situation where the minimum wage paid exceeds commissions earned) will be dropped for the start of the new weekly pay period.

My commission will be calculated in accordance with the Salesperson's Compensation Payment Program. I may see the sales manager for an explanation of this program.

I further understand that a commission is not owed until the vehicle is delivered. In order to receive a sales commission for a vehicle I must be the one to make the sales and delivery of that vehicle.

I acknowledge that the Company has the right to adjust the manner in which commissions are determined upon prior notice to sales personnel.

SECTION #3

**TIME AWAY FROM
WORK**

BEREAVEMENT

You are entitled to take up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family. (A parent, spouse, children, brother or sister.) Only regular full-time employees are eligible for paid funeral leave.

With your manager's approval, you may take up to one full day without pay to attend funerals of other relatives and friends. If you prefer, unused personal leave or a day of earned vacation may be used for this purpose.

Paid time under this policy is given over and above any time allowed and earned under our Personal Leave policy.

Pay for a funeral leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid funeral leave.

An excused absence for family death may not be retroactive, postponed or split.

HOLIDAYS

Our Company normally observes six holidays during the year. They are:

- New Year's Day*
- Memorial Day*
- Fourth of July*
- Labor Day*
- Thanksgiving
- Christmas

Full-time and part-time, non-sales, non-salaried regular employees are eligible for paid holidays after completing 60 days employment.

Part-time employees are eligible for holidays pay in proportion to the number of hours they normally would be scheduled to work.

You must work your scheduled workday before and after the holidays in order to be paid for the holiday, unless you are absent with prior permission from your supervisor.

*All sales departments are open. Any clerical or mechanical support staff will be paid for the time worked and will receive holiday pay.

JURY DUTY

Employees who are summoned for jury duty will be granted paid leave the days that they are required to sit on a jury panel.

You should make arrangements with your supervisor as soon as you receive your summons. You are expected to return to your job if you are excused from jury duty during your regular working hours.

MILITARY LEAVE

Employees who are required to serve in any branch of the Armed Forces of the United States or are engaged in state military service will be given the necessary time off, without pay and will be entitled to reinstatement in accordance with applicable state and federal laws.

PERSONAL TIME

Full Time, non-sales employees are eligible to be paid for 32 hours of personal time each calendar year.

During your initial year of employment, after completing 90 days of employment, you will receive personal time prorated over the remainder of the year.

Personal time may not be carried over to the following accrual year. However, hourly and flat rate employees who do not use all of their personal time during the year will be paid for the hours not used. As an added incentive, for those hourly and flat employees that have not used any of the 32 hours of personal time by year-end, the company will pay them an additional 8 hours. Salaried Employees will not be paid for unused Personal Time.

Any time off after Personal time is exhausted (except where Bereavement, FMLA, Jury Duty, Military Leave or Witness Leave is applicable) will require the use of Vacation Time. If you have no Vacation time available absence will be considered unexcused and be subject to disciplinary action.

All employees, both exempt and non-exempt, must call their immediate supervisor when they will not be coming to work or will not be at work on time. Should you be out more than one day, you are required to call before each start of your workday. In the event that your supervisor is not available, then you must inform the General Manager. Under no circumstances are you to leave a message with the receptionist.

Employees will not be paid for earned but unused personal time upon termination.

VACATION

Full-time employees are eligible for paid vacation time. Vacation is calculated according to your Anniversary date as follows:

- After 1 year, you will receive 1 week of vacation.
- After 2 years, you will receive 2 weeks of vacation.
- After 5 years, and each year thereafter, you will receive 3 weeks of vacation*

Part-time, regular employees do not receive paid vacation time.

Your manager must authorize all requests for vacation. When possible, vacation periods will be assigned in accordance with employee requests, taking operating requirements into consideration. Vacation requests must be submitted to department manager at least two weeks in advance. The manager must approve any overlap in departmental personnel vacation schedule if there is a conflict seniority will take precedent. Dealership Sales Parts and Service employees are allowed only one week's vacation from June 1st to September 1st. to reduce conflicts during the busiest times of summer. Auto Body are allowed only one week's vacation between December 1st – April 1st to reduce production interruptions during their busiest time. All employees entitled to three weeks vacation are required to take at least one week in the slowest period of the winter. Slowest will be determined by the department manager.

Vacation requests must be submitted electronically to your manager by clicking on the link on the Employee Time Clock Website. Or you may see your manager or the HR director and they will assist you in submitting a request.

Vacation time may not be carried over to the following year.

On your anniversary date you may request any unused vacation time will be paid to you and your vacation time will start over.

Eligible employees will receive pay for earned but unused vacation in the event of termination.

WITNESS LEAVE

Employees who are subpoenaed to serve as a witness in a criminal or civil proceeding for reasons unrelated to their employment with the Company will be given the necessary time off, but this time off will be unpaid. If an employee is subpoenaed to serve as a witness in a civil or criminal proceeding related to his or her employment with the Company, the employee will be given the necessary time off from work, and this will be paid. In either case, please provide a copy of the subpoenaed to your supervisor as soon as possible after receiving it so arrangements can be made for your absence. Our Company will not discriminate against any employee who is requested to serve as a witness.

