Sample Dealership

Employee Handbook

The Marine Retailers Association of the Americas is providing this sample employee handbook for information purposes only, and makes no warranties or representations as to its use.  This sample should be used as a template for creating your own employee handbook, and modified in accordance with local, state, or federal law in effect at the time of its creation or revision.  Please consult with your legal counsel before implementing any policies contained within this sample employee handbook or distributing this employee handbook to employees. If you have any questions, please feel free to contact us.

Marine Retailers Association of the Americas

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Welcome to [DEALERSHIP]

We believe this is a great place to work and we sincerely hope that you will feel the same way. As an employee, you are a very important part of our business.

**Marine Industry Consumer Commitment**

Our dealership believes in the tenets of the Marine Industry Certified Dealership Program set forth in this consumer commitment. Established jointly by the Marine Retailers Association of Americas and the National Marine Manufacturers Association, these principles are established to ensure you an enjoyable boating experience. We seek to enhance that experience by providing trained, friendly employees, quality products and reliable services. As part of our desire to continuously make improvements, please let us know if we should fail on our commitment or if you do not understand any information provided to you.

**At our dealership, you should expect:**

**Sales**

* the assistance of a capable and knowledgeable sales consultant.
* advertising and representations that are truthful and factual.
* a written disclosure of all details associated with a purchase.
* an explanation of the proper usage and operation of products.
* products properly prepared, inspected and tested before delivery.
* the delivery of new products as scheduled.
* an explanation of all maintenance requirements and schedules established for your product.
* an explanation and written copies of warranties on all products and major components.

**Service**

* the explanation of maintenance/repair plans including estimated repair time and cost.
* an itemized list of all charges with thorough explanation.
* prior approval of changes in repair costs or additional charges should they occur.
* maintenance/repair work done right the first time by knowledgeable trained technicians.
* maintenance/repair work completed when promised.
* timely notice of changes in service delivery time if delays are experienced in repair completion.
* Inspection of any replaced/damaged components upon presentation of the invoice/work order.

**Operations**

* fair, open and honest treatment without discrimination.
* respectful, professional and accurate responses to all your product questions and requests.
* privacy and confidentiality of customer records.

This is our commitment to you. You should expect a higher standard of professionalism when working with us. Please hold us accountable to that expectation.

**Our Mission is**

To strive to be the highest quality provider of boat sales and boat services in the markets we serve.

To accomplish this, we must provide value to the customer by delivering the highest quality products and services, delivered punctually, at an equitable price. Our employees – the company’s most valuable asset – will achieve these goals through initiative, training, experience, hard work and a great attitude. Customer service, company growth and employee remuneration will guide us as we work to achieve these objectives. You are the key to reaching our goals. We hope that your association with [DEALERSHIP] will be a happy and successful one.

This Handbook has been prepared to inform all personnel of our dealership employee policies and procedures. If you have any questions, please contact your immediate supervisor.

The Employee Handbook does not represent, nor is it meant to represent, an employment contract between [DEALERSHIP] and its employees, either by intent or implication. Management reserves the right to revise, add to, or delete any policy, procedure, guideline or employee benefit, without notice, as deemed necessary for the efficient operation and maintenance of [DEALERSHIP] and its facilities. You will be notified of any changes.

**Introductory Statement**

This Handbook is designed to acquaint you with [DEALERSHIP] and provide you with information about the working conditions, employee benefits, and some of the policies affecting your employment. Neither this Handbook nor any of the policies it contains is a contract. You should read, understand, and comply with all provisions of the Handbook. It describes many of your responsibilities as an employee and outlines the programs developed by [DEALERSHIP] to benefit its employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As [DEALERSHIP] continues to grow, the need may arise and [DEALERSHIP] reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or [DEALERSHIP] to end our relationship for any reason at any time. Similarly, [DEALERSHIP] can terminate your employment at any time and for any reason, with or without cause. No manager or supervisor of [DEALERSHIP] other than a member of senior management has the authority to enter into an agreement for employment for any specified period of time, or to make promises or commitments which are different from the policy stated above. Employees will, of course, be notified of such changes to the handbook as they occur.

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# 1 - EMPLOYMENT

## Personal Administration

The task of handling personnel records and related personnel administration functions at our dealership has been assigned to the [EMPLOYEE TITLE]. Questions regarding insurance, wages, and interpretation of policies may be directed to him/her.

### Your Personnel File

Keeping your personnel file up-to-date can be important for your pay, deductions, benefits and other matters. If you have a change in any of the following, please notify the accounting manager as soon as possible:

1. Legal name

2. Home address

3. Home telephone number

4. Number of dependents

5. Marital status

6. Change of beneficiary

7. Status of driver's license

8. Exemptions on your W-4 tax form

9. Person to call in case of emergency

It is important that this information be up-to-date to protect your benefits. All W-2 information will be mailed to your last address of record.

It is your right to see the information kept in your personnel file. You may request and receive copies of all documents that you have signed. Please request these copies, in writing, from [EMPLOYEE TITLE].

## Employment Classifications

Employment with [DEALERSHIP] is voluntarily entered into, and the employee is free to resign at will at any time, with or without cause. Similarly, [DEALERSHIP] 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 local, state or federal law.

Policies set forth in this Employee Handbook are not intended to create a contract, nor are they to be construed to constitute obligations of any kind or a contract of employment between [DEALERSHIP] and any of its employees. The provisions of this Handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at [DEALERSHIP’s] sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of senior management of [DEALERSHIP].

At the time you are hired, you are classified as either full-time, part-time or temporary/intern unless otherwise specified, the benefits described in this Handbook apply only to full-time employees. All other policies described in this Handbook and communicated by senior management apply to all employees, with the exception of certain wage, salary and time off limitations applying only to "non-exempt" (see the definition that follows) employees. If you are unsure which job classification your position fits into, please ask your immediate supervisor.

### Full-Time Employees

An employee who has successfully completed the [DURATION] Probationary Period (page 13) of employment and who regularly works [NUMBER OF HOURS] or more per week is considered a full-time employee.

### Part-Time Employees

An employee who regularly works less than [NUMBER OF HOURS] per week is considered a part-time employee. If you are a part-time employee, please understand that you are not eligible for benefits described in this Handbook, except to the extent required by provision of state and federal laws.

### Temporary/Intern Employees

[DEALERSHIP] hires some employees for specific periods of time or for the completion of a specific project. An employee hired under these conditions will be considered a temporary employee (intern). The job assignment, work schedule and duration of the position will be determined on an individual basis.

Normally, a temporary position will not exceed six (6) months in duration, unless specifically extended by a written agreement. Summer employees are considered temporary employees.

If you are a temporary/intern employee, please understand that you are not eligible for benefits described in this Handbook, except to the extent required by provision of our dealership and federal laws. Those temporary/intern employees classified as "non-exempt" (see the definition that follows) who work more than forty (40) hours during any workweek will receive overtime pay.

### "Non-Exempt" and "Exempt" Employees

At the time you are hired, all employees are classified as either "exempt" or "non-exempt." By (state) law, some salaried employees are entitled to overtime pay for hours worked in excess of forty (40) hours per week. These employees are referred to as "non-exempt" in this Handbook. This means they are not exempt from (and therefore should receive) overtime pay. Holiday and vacation pay do not count toward the hours worked in a week.