SECTION #4

OTHER BENEFITS

401(K) RETIREMENT PLAN

Our dealership provides eligible employees with a 401(k) retirement plan. This plan is designed to be used in combination with your Social Security benefits and personal resources to provide you with an assured income at retirement age.

Complete details of the plan may be found in the Summary Plan Description. A copy may be obtained from the H.R. Director.

COBRA

If you choose continuation coverage, our Company is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for 36 months unless you lost group medical/dental coverage because of termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. However, the law also provides that your continuation coverage may be cut for other reasons. See the office manager for details.

Under the law, you may have to pay part or the entire premium for your continuation coverage. The law also says that, at the end of the 18-month or 36-month continuation coverage period, you must be allowed to enroll in an individual conversion medical plan provided under the Company medical insurance plan. This does not apply to dental insurance plans.

Additional information regarding coverage and cost as well as a complete copy of the COBRA law may be obtained from the H.R Director.

COBRA applies to dental insurance only if dental insurance is offered.

DEALERSHIP DISCOUNTS

All employees may purchase parts and services at a reduced price. Any purchases on this discount program must be for your personal use and pertain strictly to automotive repairs and/or service.

After six months of employment, employees in Maine will be eligible for an employee charge account. The office manager must approve all charges and you must sign the proper paperwork to authorize payroll deduction before using your employee charge account. The maximum amount allowed on your charge account will be equal to your average weekly paycheck. All charges will be repaid over five (5) consecutive pay periods.

DENTAL INSURANCE

Preventive dental care is essential to good health but often it is put off because of expense. To help offset this expense, our company offers a dental insurance plan to eligible employees. This plan encourages you to seek preventive dental care.

Full-time employees may join the dental insurance plan after completing one month of employment. The cost of this plan is fully paid by the employee.

A booklet containing the details of the plan and eligibility requirements may be obtained from the H.R. Director.

FAMILY AND MEDICAL LEAVE

Under the Family and Medical Leave Act ("FMLA"), eligible employees may take up to 12 weeks of unpaid family/medical leave within a 12-month period and be restored to the same or an equivalent position upon their return to work. To be eligible for FMLA leave, you must satisfy both of the following conditions:

1. You must have worked for the Company for at least 12 months, and must have performed at least 1,250 hours of work in the 12 months prior to a leave request; and

2. At the time leave is requested, you must either: (a) with 50 or more employees; or (b) work at a worksite with less than 50 employees if 50 or more employees are employed within 75 miles of the worksite.

Eligible employees may take FMLA leave for any of the following reasons:

1. The birth of your child and to care for the newborn child
(leave must be taken within 12 months of the birth);

The placement of a child with you for adoption or foster care, and in order to care for a newly placed child (leave must be taken within 12 months of the adoption or placement of the child);
The serious health condition of a spouse, parent, minor child, or adult child when the adult child is incapable of self care and the employee is needed for such care (“covered family members”);

4. Your own serious health condition that renders you unable to perform your job.
5. Tracking Your Leave: When an employee requests any leave of absence that qualifies under FMLA, the Company may designate such leave as FMLA leave upon written notification to the employee.

As stated above, an eligible employee is entitled to a total of twelve (12) workweeks of leave during any twelve (12) month period. That twelve (12) month period is defined as a “rolling” twelve (12) month period measured backward from the date the employee begins an FMLA leave. In other words, the number of weeks an employee has available upon the beginning of a FMLA will be twelve (12) weeks less the number of FMLA leave weeks taken in the twelve (12) month period prior to the beginning of the current FMLA leave (the “Available Leave Weeks”). For example, if an employee used four weeks beginning February 1, 2002, four weeks beginning June 1, 2002, and four weeks beginning December 1, 2002, the employee would not be entitled to any additional leave until February 1, 2003. Beginning on February 1, 2003, the employee would be entitled to four additional weeks; and so on.

FMLA leaves for the birth or placement for adoption or foster care of a child, as described in paragraphs 1 and 2 above, must be taken all at once unless otherwise agreed to by the Company. If medically necessary, FMLA leaves due to illness as described in paragraphs 3 and 4 above may be taken intermittent or reduced leave schedule, which is more detailed below.

Intermittent and Reduced Schedule Leave: Leave due to a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday) if medically necessary. While you are on intermittent or reduced schedule FMLA leave, the Company may temporarily transfer you to an available alternate position that better accommodates your recurring leave and that is equivalent in pay and benefits.

Employees taking intermittent or reduced schedule leave will be paid for the time they work, and the leave away from work will be unpaid unless the employee qualifies for workers’ compensation, short-term disability, or other benefits. If you are a salaried employee, the Company will adjust your salary based on the time actually worked.

Special Rule if Both a Husband and Wife are Employed by the Company: Where the Company employs both the husband and wife, they are entitled to a combined total of twelve (12) weeks’ leave for either of the following conditions:

1. For birth, adoption, or foster care.
2. To care for a parent with a serious health condition.

Each individual is entitled to (12) weeks' leave because of his/her own serious health condition or to care for his/her child, without counting leave time taken by the other spouse.

Status of Employee Benefits: Employees are required to use any accrued, unused vacation and sick/personal days during FMLA leave is otherwise paid through workers' compensation benefits, short-term disability benefits, or other benefits. The substitution of paid leave time for unpaid leave time does not extend the 12-week FMLA leave period. Also, your FMLA leave may run concurrently with other types of leave.

During an approved FMLA leave, the Company will maintain your health benefits under the same terms and conditions applicable to employees not on leave.

- If paid leave is substituted for unpaid FMLA leave, the Company will deduct your portion of the health plan premium as a regular payroll deduction.
- If your leave is unpaid, or is paid through workers' compensation, short-term disability benefits, or other benefits not provided through the Company's payroll system, you must pay your portion of the premium by making arrangements with the Human Resources Director.
- Your health insurance may be cancelled if your premium payment is more than 30 days late.
- If you elect not to return to work at the end of the leave, you will be required to reimburse the Company for the cost of the premiums paid by the Company for maintaining coverage during your unpaid leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

Requesting Leave: You must complete the appropriate FMLA leave request forms. These forms are available from the Human Resource Director.

If your need for leave is foreseeable, such as for the birth of a child or planned medical treatment, you must give 30 days' prior written notice. In cases of planned medical treatment, please make efforts to schedule the treatment to avoid disrupting the Company's operations.

If the need for leave is not foreseeable, you must give notice to your supervisor or H.R. Director as soon as practicable (within 1 or 2 business days of learning your need for leave). If the employee is unable to notify the Company of the need for leave personally because of illness, the employee should ask someone else to call on his or her behalf.

Medical Certification For A Serious Health Condition: If you are requesting leave because of your own or a covered family member's serious health condition, the appropriate health care provider must supply a medical certification. Please obtain a medical certification form from the H.R. Director for the health care provider to use. If possible, you should provide the medical certification before your leave begins. If that is not possible, you must provide the medical certification within 15 days of requesting leave. If you do not provide the required medical certification in a timely manner, your leave may be delayed.

The Company, at its expense, may require an examination by a second health care provider designated by the Company. If the second health care provider's opinion conflicts with the original medical certification, the Company, at its expense, may require a third health care provider agreed upon by the employee and the Company to conduct an examination and provide a final and binding opinion.

The Company may also require subsequent medical re-certification. Failure to provide requested re-certifications within 15 days may result in delay of further leave.

Reporting While on Leave: If you take leave because of your own serious health condition or to care for a covered family member with a serious health condition, you must contact the H.R. Director on a regular basis to provide updates about the status of the medical condition and your intention to return to work. In addition, you must give notice as soon as practicable (within two business days if feasible) if the dates of the leave change or are extended or initially were unknown.

No Work While on Leave: The taking of another job while on FMLA leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

Returning To Work: At the end of an authorized FMLA leave, the employee will be reinstated to his or her original position or an equivalent position. However, certain highly compensated employees or “key employees” may be denied restoration to their prior or equivalent position if keeping the job open for the employee would result in substantial economic injury to the Company. Key employees are those who are among the highest paid ten percent of employees within 75 miles of the worksite.

If you take leave because of your own serious health condition, you will not be reinstated until you provide a fitness-for-duty certificate from your health care provider confirming that you are medically able to resume work. The return-to-work medical certification forms are available from the H.R. Director.

Coordination with Other Company Policies; Reference to FMLA and Federal Regulations: In the event of any conflicts between this policy and other Company policies, the provisions of this policy will govern. The FMLA and the FMLA regulations issued by the U.S. Department of Labor contain many limitations and qualifications that are not stated in this policy. The terms of the FMLA and the FMLA federal regulations are incorporated herein and will be applied in all instances of requested or designated FMLA leave.

State and Local Family and Medical Leave Laws: Where state or local family and medical leaves laws offer more protection or benefits to employees, the protection or benefits provided by such laws will apply.

Maternity leave: All female employees may take an unpaid leave of absence for the period of temporary physical disability resulting from pregnancy, childbirth, or related medical conditions. Such employees are required to exhaust accumulated vacation and sick leave prior to commencing a leave without pay.

An employee who has notified the Company of her intent to return at the end of her maternity leave will be reinstated to her original job or comparable position with comparable pay and accumulated seniority, retirement, fringe benefits, and other service credits unless business necessity makes this unreasonable or impossible. Employees who cannot be returned to their former or a comparable position remain eligible to apply for any available position within the Company for which they are qualified.

LIFE INSURANCE

Eligible employees may enroll in our Company’s group life insurance plan. It is designed to help you plan for your family’s financial need in case of your death.

Full-time employees qualify for this benefit after completing one month of employment.

The amount of coverage varies from your position and location. Ask the office manager for details.