**Note:** See "Wage & Salary Policies" in the "Compensation & Performance" section of this Handbook for a full description of overtime payment policies.

Exempt employees are managers, executives, professional staff, technical staff, outside sales representatives, officers, directors, owners and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Fair Labor

Standards Act (FLSA) and any applicable state laws. If you are an exempt employee, you will be informed of your status at the time you are hired or promoted.

## Employment Policies

### Anniversary Date

The first day you report to work full-time is your date of hire. If your employment with [DEALERSHIP] is changed from an intern position to a full- or part-time position, or if you receive a promotion, your first day in your new capacity is considered your hire date for that position. Your anniversary date is used to compute various conditions and benefits described in this Handbook.

### At Will Employment

All employment and compensation with our dealership is "at will." This means that your employment can be terminated, without cause or notice, at any time, at the option of either [DEALERSHIP] or yourself.

### Business Hours

• Office hours are [TIME] to [TIME] Monday through Friday.

• Sales personnel hours start at [TIME] and, as necessary, may be longer than an eight-hour workday during boating season.

• Service hours are [TIME] to [TIME] (hours could change during boating season).

### Confidential Information/Non-Compete Agreement

As an employee of our dealership, you will have access to confidential information (i.e. company records, client information, payroll and pricing information and processes). You will be required to sign a Confidential Information/Non-Compete Agreement to this effect. Failure to comply with the confidentiality regulations at [DEALERSHIP] is considered a serious offense and may result in the termination of your employment.

### Outside Employment

Employees may hold outside jobs as long as they meet the performance standards of their job with [DEALERSHIP]. All employees will be judged by the same performance standards and will be subject to [DEALERSHIP] scheduling demands, regardless of any outside work requirements.

If [DEALERSHIP] determines that an employee’s outside work interferes with performance or the ability to meet the requirements of [DEALERSHIP] as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with [DEALERSHIP].

Outside employment that continues a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside [DEALERSHIP] for materials produced or services rendered while performing their jobs.

### Client Relations

The success of [DEALERSHIP] depends upon the quality of the relationships between our employees and our clients. Our clients' impression of the company and their interest and willingness to purchase from us is greatly influenced by the people who serve them. You are our ambassador. The more goodwill you promote, the more our clients will respect and appreciate you, and our services.

Here are several things you can do to help give customers and the general public a good impression of the company:

1. Act professionally and deal with clients in a courteous and respectful manner.
2. Communicate pleasantly and respectfully with other employees at all times.
3. Follow up on orders and questions promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner.
4. Take great pride in your work and enjoy doing your very best.

These are the building blocks for your and our continued success. Thank you for your support.

### Cash Reporting

At [DEALERSHIP], it is mandatory that all employees comply with the Internal Revenue Service (“IRS”) cash reporting laws and regulations as required by 26 U.S.C. §60501.

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

### Conflicts of Interest

Employees of [DEALERSHIP] have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which [DEALERSHIP] wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the [EMPLOYEE TITLE] for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within the framework established and controlled by the senior management of [DEALERSHIP]. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gains refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of [DEALERSHIP’s] business dealings. For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No “presumption of guilt” is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to senior management of [DEALERSHIP] as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

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

### Non-Disclosure

As part of your employment with [DEALERSHIP] 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 success of [DEALERSHIP]. Such confidential information includes, but is not limited to, the following:

* Compensation data;
* Computer processes;
* Computer program and codes;
* Customer lists;
* Customer preferences;
* Dealer or customer purchase prices;
* Dealership financial information;
* Labor relations strategies;
* Marketing strategies;
* New materials research;
* Pending projects and proposals;
* Personnel records;
* Proprietary production processes;
* Prospect lists;
* Research and development strategies;
* Technological data; and
* Technological prototypes.

You are prohibited from using, copying, or disclosing any such confidential information to any other person, employee, firm, corporation, organization, or other entity, either during or subsequent to your employment, except as authorized in writing by senior management.

All employees may be required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

### Alcohol/Drugs

Drug and alcohol abuse pose a serious threat to the safety and welfare of all employees (not just the user). Specifically, drug and alcohol use lowers productivity, lessens reliability, increases absenteeism, impairs the ability of employees to perform their work, increases the likelihood of accidents and impairs good judgment. The purpose of this policy is to establish and maintain a drug- and alcohol-free work environment to best serve the interests of the company, our employees and other employees working with our customers and us.

Possession or consumption of any illegal drugs on company property is strictly prohibited and may be grounds for immediate dismissal. Reporting to work under the influence of either alcohol or drugs is also strictly prohibited and considered cause for dismissal.

### Equal Employment Opportunity

[DEALERSHIP] subscribes to a policy of Equal Employment Opportunity without regard to race, color, sex, age, disability, religion, national origin, marital status, sexual orientation, ancestry, political belief or activity, weight, height or status as a veteran.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits and all other conditions and privileges of employment in accordance with federal, (state), and local laws.

It is the policy of [DEALERSHIP] to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). The company will not discriminate against any qualified employee or job applicant with respect to any terms, privileges or conditions of employment on the basis of a physical or mental disability. We will also make reasonable accommodation, whenever possible, for all employees or applicants with disabilities, provided the individual is otherwise qualified to safely perform the duties and assignments connected with the job, and provided that any accommodations made do not require significant difficulty or expense. Senior management are responsible for ensuring Equal Employment Opportunity policies are implemented, but all members of the staff share in the responsibility by assuring that their personal actions are nondiscriminatory and that all policies are effective and apply uniformly to everyone.

Any employees, including management, involved in discriminatory practices will be subject to discharge.

### Former Employees

Our company is constantly in need of good employees. You were hired because we believed that you are one of the best. Therefore, should you leave our employment we certainly do not want to close the door on rehiring. Reemployment will be based on the individual’s qualifications for job openings, if any. Rehires must receive approval of the senior management.

### Harassment Policy

Harassment is defined as the act of troubling, worrying or tormenting others. Illegal harassment is present when an employee, supervisor or coworkers troubles, worries or torments a person because of that person’s race, sex, creed, religion, marital status, color, age, disabilities, ancestry, sexual orientation, weight, height, veteran’s status, arrest or conviction record.

#### What Is Harassment?

Harassment can take many forms. It may be, but is not limited to, words, signs, jokes, pranks, intimidation, physical contact or violence. Harassment is not necessarily sexual in nature.

Sexual harassment is present when submission to, or rejection of, such conduct is used as the basis for employment decisions affecting the individual’s employment or such conduct has the purpose or effect of substantially interfering with an individual’s work performance, or creating an intimidating, coercive, hostile or offensive working environment.

#### Responsibility

All of our employees have a responsibility for keeping our work environment free of harassment. If you believe you were harassed, or if you observe conduct by an employee that may constitute harassment, you must report it immediately to a management representative or your direct supervisor. If you are uncomfortable reporting the incident to a management representative or direct supervisor, please report the matter to anyone in senior management. If you do not believe, for any reason, that the management representative or your direct supervisor is handling the matter promptly and expeditiously, you must notify senior management. Appropriate investigation and disciplinary action will then be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved, and the findings of the investigation shall be shared with the employee initiating the investigation. If you disagree with the findings of this investigation, you are encouraged to notify senior management. Any employee found to have harassed a fellow employee or subordinate would be subject to immediate disciplinary action up to, and including, dismissal. Our dealership will also take any additional action necessary to appropriately remedy the situation.