The cost of this insurance is fully paid by the Company.

To enroll in this insurance plan, you must complete an insurance form on which you designate your beneficiary.

This is intended as a summary of benefits only. Additional information on this plan may be obtained from the H.R. Director

MEDICAL INSURANCE

Eligible employees may participate in our medical insurance plan.

Full-time employees may enroll in either a single or a family contract after completing one month of employment. Information and enrollment forms may be obtained from the H.R. Director.

To assist you with the cost of this insurance, our company pays a portion of a single or a family contract. You are responsible for paying the balance through payroll deduction.

Participating employees are also covered under our medical insurance plan's prescription drug program.

Upon termination, you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state laws. For more information, contact the H.R. Director.

SOCIAL SECURITY

Social Security is more than a paycheck deduction. It offers financial security for you and your dependents. Although this is a federally established program, it is your contributions, and ours, which pay for this benefit.

For the duration of your employment, both you and our company contribute funds to the Federal government to support the Social Security program. This program is intended to provide you with monthly checks and medical coverage once you reach retirement age.

UNIFORMS

Wiscasset Ford, Inc. will provide each employee with the first uniform at no charge, but each employee must pay half the cost of each of the four other uniforms each week. Proper care of these uniforms is required. We only ask that you take care of the uniforms, keep track of them and return them to your manager in the event that your employment is terminated for any reason.

All uniforms, accessories or nametags issued by our dealership must be returned in good condition upon leaving our dealership. Failure to return all uniforms to management upon termination will result in the full value as determined by the uniform vendor being deducted from the employees payroll check(s).

VEHICLE PURCHASES

New vehicles will be sold to employees at discount prices under the Blue Oval Certification D-plan purchase program. The Blue Oval D-plan discount is subject to the Dealerships Blue Oval Certification in the given year and the programs terms and conditions. See your manager for program details.

Used retail vehicles will be sold at the advertised price; any discounts will be at the discretion of Management. Wholesale used vehicles will be sold at the auction.

WORKERS' COMPENSATION

On-the-job injuries are covered by our Workers' Compensation Insurance Policy provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your manager. We ask for your assistance in alerting management to any condition that could lead or contribute to an employee accident.

SECTION #5

ON THE JOB

ATTENDANCE AND PUNCTUALITY

Attendance and punctuality are important factors for your success within our dealership. We work as a team, and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, you must notify your manager before the start of your workday. **Do not leave a message with the receptionist.**

BREAKS

Two 15-minute breaks should be taken each day. Coffee and soft drinks are not permitted in the showroom. Please use the designated lunch areas.

BULLETIN BOARD

Information of interest and importance to you is regularly posted on our bulletin board. We suggest that you look at it regularly to keep up with what is happening. This bulletin board is for administrative use only and employees may not post or remove any information from it.

COMPANY EQUIPMENT

You are expected to use proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

COMPANY VEHICLES

Operators of Company vehicles are responsible for the safe operation and cleanliness of the vehicle.

Accidents involving a Company vehicle must be reported to your manager immediately.

Employees are responsible for any moving violations and fines that may result when operating a company vehicle.

Company vehicles may only be used for job-related travel.

The use of seat belts is mandatory for operators and passengers of Company vehicles.

Smoking is not permitted in company owned vehicles or vehicles that are left in the custody of the Company.

Friends and/or family members are not permitted to operate Company vehicles. Violations will include loss of any vehicle use privileges. Operating Company vehicles after consumption of any amount of alcohol is prohibited.

COMPUTER USE/INTERNET POLICY

PURPOSE

A. To remain competitive, better serve our customers and provide our employees with the best tools to do their jobs, Wiscasset Ford makes available to our workforce access to one or more forms of electronic media and services, including, but not limited to, computers, e-mail, telephones, voicemail, fax machines, external electronic bulletin boards, wire services, online services, intranet, Internet and the World Wide Web.

B. Wiscasset Ford encourages the use of these media and associated services because they can make communication more efficient and effective and because they are valuable sources of information about vendors, customers, technology, and new products and services. However, all employees and everyone connected with the organization should remember that electronic media and services provided by the Company are Company property and their purpose is to facilitate and support Company business. All computer users have the responsibility to use these resources in a professional, ethical, and lawful manner. Along these lines, Wiscasset Ford has the right to monitor employees' use of electronic media and services, including, but not limited to, computers, e-mail, telephones, voicemail, fax machines, external electronic bulletin boards, wire services, online services, intranet, Internet and the World Wide Web.

C. To ensure that all employees are responsible, the following guidelines have been established for using e-mail and the Internet. No policy can lay down rules to cover every possible situation. Instead, it is designed to express Wiscasset Ford philosophy and set forth general principles when using electronic media and services.

PROHIBITED COMMUNICATIONS

Electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:

1. Discriminatory or harassing;
2. Derogatory to any individual or group;
3. Obscene, sexually explicit or pornographic;
4. Defamatory or threatening;
5. In violation of any license governing the use of software; or
6. Engaged in for any purpose that violates any federal, state or local laws or regulations or contrary to Wiscasset Ford policy or business interests. Use of any Wiscasset Ford resources for illegal activity is grounds for immediate termination of employment, and Wiscasset Ford will cooperate with any legitimate law enforcement investigation.

PERSONAL USE

The computers, electronic media and services provided by Wiscasset Ford are for business use to assist employees in the performance of their jobs only. Any personal use of the computers, electronic media and services provided by Wiscasset Ford for any commercial activity (other than Wiscasset Ford business) is strictly prohibited, as is the use of Wiscasset Ford's computers and communications equipment for anything that may not be in the best interest of Wiscasset Ford including, but not limited to, activities that compete with Wiscasset Ford or that disclose any confidential or proprietary information of Wiscasset Ford. Furthermore, employees may not intentionally download anything from the Internet, such as, but not limited to, screensavers, music, and e-mail stationery, without prior authorization from the H.R. Director

Non-employees, such as family members, may not use Wiscasset Ford's computers, network, or other electronic media and services.

ACCESS TO EMPLOYEE COMMUNICATIONS

Wiscasset Ford does routinely gather logs for most electronic activities or monitor employee communications directly, e.g., telephone numbers dialed, sites accessed, call length, and time at which calls are made, for the following purposes:

1. Cost analysis;
2. Resource allocation;
3. Optimum technical management of information resources; and
4. Detecting patterns of use that indicate employees are violating Company policies or engaging in illegal activity.

A. Wiscasset Ford reserves the right, at its discretion, to review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other Company policies. Furthermore, employees should be aware that in addition to monitoring e-mail messages sent and received on our system, Wiscasset Ford has the ability and the right to monitor such things as each Internet web site visit, newsgroup discussions, chat room discussions, and computer network use.

B. All pass codes and passwords are the property of Wiscasset Ford. No employee may use a pass code, password, or voice mail access code that has not been issued to that employee by Wiscasset Ford or that is unknown to Wiscasset Ford. Users of Wiscasset Ford's computers, electronic media and services must take reasonable precautions to prevent unauthorized access to Wiscasset Ford's systems. Passwords should not be divulged to unauthorized persons.

C. All information on the network, Internet, computers and other electronic media and services is the property of Wiscasset Ford.

D. Employees should not assume electronic communications are completely private. Accordingly, if they have sensitive information to transmit, they should use other means.

SOFTWARE/EQUIPMENT

A. To prevent computer viruses from being transmitted through the Company's computer system, unauthorized downloading of any unauthorized software is strictly prohibited. Only software registered through Wiscasset Ford may be downloaded. Employees should contact the system administrator if they have any questions.

B. Destruction, theft, alteration, or any other form of sabotage of Wiscasset Ford's computers, programs, software, hardware, networks, websites, files, data, and other electronic media and services is prohibited and will be investigated and prosecuted to the fullest extent of the law.

C. Employees are not allowed to introduce to Wiscasset Ford's network, Internet, computers or other electronic media and services media from any external sources, including, but not limited to, CDs, disks, Zip drives, personal digital assistants (including, but not limited to, Blackberries and palm pilots), USB portable drives, and other removable drive devices.

D. Any vulnerability in Wiscasset Ford's computers, network, or any other electronic media and services should be reported immediately to the H.R. Director

SECURITY/APPROPRIATE USE

A. Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by Company management, employees are prohibited from engaging in, or attempting to engage in:

1. Monitoring, intercepting, destroying or modifying the files or electronic communications of other employees or third parties;

2. Hacking or obtaining access to systems or accounts they are not authorized to use;
3. Breaking into and/or corrupting any computer, network, or any other electronic media and services;
4. Using other people's log-ins or passwords; and
5. Breaching, testing, or monitoring computer or network security measures.

B. No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

C. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

D. Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

CONFIDENTIAL INFORMATION

A. Confidential information is not to be transmitted over the Internet or otherwise disclosed without prior authorization and proper encryption. All Wiscasset Ford data and information is considered confidential unless Wiscasset Ford has granted permission for an employee to disclose that information. Accessing or attempting to access confidential data is strictly prohibited. Confidential information should be used only for its intended purpose. Employees' responsibility for confidentiality continues outside of work. Employees may not work on Wiscasset Ford documents, data, or other business on home computers or other portable technology without the express prior approval of the H.R. Director.

B. Deleting, altering, or sharing confidential, proprietary or any other information during employment or after separation from employment is prohibited, unless an employee has prior authorization. Upon separation from employment, any computer or other business equipment, including CDs, disks, Zip drives, USB portable drives, personal digital assistants, and other removable drive devices, must be returned with the appropriate passwords, identification codes, and other information necessary for Wiscasset Ford to continue using its equipment.

C. Employees may not copy, transmit, or otherwise remove any information from Wiscasset Fords' network, Internet, computers, or electronic media and services to CDs, disks, Zip drives, and personal digital assistants, such as Blackberries and palm pilots, USB portable drives, or other removable drive devices without prior authorization from the H.R. Director.