No adverse employment action will be taken for any employee making a good faith report of alleged harassment. [DEALERSHIP] expressly prohibits any form of retaliatory action against any employee availing themselves of the benefits of this procedure. Retaliation is a violation of this policy and may result in discipline, up to and including termination.  No employee will be discriminated against, or discharged, because of a good faith bringing or assisting in the investigation of sexual or other unlawful harassment.

Our dealership accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens or in any way harasses another employee is personally liable for such actions and their consequences. The company will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

### Employment Applications

[DEALERSHIP] relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration of employment, or, if the person has been hired, termination of employment.

### Probationary Period

Each employee of our dealership begins his or her time with the company with a Probationary Period. The length of this introductory period typically is [DURATION]. This Probationary Period is a try-out time for both you, as an employee, and [DEALERSHIP] as an employer. During this time, our dealership will evaluate your suitability for employment, and you can evaluate [DEALERSHIP] as well. At any time during this Probationary Period, you may resign without any detriment to your work record. If, during this period, your work habits, attitude, attendance or performance does not measure up to our standards, we may release you.

Before the end of your Probationary Period, your supervisor will discuss your job performance with you. This review will be much the same as the normal job performance review that is held for regular full-time or part-time employees on a quarterly basis. During the course of the discussion, you are encouraged to give your comments and ideas as well.

Interns who are being granted full employment will be eligible for benefits upon the date of the change in employment status. Those employees hired full-time at the start are eligible for benefits upon their first day of work.

Please understand that completion of the Probationary Period does not guarantee continued employment for any specified period of time, nor does it require that an employee be discharged only for “cause.”

### Job Descriptions

We maintain a job description for each position at [DEALERSHIP]. When your duties and responsibilities are changed, your job description will be updated. If you need a copy of your job description, please see the office manager.

### Proof of Right to Work in the USA

Federal regulations require that:

Before becoming employed, all applicants must complete and sign Federal Form I-9, Employment Eligibility Verification Form, and all applicants who are hired need to present documents of identity and eligibility to work in the USA. These documents and forms must be completed prior to receiving your first paycheck.

### Feedback

There may be areas in our operation that can be improved. These could be in service, production methods, equipment, communications, safety and ways to reduce costs, losses and/or waste, or other improvements. Please give us the benefit of your unique experience and thoughts. Also, make sure to document your innovative or money-saving ideas and have them placed in your personnel file (include dates, detailed descriptions of your contributions, estimates from the accounting department regarding cost savings or profits generated, etc.) - these may favorably affect your wage, salary or promotion reviews.

## Standards of Conduct

Whenever people gather together to achieve goals, rules of conduct are needed to ensure everyone works together efficiently, effectively and harmoniously. By accepting employment with us you have a responsibility to [DEALERSHIP], and your fellow employees, to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our organization will be a better place to work for everyone.

It is the policy of this dealership to comply fully with the spirit and the letter of all laws and regulations governing its business. Accordingly, the conduct of each employee should reflect the highest standards of honesty, integrity and fairness.

### Disciplinary Actions/Unacceptable Activities

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as the benefit of [DEALERSHIP]. If you have any questions concerning any work or safety rule or any of the unacceptable activities listed, please see your manager for an explanation.

Discipline will be administered fairly and equally to all employees. We are listing offenses in two (2) main categories to provide employees with a fair understanding of what they can expect if they violate certain policies or procedures. It is not possible to list every conceivable infraction. However, the two (2) categories listed should provide a guideline as to what discipline may apply for situations not listed. Facts surrounding termination will be made part of the employee’s record for use by prospective future employers when reference calls are received.

Please note that if you engage in unethical or questionable practices, or conduct expressly prohibited herein, you will be subject to disciplinary action, regardless of whether you believed the conduct benefits the dealership, or is explicitly or implicitly approved or encouraged by a supervisor or other employee. Moreover, practices and standards of other companies may not be used to justify ignoring or modifying the dealership’s policy. We expect you to exercise good judgment in your work and business relationships to avoid violations of this Employee Handbook.

### Serious Offenses

Occurrences of any of the following violations, because of their seriousness, may result in immediate dismissal without warning:

* Willful violation of any company rule; any deliberate action that is extreme in nature and is obviously detrimental to the company's efforts to operate profitably.
* Willful violation of security or safety rules or failure to observe safety rules or safety practices; tampering with company equipment.
* Negligence, or any careless action, that endangers the life or safety of another person. Being intoxicated or under the influence of controlled substance drugs while at work; use, possession or sale of controlled substance drugs in any quantity while on company premises, except medications prescribed by a physician which do not impair work performance.
* Possession of firearms, weapons or explosives on company property.
* Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing the company; fighting, horseplay or provoking a fight on company property, or negligent damage of property.
* Insubordination or refusing to obey instructions properly issued by your manager pertaining to your work; refusal to help out on a special assignment.
* Threatening, intimidating or coercing fellow employees, on or off the premises, at any time, for any purpose.
* Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of company property, or the property of fellow employees, customers, suppliers or visitors, in any manner.
* Theft of company property or the property of fellow employees; unauthorized possession or removal of any company property, including documents, from the premises without prior permission from management; unauthorized use of company equipment or property for personal reasons; using company equipment for personal profit.
* Dishonesty; willful falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data; alteration of company records or other company documents; engaging in practices towards consumers that could be characterized as deceptive or unfair.
* Violating the non-disclosure agreement; giving confidential or proprietary information to competitors or other organizations or to unauthorized dealership employees; working for a competing business while a [DEALERSHIP] employee; breach of confidentiality of personnel information.
* Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
* Immoral conduct or indecency on company property.
* Conducting a lottery or gambling on company premises.
* Discourteous treatment of clients.
* Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your supervisor; mistakes due to carelessness or failure to get necessary instructions.
* Any act of harassment, sexual, racial or other; telling sexist or racial-type jokes; making racial or ethnic slurs.
* Sleeping on the job; loitering or loafing during working hours.

### Infractions

The following infractions are of the nature that by counseling the employee or with various forms of discipline (such as reprimands and layoffs without pay) the employee may correct his/her actions or conduct. Records will be made of disciplinary actions in the event a reference is necessary. The handling of these violations of company rules and procedures will depend upon the employee’s prior employment performance and the circumstances relating to the offense. All employees are subject to disciplinary action for the violation of any rule or regulation.

* Excessive use of company telephone for personal calls.
* Use of the Internet for purposes not related to company business.
* Excessive use of business time for non-business purposes.
* Smoking in restricted areas, or at non-designated times.
* Creating or contributing to unsanitary conditions.
* Failure to report an absence or late arrival.
* Excessive absence or lateness.
* Irregular attendance.
* Obscene or abusive language toward any manager, employee, or client; indifference or rudeness toward a client or fellow employee; any disorderly/antagonistic conduct on company premises.
* Failure to immediately report damage to, or an accident involving company equipment.
* Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on company premises.
* Failure to maintain a neat and clean appearance in terms of the standards established by your manager; any departure from accepted conventional modes of dress or personal grooming; wearing improper or unsafe clothing, such as shorts, torn shirts, and/or shirts printed with offensive and unprofessional language.
* Failure to report an accident or injury.