D. All employees are responsible for taking precautions to safeguard the physical security of Wiscasset Ford's network, Internet, computers and other electronic media and services. Disks, CDs, USB portable drives, Zip drives, and other removable drive devices containing sensitive, confidential or proprietary information should be stored in a locked drawer, whenever possible. Computers should be turned off when not in use for an extended period of time or when an employee is out of his or her office.

VIOLATIONS

Any employee who violates this policy will be subject to corrective action, including possible termination of employment, legal action, and criminal liability. Furthermore, all employees are required to report any violations, or suspected violations, of this policy.

CUSTOMER AND PUBLIC RELATIONS

Our Company's reputation has been built on excellent service, quality work and exceptional values. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our Company may be determined for a long period by the actions of one employee. It is sometimes easy to take a customer for granted, but when we do, we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

CUSTOMER VEHICLES

Smoking is not permitted in or around customer vehicles. All radios should be shut off immediately and must remain off at all times, unless being serviced for a radio concern.

All customer vehicles must be locked and windows must be rolled up when the vehicle is outdoors.

DRESS POLICY

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our customers' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct customer contact, you represent the company with your appearance as well as your actions. The properly attired individual helps to create a favorable image for the Company, to the public and fellow employees.

DRIVING SAFETY

Regardless of your ability to maneuver on the lots, you must drive much slower than what is considered to be safe. This is important to our customers as it demonstrates our concern for property and gives our customers the perception of quality care.

You must exercise extreme safe driving habits on the premises whether you are driving your own car, our car or a customer car.

FOOD AND DRINK

All employees are required to use the break rooms for lunch. No employees are to have food, coffee or other drinks in the showroom. Coffee is permitted in the service write-up areas provided they are kept out of sight (under service counters).

LUNCH BREAKS

A minimum of a 30-minute lunch break not to exceed 1 hour should be taken each day. Your manager is responsible for approving the scheduling of this time. Please eat in designated areas. Eating is not permitted at individual workstations or in the showroom.

LUNCHROOM

A lunchroom is available for your use. Although general custodial care is provided by the Company, you are expected to clean up after eating in this room. This room should be kept clean for the next person's use.

MOBILE (CELL) PHONES

Cell phone use for non-business purposes shall be limited to brief and reasonable use (ex. notification of work schedule changes, contact regarding family emergencies, etc.). Otherwise, placing or receiving calls/Text messaging during scheduled work hours should be avoided. Personal cell phones should not be used for contacting customers or for conducting business. Personal Phone numbers or E-mail addresses should never be given out to a customer or used in any advertising/business cards.

PARKING

Free parking facilities are available to employees. You are required to park within the designated areas. The company is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your vehicle doors.

No personal vehicle may be stored on the premises.

PERSONAL DATA, CHANGES

We need to maintain up-to-date information about you so we would be able to assist you and/or your family in matters of personal emergency.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to the H.R. Director promptly.

PERSONAL TELEPHONE CALLS

It is important to keep our telephone lines free for customer calls. Although the occasional use of the Company's telephones for a personal emergency may be necessary, Routine personal calls should be kept to a minimum.

PERSONNEL FILES, ACCESS

Employees, upon request, will have the opportunity to inspect their own personnel files and to have a copy of the record if desired. Employees subject to an investigation at the time of request will not be allowed access if disclosure of such information would prejudice law enforcement. The company may charge a reasonable fee related to the cost of supplying the documents. If you disagree with any information contained in the file and no agreement can be reached as to its removal or correction, you can submit a written statement explaining your position. Such a statement becomes part of the file.

For more information, contact the H.R. Director

PROTECTING COMPANY INFORMATION

Protecting our Company's information is the responsibility of every employee and we all share a common interest in making sure it is not improperly or accidentally disclosed. Do not discuss the Company's confidential business.

PROTECTING CUSTOMER INFORMATION

Protecting our customer's information is the responsibility of every employee and we all share a common interest in making sure it is not improperly or accidentally disclosed. Employees must read and abide by the Dealerships Information Security Program. A copy of the Information Security Program can be obtained through your manager.

SOLICITATION AND DISTRIBUTION

In order to avoid unnecessary annoyances and interruptions from your work, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas is prohibited at all times.

Trespassing, soliciting or distribution of literature by non-employees on these premises is prohibited at all times.

The Company's copy machines and computer equipment may not be used for any other reason than Company business.

STANDARDS OF CONDUCT

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension without pay and discharge. The Company will determine the appropriate disciplinary action imposed. The Company does not guarantee that one form of action will necessary precede another.

The following may result in disciplinary action, up to and including discharge: violation of the Company's policies or safety rules, gross negligence, insubordination, smoking on the premises other than in designated areas, poor attendance, possession, use or sale of alcohol or controlled substances on work premises or during working hours, unauthorized possession, use or sales of weapons, firearms or explosive on work premises, poor performance, theft or dishonesty, physical harassment, sexual harassment or disrespect toward fellow employees, visitors or other members of the public. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

WORKWEEK

Because of the nature of our business, your work schedule may vary depending on your position and department. Check with your manager if you have questions on your hours of work.