# 2 - COMPENSATION & PERFORMANCE

## Wage & Salary Policies

Our dealership desires to pay wages and salaries that are competitive with other employers in the marketplace in a way that will be motivational, fair and equitable. These wages will vary with individual and company performance and be in compliance with all applicable statutory requirements.

You are employed by [DEALERSHIP] and will be carried directly on our payroll. No person may be paid directly out of petty cash or any other such fund for work performed. The only exception to this policy is where a contract relationship exists with a bona fide independent contractor (IRS 1099).

### Deductions From Paycheck (Mandatory)

[DEALERSHIP], like all employers, is required by law to make certain deductions from your paycheck. Among these are your federal income taxes and your contribution to Social Security. These deductions will be itemized on your check stub. The amount of the deductions may depend on your earnings and on the information you furnish on your W-4 form regarding the number of dependents/exemptions you claim. Any change in name, address, telephone number, marital status or number of exemptions must be reported to the accounting manager immediately to ensure proper credit for tax purposes. The W-2 form you receive for each year indicates precisely how much of your earnings were deducted for these purposes.

Any other mandatory deductions to be made from your paycheck, such as court-ordered attachments, will be explained whenever the company is ordered to make such deductions.

**Note:**  See "Wage Assignments (Garnishments)" later in this section for further information.

### Error In Pay

Every effort is made to avoid errors in your paycheck. If you believe an error has been made, please contact the office manager immediately. She/he will take the necessary steps to research the problem and make any necessary corrections within seven (7) days.

### Overtime Pay

From time to time, it may be necessary for you to perform overtime work in order to complete a job on time. All overtime must be approved in advance by your immediate supervisor. When it is necessary to work overtime, you are expected to cooperate as a condition of your employment. There are two types of overtime work:

1. Scheduled Overtime: Scheduled overtime work is announced in advance and this type of overtime becomes part of the required workweek. If you need to be excused from performing scheduled overtime, please speak with your immediate supervisor. He/she will consider your situation and the requirements in deciding whether you may be excused from performing the scheduled overtime.

2. Incidental Overtime: Incidental overtime is not scheduled, but becomes necessary in response to extenuating circumstances. It is extra time needed to complete work normally completed during regular hours. Incidental overtime may become necessary when an illness or emergency keeps coworkers from being at work as anticipated. It may require you to return to the workplace for emergency work.

Overtime policies are determined by the federal Wage and Hour Law. Time-and-one-half are paid to all hourly employees and some salaried employees for more than forty (40) hours **worked** in a seven (7) day period. Should an employee take a vacation day during a workweek or when a holiday falls in a workweek, that time does not count as a part of the forty (40) hours **worked** in determining overtime hours.

### Travel Time

Hourly (non-exempt) employees will be paid at their regular hourly pay rate for travel time to work sites. Excepted from this is travel time to a local work-site from employee’s place of residence and return to residence from local work-site. It is expected that employees being paid travel time will exhibit responsibility and common sense to ensure travel time to work sites is kept at a minimum. It should be noted that travel time is not required by law to be paid above the current minimum wage and that our dealership’s management has elected, in its sole discretion, to pay regular hourly rates for travel time. It is hoped that employees will not abuse this policy and cause it to be changed. In addition, travel time does count toward determination of overtime hours.

### Work Performed on Company Holidays

Full-time "non-exempt" employees who work on a company holiday will be deemed to have worked overtime on that day and will be paid at double their normal rate for hours worked regardless of the number of hours they have worked that week.

### Pay Cycle

**This section will differ based on dealership pay cycle (biweekly or twice per month). Both paper checks and direct deposit should be addressed.** When the regular payday falls on a holiday, pay checks will be distributed on the preceding [DAY] and direct deposit payroll dollars will be available the preceding [DAY].

### Reporting Time Pay - Inclement Weather & "Acts of God"

Hourly employees will be paid for two (2) hours for reporting to work when work is not available due to circumstances not within the company's control; the following are examples of such circumstances:

* Operations cannot commence or continue due to threats to employees or property, or when recommended by civil authorities.
* Public utilities fail to supply electricity, water or gas, or there is a failure in the public utilities or sewer system.
* The interruption of work is caused by an "Act of God" (inclement weather, fire, flood, etc.) or some other cause not within the company's control.

### Termination & Severance Pay

[DEALERSHIP] hopes and expects that you will give at least two-weeks notice in the event you intend to leave our employment. The company does not pay severance pay. When you leave, you will be paid for actual time worked, plus any fully earned but unused vacation time, as specified under "Vacations" in the "Benefits" section of this Handbook.

### Time Sheets/Records

By law, we are obligated to keep accurate records of the time worked by "non-exempt" employees. This is done with the use of time sheets.

Your time sheet is the only way accounting can determine how many hours you have worked and how much pay you are owed. Your time sheet indicates when you arrived and when you departed. You are to record your lunch period and any absences. All employees are required to keep the office advised of their departures from, and returns to, the premises during the workday.

No one may record hours worked on another employee’s time sheet. Tampering with another employee’s time sheet is cause for immediate dismissal of both employees. Do not alter another person's record or influence anyone else to alter your record for you. In the event of an error in recording your time, please report the matter to your supervisor immediately. Approved time sheets have to be turned in to the [EMPLOYEE TITLE] by [TIME/DAY].

### Wage Assignments (Garnishments)

We hope you will manage your financial affairs so that we will not be obligated to execute any court-ordered wage assignment or garnishment against your wages. However, whenever court-ordered deductions are to be taken from your paycheck, you will be notified. According to the Wage Garnishment Act, three (3) or more garnishments may be cause for dismissal.

### Employee Purchase

Full-time employees are offered a standard [PERCENT] over costs discount on parts, accessories, boats and motors. Part-time employees are offered a [PERCENT] over cost discount.

OR

While there is no standard employee purchase discount at our dealership, we do offer several employee reward programs throughout the year that may include a discount purchasing opportunity. Our employee program does change periodically based on employee recommendations and dealership operations.

## Performance & Compensation Reviews

### Performance Reviews

Your supervisor is continuously evaluating your job performance. Day-to-day interaction between you and your supervisor should give you a sense of how your supervisor perceives your performance.

However, to avoid haphazard or incomplete evaluations, our dealership conducts a formal review on a regular periodic basis for every employee. An evaluation may, however, be conducted at any time, at the discretion of your supervisor.

Performance reviews will be conducted regularly each year. New employees, however, may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities, or at the request of your supervisor.

During formal performance reviews, your supervisor will consider the following things, among others:

* Attendance, initiative and effort
* Knowledge of your work
* Attitude and willingness to work
* The quality and quantity of your work
* Work habits

The primary reason for performance reviews is to identify your strengths and weaknesses in order to reinforce your good habits and develop ways to improve in your weaker areas. This review also serves to make you aware of, and to document, how your job performance compares to the goals and description of your job. This is a good time to discuss your interests and future goals. Your supervisor is interested in helping you to progress and grow in order to achieve personal as well as work-related goals – perhaps he or she can recommend further training or additional opportunities for you.

### Compensation Reviews

Wage and salary increases are based on merit alone, not length-of-service or the cost-of-living. Having your compensation reviewed does not necessarily mean that you will be given an increase.

### Work Schedule

The normal sales workweek consists of five (5) days, eight (8) hours long, Tuesday through Saturday and longer hours during boating season. Regular office working hours are from [TIME] until [TIME] with an hour in between for lunch. Regular hours for service personnel are from [TIME] until [TIME], with 30 minutes for lunch and two (2) fifteen minute breaks. Break times and lunch times should be coordinated with your immediate supervisor in order that work continuity is not interrupted unnecessarily. You will be notified promptly whenever a change is necessary. Should you have any questions concerning your work schedule, please ask your supervisor.

### Absence or Lateness

From time to time, it may be necessary for you to be absent from work. The company is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise.

If you are unable to report to work, or if you will arrive late, you must contact your supervisor within fifteen minutes of your normal starting time. If you know in advance that you will need to be absent, you are required to request this time off directly from your supervisor. He/she will determine when the most suitable time will be for you to be absent from your work. When you call in to inform the company of an unexpected absence or late arrival, ask for your supervisor directly. If you are unable to call in yourself, be sure to have someone call on your behalf.

Absence from work for three (3) consecutive days without notifying your supervisor will be considered a voluntary resignation.

### Attendance

You are expected to be at your work station and ready to work at the beginning of your assigned daily work hours, and you are expected to remain at your work station until the end of your assigned work hours, except for lunch break. When your work takes you away from your work station, please let your supervisor know where you are going and how long you expect to be gone.

Be aware that excessive time off could lead to disciplinary action.

In the event of an emergency or unusual condition, your supervisor may ask you to change or postpone your break in order to finish a particular project.

### Meal Period

If you work longer than five (5) hours, you will be given an unpaid lunch period of one (1) hour (30 minutes for Service personnel). Lunch periods are generally from [TIME] until [TIME] each day. However, in the Service Department, lunch is thirty (30) minutes. When staffing is limited, supervisors can use discretion to “stagger” lunch periods to ensure adequate coverage and uninterrupted workflow. You may leave the premises during your lunch period. It is important to return to work on time at the end of your lunch period.

# 3 - BENEFITS

## The Benefits Package

In addition to receiving an equitable salary/wages and having an equal opportunity for professional development and advancement, you may be eligible to enjoy other benefits, which will enhance your job satisfaction. We are certain that you will agree that the benefits program described in this Handbook represents a substantial investment by [DEALERSHIP] and we trust that you will avoid abusing any of the program's benefits.

A good benefits program is a solid investment in our dealership and its employees. The company will periodically review the benefits program and will make modifications as appropriate to the company's condition and the needs of the employees.

### Eligibility for Benefits

If you are a full-time employee, you will enjoy all of the benefits described in this Handbook as soon as you meet the eligibility requirements for each particular benefit.

If you are a part-time employee, you will enjoy only those benefits that are required by law to be afforded to you, provided that you meet the minimum requirements set forth by law and in the benefit plan(s). Temporary employees are not eligible for benefits.

## Paid Leaves of Absence

### Holidays

Only full-time employees are eligible for holiday pay.

You are not eligible to receive holiday pay during your Probationary Period, nor are you eligible to receive holiday pay if you are an hourly employee, part-time employee or an intern employee.

### Paid Holidays

The following holidays are recognized as paid holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

### Holiday Policies

We schedule all national holidays on the day designated by common business practice. Should a holiday fall within a weekend, there is no holiday paid.

### Vacations

Vacation is a time for you to rest, relax and pursue personal interests. The company has provided a paid vacation as one of the many ways in which we show our appreciation for your loyalty and continued service. Only regular full-time employees are eligible for paid vacation. You are not eligible for paid vacation until you have completed twelve (12) months of continuous full-time employment.

### Amount of Vacation

The vacation accrual rate is based on your length of employment, as follows:

Term of Employment: [TERM] Total Accrual Per Year (In Days): [DAYS]

### Vacation Policies

Every effort will be made to grant your vacation at the time you desire. However, vacations cannot interfere with the company's operation and therefore must be approved by management at least one (1) month in advance. Vacations will be given on a first-come, first-served basis. If any conflicts arise in this system (e.g. two people asking for the same time), preference will be given to the employee with the most seniority.

You may not receive advance vacation pay. All vacation time may be taken in full-week increments or single-day increments.

If you are on an approved leave of absence of less than thirty (30) days, your vacation eligibility will not be affected; should the leave extend beyond thirty (30) days, vacation time will not continue to accrue.

Vacation time may not be carried over and accumulated in subsequent calendar years. Any exceptions to this policy may be made in extreme or unusual circumstances, each case to be considered separately by the president. Vacation time is provided to give you a needed break from your everyday work routine so that you can relax and return to your duties refreshed.

Accrued but unused vacation time may not be traded for extra monetary compensation.

### Funeral (Bereavement) Leave

You are entitled to take 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. Immediate family is defined as spouse, children, sibling, parent and parent in-law. You may use earned vacation time for additional days.

If the funeral 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.

## Unpaid Leaves of Absence

Occasionally, for medical, personal or other reasons, you may need to be temporarily released from the duties of your job with [DEALERSHIP], but may not wish to submit your resignation. Under certain circumstances, you may be eligible for an unpaid leave of absence.

There are several types of unpaid leaves, for which you may be eligible.

### Jury Duty

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, you will be granted the necessary time off. You **must** present a statement of jury service to your immediate supervisor upon completion of your service. This document is issued by the court.

You must notify your immediate supervisor within forty-eight (48) hours of receipt of the jury summons. On any day or half-day you are not required to serve, you will be expected to work.

### Military Leave of Absence

If you are a full-time employee and are inducted into the U.S. Armed Forces, you will be eligible for re-employment after completing military service, provided:

* You show your orders to your immediate supervisor within forty eight (48) hours of their receipt.
* You satisfactorily complete your active duty service.
* You enter the military service directly from your employment with our dealership.
* You apply for, and are available for, re-employment within ninety (90) days after discharge from active duty. If you are returning from up to six (6) months active duty for training, you must apply within a reasonable time – usually thirty (30) days – after discharge.

### Military Reserves or National Guard Leave of Absence

Employees who serve in U.S. military organizations or state militia groups may take the necessary time off, without pay, to fulfill this obligation and will retain all of their legal rights for continued employment under existing laws. These employees may apply unused earned vacation time to the leave if they wish; however, there is no obligation to do so.

You are expected to notify your immediate supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

### Personal Leave of Absence

In very special circumstances, we may grant an unpaid leave for a personal reason, but never for taking employment elsewhere or going into business for yourself. You should request an unpaid personal leave of absence from your immediate supervisor. A personal leave of absence must not interfere with the operations of the company.

A personal leave of absence may be granted for up to thirty (30) days. If your leave is extended for more than thirty (30) days, vacation and other benefits will no longer continue to accrue. Consult your group insurance booklet to determine your insurance coverage during a leave of absence. Failure to return from a leave at the time agreed upon will result in a voluntary termination of employment.

### Insurance Premium Payment During Leaves of Absence

While you are on unpaid leave of absence from the company, you will be responsible for paying the total premiums for your insurance coverage and that of your dependents while on leave. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated.

## Insurance Coverage

### Health Insurance

Today's many health insurance plans and options can be confusing and complicated. [DEALERSHIP] has taken the time to carefully review the coverage and plans available. We have selected the plan we feel provides the best coverage for our employees. Refer to the literature provided by our insurance company for details on your health/dental, short-term disability, long-term disability and term life coverage.