IF YOU MUST LEAVE US

Should you decide to leave your employment with us, we ask that you provide your manager with at least two weeks' advance notice. Your thoughtfulness will be appreciated.

You should notify the Company if your address changes during the calendar year in which termination occurs so that your tax information will be sent to the proper address.

Any bonus or incentive which may have been applicable to the month that termination occurs will not be received if the employee terminates prior to the end of the month.

SECTION #6

**SAFETY IN THE
WORKPLACE**

EMPLOYEE'S RESPONSIBILITY

Safety can only be achieved through teamwork at the Company. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your manager of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your manager immediately.
2. The use of alcoholic beverages or illegal drug substances or the abuse of legal prescription drugs during working hours will not be tolerated. The possession of alcoholic beverages or the illegal drug substances on the dealership's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Get help when lifting or pushing heavy object.
5. Safety glasses will be worn at all times in service production areas.
6. Understand your job fully and follow instructions. If you are not sure of the safe procedure, do not guess, ask your manager.
7. Know the locations, contents and use of first aid and fire fighting equipment.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including termination.

HOUSEKEEPING

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all time. Report anything that needs repair or replacement to your manager.

Technicians are responsible to clean their bays daily and scrub them at least once a week. Sales people are expected to have a clean desktop and nothing on the floor at the end of the day.

SMOKING IN THE WORKPLACE

Smoking is not permitted anywhere on the premises indoors. It is allowed only on the outside rear area of the buildings.

DRUG AND ALCOHOL POLICY

Our Company believes that all of our employees and customers have the right to an environment that is free from the effects of alcohol and drugs. We have adopted this drug and alcohol policy because we care about the health and safety of our employees, customers, and the community.

Prohibited Conduct

Certain forms of conduct are clearly prohibited and are listed below as a guide. The list is not all-inclusive and is intended to be illustrative of the type of conduct that will not be tolerated:

- Use, possession, storage, manufacture, distribution, dispensation, transfer, or sale of an illegal drug, unauthorized prescription drug, or drug paraphernalia at any time while on Company property, on Company business at any time or place, in Company or customer vehicles, or otherwise during work hours.

- Use, possession, manufacture, distribution, dispensation, or sale of alcohol while on Company property, on Company business, in Company or customer vehicles, or during work hours. (Note: The Company may sponsor an event where alcohol is served. The moderate consumption of alcohol is permitted during these events. Individuals attending such events must still adhere to reasonable and acceptable standards of conduct.)
- Reporting to work or otherwise working under the influence of illegal drugs or alcohol or under the influence of legal drugs that may impair your ability to safely perform your job functions.
- Refusing to submit to a required drug and/or alcohol test.
- Failing to agree to any requirements of a drug or alcohol treatment or counseling program in which you are enrolled as a condition of continued employment.
- Failing to advise your supervisor or Human Resources of your use of any drug that could impair your ability to safely perform your job duties.
- Failing to notify Human Resources within three (3) days of any criminal conviction (not annulled by a court) involving alcohol or drugs.

Reporting Requirements

- Any employee who is taking medication that may impair his or her ability to safely perform job functions must inform his or her supervisor or Human Resources immediately and must not perform any work until authorized to do so by his or her supervisor or Human Resources.
- Any employee who is convicted of any crime (not annulled by the court) involving alcohol or drugs must inform Human Resources within three (3) days of the conviction.
- If any employee is involved in drug misconduct (including the use or possession of illegal drugs or unauthorized prescription drugs) on Company property or while working for the Company, the Company reserves the right to report the incident to law enforcement authorities and to cooperate in prosecuting the crime to the fullest extent of the law.
- If any person observes an employee exhibiting behavior that may be indicative of impairment by drug or alcohol use, he or she should immediately report the behavior to Human Resources or the General Manager.

Available Assistance for Substance Abuse

Our Company encourages employees to voluntarily seek assistance for the early resolution of drug and alcohol problems. Employees may contact Human Resources for information about the application of health insurance benefits to substance abuse treatment programs and the Company's Employee Assistance Program, if one is in place.

An employee will not be disciplined or terminated for voluntarily seeking assistance for a drug or alcohol problem. However, employees who undergo voluntary counseling or treatment and who continue to work must meet all established standards of conduct and job performance. The fact that an employee is in treatment for alcohol or drug abuse does not preclude the Company from taking disciplinary action for violation of its policies or standards of conduct. Likewise, an employee who has violated this Drug and Alcohol Policy cannot escape disciplinary action, including termination, by voluntarily requesting treatment for alcohol or drug abuse.