If you are a full-time employee, we pay [AMOUNT/PERCENTAGE] of the premiums for health insurance, and term life coverage on you. You will pay [AMOUNT/PERCENTAGE] of the premiums for additional coverage like disability insurance and dental insurance. Currently, your coverage begins after successful completion of your Probationary Period.

### Termination of Insurance

Your insurance will terminate when the insurance policy terminates, when you cease to be eligible for coverage under the terms of our group insurance program, or when you cease to be employed as a regular full-time employee eligible for the insurance.

## Government Required Coverage

### Workers' Compensation

Workers’ compensation is an accident insurance program paid by your employer which may provide you with medical, rehabilitation and income benefits if you are injured on the job. These benefits are provided to help you return to work. The program also provides benefits to your dependents if you die as the result of a job-related injury.

*Who Is Covered?* All employees.

*What Is Covered?* Any on-the-job injury.

*When Am I Covered?* You are covered from the first day on your job

*What Are the Benefits?* You are entitled to weekly income benefits if you are unable to work for more than [DAYS]. Your first check should be mailed to you within [DAYS] after the first day you missed work. If you miss more than [NUMBER] consecutive days, you will be paid for the first week. You will receive two-thirds of your average weekly wage, but not more than [AMOUNT] per week for an accident that occurred on or after [DATE].

#### When Should I Report an Accident That Happened on the Job?

You should report any accident immediately to your supervisor. If you wait longer than [DAYS], you might lose your benefits. The company has posted information identifying medical care providers.

#### How Do I Get the Benefits?

The state Board of Workers’ Compensation will provide you with Form WC-14 to file a claim.

#### Summary

The above is meant to provide just a brief outline of your Workers’ Compensation benefits. For more comprehensive and detailed information, visit the following website: [INCLUDE LINK]

### Unemployment Compensation

Our dealership pays a percentage of its payroll to the Unemployment Compensation Fund. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. You should apply for benefits through the state unemployment office as soon as possible.

Our dealership pays the entire cost of this insurance.

### Social Security

The United States government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, we are required to deduct this amount from each paycheck you receive. In addition, the company matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

### 401(k) Retirement Plan (Max 401 PSP)

The management of this dealership understands the importance of saving for retirement and provides this valuable benefit for full-time employees. Full-time employees are eligible to enroll in the plan after [MONTHS] of continuous full time employment. Currently, the company matches participants’ contributions up to 2 %. After [YEARS] of employment, the employee is fully vested. Your deferrals cannot exceed a maximum dollar amount determined by the federal government each year.

### Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (“COBRA”) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under [DEALERSHIP’s] health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee’s hours or a leave of absence; an employee’s divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at [DEALERSHIP’s] group rates plus an administration fee. [DEALERSHIP] provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under [DEALERSHIP’s] health insurance plan. The notice contains important information about the employee’s rights and obligations.

### Marine Retailers Association of the Americas Member Benefits

We are a proud member of the Marine Retailers Association of the Americas and support our employees participation in the benefits available to all staff at [DEALERSHIP]. Employees are encouraged to create member profiles on mraa.com and explore the benefits available on at mraa.com/benefits.

# 4 - OTHER POLICIES

### Communications

Successful working conditions and relationships depend upon successful communication. Not only do you need to stay aware of changes in procedures, policies and general information, you also need to communicate your ideas, suggestions, personal goals or problems as they affect your work.

You will receive other information booklets, such as your insurance booklets, from time to time. You may take these booklets home so that your family may know more about your job and your benefits.

### Company Meetings

On occasion, we may request that you attend a company sponsored meeting. If this is scheduled during your regular working hours, your attendance is required. If it is held during your non-working hours and you decide to attend, you will be paid for the time you spend traveling to and from the meeting as well as for time spent at the meeting, but only if you are one of our "non-exempt" employees. (If you are qualified for overtime pay by virtue of working more than forty (40) hours that same work week, then you will receive your overtime rate).

### Computer and Email Usage

Computers, computer files, the email system, and software furnished to employees are [DEALERSHIP] property intended for business use. All data files, email messages, and other information contained in [DEALERSHIP] computer systems belong to [DEALERSHIP]. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

[DEALERSHIP] strives to maintain a workplace free of harassment and sensitive to the diversity of its employees and customers. Therefore, [DEALERSHIP] prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful.

For example, the display of sexually explicit images, messages and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations or other non-business matters.

[DEALERSHIP] purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, [DEALERSHIP] does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. [DEALERSHIP] prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor, or senior management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

### Internet Usage

Internet access to global electronic information resources on the World Wide Web is provided by [DEALERSHIP] to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage. All Internet usage is limited to job-related activities. Personal use of the Internet is prohibited.

All Internet data that is composed, transmitted, or received via our computer network is considered to be part of the official records of [DEALERSHIP], and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in email messages and other transmissions are accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of [DEALERSHIP]. As such, [DEALERSHP] reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own rights to it, or has not gotten authorization for tis use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by [DEALERSHIP] in violation of the law or [DEALERSHIP] policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions or activities that are prohibited and can result in disciplinary action:

* Sending or posting discriminatory, harassing, or threatening messages or images;
* Using the organization’s time and resources for personal gain;
* Stealing, using, or disclosing someone else’s password or code without authorization;
* Copying, pirating, or downloading software and electronic files without permission;
* Sending or posting confidential material, trade secrets, or proprietary information outside of the organization;
* Violating copyright law;
* Failing to observe licensing agreements;
* Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions;
* Sending or posting messages or material that could damage the organization’s image or reputation;
* Participating in the viewing or exchange of pornography or obscene materials;
* Sending or posting messages that defame or slander other individuals;
* Attempting to break into the computer system of another organization, the organization, or person;
* Refusing to cooperate with a security investigation;
* Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities;
* Using the Internet for political causes or activities, religious activities, or any sort of gambling;
* Jeopardizing the security of the organization’s electronic communications systems;
* Sending or posting defamatory comments;
* Sending anonymous email activities; and
* Engaging in any other illegal activities.

### Social Media Policy

We recognize the importance of a sound social media policy, which allows employees to express themselves while otherwise complying with the requirements of this Employee Handbook. We reserve the right to periodically update the Social Media Policy. You are required to comply with this Social Media Policy, which is included at the end of this Handbook.

### Company Vehicles

In order to operate vehicles for [DEALERSHIP], you are required to have a current driver’s license and an acceptable driving record. 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.

[DEALERSHIP] has the right to review your personal driving record at any time during and prior to your employment if your position within the organization requires you to drive a company vehicle.

### Dress Code/Personal Appearance

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

During business hours or when representing [DEALERSHIP], you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

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

Employees in certain departments and positions may be required to wear uniforms. Service employees have safety-related dress and appearance requirements.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

* Shoes must provide safe, secure footing, and offer protection against hazards;
* Tank tops or halter tops may not be worn under any circumstances;
* Shorts are acceptable during the boating season, provided that the shorts are at least knee-length;
* Mustaches and beards must be clean, well-trimmed, and neat;
* Unnaturally colored hair and extreme hairstyles, such as spiked hair or mohawks do not present an appropriate professional appearance;
* Offensive body odor and poor personal hygiene is not professionally acceptable;
* Jewelry should not be functionally restrictive, dangerous to job performance, or excessive;
* Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours;
* Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours; and
* Visible excessive tattoos and similar body art must be covered during business hours.

We reserve the right to request formal or business casual attire for all employees upon certain special occasions.

### Employee Incentive Plan

(At the discretion of the Dealership Management.)

### Family Medical and Leave Act

(if dealer employs more than 50 employees within a 75 mile radius)

You may be eligible under the Family Medical and Leave Act (“FMLA”) or state law to apply for leave under certain circumstances, which include, but may not be limited to: 1) Caring for a newborn, foster, or newly adopted child; 2) Caring for a seriously ill child, spouse, or parent; or 3) Leave necessitated by your own serious health condition.

### Exit Interviews

In instances where an employee voluntarily leaves our employ, senior management would like to discuss your reasons for leaving and any other impressions that you may have about our dealership. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will help us part friends, as well as provide insights into possible improvements.

All information will be kept strictly confidential and will in no way affect any reference information that management will provide another employer about you.

### Expense Reimbursement

To be reimbursed for all authorized expenses, they must be submitted for approval to the immediate supervisor. Please submit approved expenses for reimbursement with original signed receipts only to the office manager. When traveling on company business, employees using their own vehicles will be given an allowance of [AMOUNT] cents per mile. No mileage reimbursement will be given, however, when travel is between local work sites. In addition, a per diem of [AMONUNT] is given in cash to any hourly employee who spends the night away from home.

### First Aid

It is very important that you make sure your employment records reflect your current contact information in the event of a medical emergency. Changes should be made in writing with the accounting manager. First-aid kits are kept in company vehicles, the office and the shop for minor injuries.

In the event that you witness a medical emergency:

* Summon necessary medical assistance.
* Locate someone qualified to administer first aid, if needed.
* Wait for help to arrive.
* Report injuries to management, even though medical attention may not be required.

Federal law ("OSHA") requires that we keep records of all illnesses and accidents, which occur during the workday. The state Workers' Compensation Act also requires that you report any illness or injury on the job, no matter how slight. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits.

### Grievances

Our goal is to maintain a comfortable working environment for everybody. We do this in several ways:

* By treating each of you as an individual and encouraging your maximum development.
* By recognizing that each of you is essential to the success and growth of our dealership.
* By maintaining direct communications with all of our employees and ensuring that each and every one of you can speak directly and openly with our management team.

We believe that this type of communication, without interference from any outside party, is best for all concerned. Therefore, when you wish to express your problems, opinions or suggestions, you will always find an open door and an attentive ear.

### Resolving Problems

Whenever you have a problem or complaint, we expect you to speak up and communicate directly with us. You can take the following steps:

* First, talk to your immediate supervisor. Your supervisor is most familiar with you and your job and is, therefore, in the best position to assist you. Your supervisor works closely with you, and is interested in seeing that you are treated fairly and properly.
* If your supervisor cannot help you resolve the matter, you can speak to senior management, who will give your problem or complaint prompt consideration.

Remember: It is always best to resolve problems right away. Little problems can turn into big problems, facts become confused, resentment and anger build up. It is always best to get things off your chest before they get out of hand.

### Housekeeping

Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times. It is a required safety precaution.

Easily accessible trash receptacles are located throughout the dealership. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention. Please report anything that needs repairing or replacing to management immediately.

### Keys

Building and vehicle keys are given to employees whose job description and level of responsibility requires them, or makes it advantageous to have them. No employee who is in possession of keys is permitted to give them to any other person, including other employees, or make copies of the keys. All issued keys remain the property of the dealership. When an employee loses keys; they will be responsible for the cost to re-cylinder all locks.

### Parking

The company does not assume any liability for any loss or damages you may sustain while using company parking facilities.

### Payroll Advances

As a general rule, our dealership does not loan money to employees and does not make payroll advances. Exceptions to this rule must be approved by senior management.

### Use of Phone and Mail Systems

Telephones are provided to conduct company business. Employees may be required to reimburse [DEALERSHIP] for any charges resulting from their personal use of the telephone.

The use of [DEALERSHIP] paid postage for personal correspondence is prohibited.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

The use of cell phones and smartphones is allowed, but we ask that you restrict your usage during business hours, and comply with the Social Media Policy. All employees are to refrain from using cell phones and smartphones while operating a vehicle or vessel.

### Personal Tools/Instruments

Employees who work in certain positions may be required to provide their own tools/instruments to perform job assignments. Management will advise employees of the tools/instruments required and will make sure that each employee obtains the necessary equipment. The company discourages employees from lending or borrowing tools/instruments.

### Use of Equipment and Organization Vehicles and Vessels

Equipment and organization vehicles and vessels essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. Employees are not allowed to use company vehicles without the approval of senior management.

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

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or organization vehicles or vessels, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment. All employees are responsible for damage caused to organization, stock or other vehicles and vessels. Deductibles range from [AMOUNT] to [AMOUNT], depending on damage and type of vehicle or vessel.

### Customer Vehicles or Vessels

Only authorized employees may operate customer-owned vehicles or vessels. When customers leave their vehicles or vessels with us, we are responsible for their care and treatment. They should be moved only for test drives, appraisals, or repairs. Eating or smoking in customer vehicles or vessels is strictly prohibited. If you must adjust customer settings or any accessories in order to perform your job, be sure to return them to their original settings when you have finished. Customer vehicles and vessels are not to be used for personal reasons.

Customer vehicles and vessels must be locked at all times when unattended to in the parking facility.

### References

As an employee, under no circumstances should you respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, and you receive a request for a reference, you should forward the request to senior management for a response.

Senior management will respond in writing only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held.

### Resignation

While we hope both you and the company will mutually benefit from your continued employment, we realize that it may become necessary for you to resign and leave your job. If you anticipate having to resign your position, you are expected to notify your supervisor, in writing, at least two (2) weeks in advance of the date that you must leave.

### Return of Company Property

Any company property issued to you must be returned at the time of your dismissal or resignation, or whenever it is requested by a member of management. You are responsible to pay for any lost or damaged items. The value of any property issued and not returned may be deducted from your paycheck, and you may be required to sign a wage deduction authorization for this purpose.

### Safety Rules

A Job Safety & Health Protection bulletin is located [LOCATION]. These rules are not intended as a substitute for common sense and good judgment.

### Safety Equipment

Employees will be provided with safety equipment if it is a requirement for a particular job. Replacement will be provided if the equipment is shown to be defective, unless caused by an employee’s misuse or destructive behavior. **All employees are required to wear equipment when required by Safety & Health Protection Laws.** OSHA interprets the law as: “Requiring employers to provide and pay for personal and protective equipment required by the company for the worker to do his or her job safely and in compliance with OSHA standards. Where equipment is very personal in nature and is useable by workers off the job, the matter of payment is left to labor – management negotiations. Examples of PPE (protective personal equipment) that is personal in nature and often used away from the work site include non-specialty safety glasses, safety shoes, and cold weather outer wear.” It is not on our current company benefit package to include personal protective equipment.

### Security

Maintaining the security of our dealership is every employee's responsibility. Develop habits that ensure security as a matter of course. For example:

Always keep all cash, be it company or personal, properly secured. If you are aware that cash is insecurely stored, immediately inform the person responsible.

Know the location of all alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.

When you leave the dealership premises, make sure that all entrances are properly locked and secured.

### Smoking

This is a non-smoking dealership. There are designated areas for smoking around the dealership.