Drug and Alcohol Testing

- **Pre-Employment Testing:** The Company will require drug testing of all applicants to whom the Company has made a conditional offer of employment. If an applicant tests positive for drugs or there is evidence that the applicant tampered with the test or result in any way, the conditional offer of employment will be withdrawn.
- **Reasonable Suspicion Testing:** An employee may be required to submit to drug and/or alcohol testing when one or more supervisors have a reasonable suspicion that the employee:
 - Is under the influence of drugs and/or alcohol. Factors that may be considered in determining whether an employee may be under the influence of drugs and/or alcohol include, but are not limited to: the employee's behavior; evidence of impairment; and evidence of repeated errors on the job, policy violation, or unsatisfactory attendance patterns if coupled with a specific contemporaneous conduct that indicates possible impairment by reason of drug or alcohol use; or
 - Has violated this Drug and Alcohol Policy; or
 - Has sustained a personal injury while working or has caused personal injury to another person; or
 - Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident. Post-accident or injury testing will be conducted as soon as practical after the accident or injury.
- **Management Approval for Testing:** Reasonable suspicion drug and alcohol tests will not be performed without prior notice to and approval from Human Resources or the General Manager.
- **Testing Site:** Drug and alcohol testing will be performed by a qualified laboratory, hospital, or health center designated by the Company. The Company will provide transportation to and from the testing site for employees. Applicants must arrange for their own transportation. Test results will be reviewed and interpreted by a qualified Medical Review Officer, who will notify the Company of the results. Please refer to the "*Alcohol and Drug Testing Protocol*" available from Human Resources for more information.
- **Consent to Testing:** Tests will not be conducted without the individual's written consent. However, applicants and employees must submit to tests requested or required by the Company as a condition of hire and employment. If an applicant refuses to submit to a required test, the applicant will not be hired. If an employee refuses to submit to a requested or required test, the employee will be subject to disciplinary action up to and including termination of employment.
- **Cooperation With Testing:** Individuals subject to testing may not try to subvert the test by using an adulterated, diluted, or substituted specimen. Failing to provide a specimen in a timely manner or otherwise tampering with the process is grounds for withdrawal of a pending job offer or employment termination.
- **Opportunity to Explain Positive Results:** Any applicant or employee who tests positive will have the opportunity to rebut or explain positive test results within three (3) business days of notice of the positive test result and/or to request and pay for a confirmatory re-test.

- **Confidentiality:** Test results and other medical information will be maintained as confidential and shared only on a “need-to-know” basis unless otherwise required by law. Test results may also be disclosed to a substance abuse treatment facility for the purpose of evaluating or treating the employee. An applicant or employee may request a copy of the test result report for any test he or she undergoes.
- **Consequences of a Positive Test Result:** If an applicant tests positive, the applicant will not be hired. If an employee tests positive, he or she will be subject to disciplinary action, up to and including termination of employment. Within its discretion, the Company may decide to refer an employee for drug or alcohol treatment in lieu of termination and as a condition of continued employment. Within its discretion, the Company may suspend the employee while he or she participates in the treatment program. Employees must pay for the cost of any such treatment programs. Employees who refuse to participate in such programs or who fail to successfully complete a treatment program are subject to immediate termination.
- **Follow-Up Testing:** An employee who is referred by the Company for drug or alcohol treatment or who is voluntarily participating in a drug or alcohol treatment program may be requested or required to undergo drug or alcohol testing without prior notice during the treatment period and for a period of time, determined by the Company, after the completion of the treatment. An employee who tests positive during this period will be subject to termination.

Investigations and Searches

When there is reasonable cause to suspect that an employee has violated this policy, the Company reserves the right to inspect, without prior notice, lockers, work areas, desks, cabinets, purses, bags, briefcases, other belongings, and vehicles brought on Company property or at locations where work-related activities are being conducted. Cause to suspect shall be solely in the judgment and discretion of the Company, which may release any illegal drugs, paraphernalia, or other evidence to law enforcement authorities.

Violations of This Policy

Any violation of this policy may lead to disciplinary action up to and including immediate termination of employment. Compliance with this policy is a condition of employment. The Company reserves the right to interpret or change this policy with or without notice. Please also note that nothing in this policy is to be construed as a guarantee of employment for any period of time or a restriction of the Company’s ability to discipline or terminate employees or its right to place employees on administrative leave. Employees may be terminated at any time, with or without cause or reason, as all employees of the Company are employed on an at-will basis.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I have received a copy of the Wiscasset Ford Employee Handbook. I have read and familiarized myself with the information in this book.

I understand this handbook is presented for informational purposes only, and can be changed at any time by Wiscasset Ford with or without notice. I also understand this handbook is not a contract expressed or implied between Wiscasset Ford and me. I understand that I am an employee at will and either Wiscasset Ford or I can terminate the employment relationship at any time for any reason. No representative of Wiscasset Ford has the authority to enter into an agreement with me that is contrary to the foregoing, except through a written employment contract signed by the President.

Employee's Name _____
(Please print)

Employee's Signature _____

Date _____

PLEASE PRINT NAME, SIGN AND DATE.

RETURN TO BOB WOODSOM AT PORTSMOUTH FORD NEW CAR.