### Solicitations & Distributions

Solicitation for any cause during working time and in working areas is not permitted. You are not permitted to distribute non-company literature in work areas at any time during working time. Working time is defined as the time assigned for the performance of your job and does not apply to meal times. Persons not employed by the company are prohibited from soliciting or distributing literature on company property at any time.

### Theft

Property theft will not be tolerated by our dealership. We consider property theft to be the unauthorized use of company services or facilities, or the taking of any company property for personal use.

No item purchased or supplied by the dealership should ever be removed from company premises without express authorization by senior management. This rule applies to all company property. If you fail to return any item removed on schedule, the value of the item will be charged against your paycheck and you may be subject to disciplinary action for theft. The penalty for any incidence of unauthorized possession or removal of company property is immediate dismissal. All examples of unauthorized possession or removal of company property, regardless of the employee's past record, seniority or the dollar value of the item, will be treated equally.

# Receipt & Acknowledgment Employee Handbook

This Employee Handbook is an important document intended to help you become acquainted with our dealership. This Handbook will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention. Dealership senior management will make the final interpretation of any part of this Employee Handbook.

Because the general business atmosphere of our dealership and economic conditions are always changing, the contents of this Handbook may be changed at any time at the discretion of the dealership No changes in any benefit, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you as an employee and on the dealership

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Employee Handbook

* I have received and read a copy of our dealership’s Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the dealership at any time.
* I further understand that my employment is terminable at will, either by myself or our dealership, regardless of the length of my employment or the granting of benefits of any kind, including but not limited to profit-sharing benefits which provide for vesting based upon length of employment.
* I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the president of the company. For purposes herein, this Employee Handbook does not form an employment contract and does not alter or amend my employment status.
* I am aware that during the course of my employment confidential information will be made available to me, i.e., designs, marketing strategies, customer lists, pricing policies and other related information. I understand that this information is critical to the success of the company and must not be given out or used outside of [DEALERSHIP] premises or with non-company employees. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to utilize or exploit this information with any other individual or company.
* I understand that, should the content be changed in any way, the dealership may require an additional signature from me to indicate that I am aware of and understand any new policies.
* I understand that my signature below indicates that I have read and understand the above statements and have received a copy of our dealership’s Employee Handbook.

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Employee's Printed Name Position

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Employee's Signature Date

The signed original copy of this agreement must be given to [EMPLOYEE TITLE]. It will be filed in your personnel file.

# Receipt & Acknowledgment of Social Media Policy

This policy governs the publication of and commentary on social media by employees of the dealership and its related companies. For purposes herein, social media includes, but is not limited to, any facility for online publication and commentary. The following is not meant to be an exhaustive list of social media, but is provided for illustration purposes: blogs, wiki’s, social networking and review websites and applications such as Facebook, LinkedIn, Twitter, YouTube, Pinterest, Reddit, Instagram, Periscope, Vine, and Yelp. This policy is in addition to and complements the Employee Handbook and any existing or future dealership policies regarding the use of computers, smartphones, email, peer-to-peer (“P2P”) communications, and the internet, anti-harassment, discrimination, protecting trade secrets, the dealership’s code of ethics, behavioral guidelines, and so on.

The dealership respects the rights of its employees to use social media not only as a form of self-expression, but also as a means to further the dealership’s business. Therefore, nothing herein shall be construed as limiting an employee’s rights afforded by local, state, and federal law, including, but not limited to, employee rights under the National Labor Relations Act (“NLRA”). However, it is important for employees to recognize the implications of using social media and communicating with others online and how these communications may affect fellow employees, the dealership, its brands, and the public.

The dealership must ensure that use of social media maintains our brand identity, reputation, goodwill, and standing while minimizing actual or potential legal risks, whether used inside or outside the workplace. It is the right and duty of dealership to protect itself and its employees from unauthorized disclosure of information or conduct that otherwise violates the dealership’s policies.

The following Social Media Guidelines are intended to outline how we should present our values when using social media, and to guide your activities herein, both when you are participating in your individual capacity or acting on behalf of the dealership. It is critical that we are mindful of who we are and our role in the public’s perception of our business, our brands, and our customers.

**General Guidelines For Social Media Use**

* Dealership respects the right of employees to use social media to self-publish and express themselves during their personal time. However, unless specifically authorized by the dealership to do so as part of the employee’s position, employees are not permitted to use social media or communication described herein during working hours or at any time on company computers or other company-supplied devices.
* Dealership employees are free to publish or comment via social media in accordance with this policy. Dealership employees are subject to this policy to the extent they identified themselves as a Dealership employee. This does not include incidental reference of the employee’s place of employment on topics unrelated to Dealership.
* Privacy settings on social media platforms should be set to allow anyone to see profile information similar to what may be available on the Dealership’s website. You should adjust your privacy settings to limit what others may post to your social media accounts or to see information that is personal in nature.
* Employees are not authorized to create Dealership-related social media profiles, pages, blogs, and accounts without the express permission of senior management. Employees may not use social media identities, logins, or user names that include the Dealership’s name without the express permission of senior management.
* Use of social media must not interfere with the employee’s job, responsibilities or commitments to customers. Occasional use of personal social media at work is acceptable. However, your use of social media must never prevent you from completing your work or executing your duties as an employee of Dealership. Unauthorized use of social media during work hours include, but is not limited to, playing online games, conduct that otherwise violates any provision contained in the Employee Handbook, and using a device to access social media while operating a vehicle or machinery.
* You should limit your use of social media for business purposes to your regularly scheduled work day. After-hours participation in Dealership-related social media is discouraged, and prohibited unless it is required by your job. Any use of social media after-hours without express consent of senior management shall be considered separate from your job responsibilities and undertaking by you voluntarily, on your own free time, and without any expectation of compensation.
* Employees are cautioned that they should have no expectation of privacy while using social media, in particular, or while engaging in any activities online, in general. Your social media content may be reviewed by anyone, including employees and representatives of the Dealership. Dealership reserves the right, as allowed by applicable law, to monitor social media for comments or discussions about the Dealership, its employees, clients, brands and industry, including products and competitors, posted by anyone. The Dealership reserves the right to use content-management tools to monitor, review, or block content on sites that violate Dealership’s rules and guidelines. Be aware that the Dealership has the right to monitor any device usage conducted via its equipment, IP and other systems used to connect the Dealership’s equipment to the internet, including, but not limited to, the content of emails, websites accessed by employees, and so on.
* Always identify yourself. If you are commenting or publishing on topics related to your job, identify yourself as an employee of the Dealership. Specifically, you must clarify which content represents your own personal opinion and which content represents the dealership’s. If you write anything related to the business of the Dealership on your personal social media, clearly identify your affiliation with the Dealership. You should clearly state that the views you express are your own and not those of the Dealership.
* The means by which you make the requisite disclosures may vary, but must be: a) clear and conspicuous; b) understandable by the average reader; and c) clearly visible within the relevant content.
* Be mindful of any non-public personal information you may collect. You are required to protect this information in accordance with the Dealership’s Information Safeguards and Privacy policies.
* Publication and commentary on social media carries similar obligations to other kinds of publication or commentary. All use of social media must follow the same standards set forth in the Employee Handbook or otherwise adopted and promulgated by the Dealership, and applicable law.
* You are responsible for your content and actions, including posting content that tarnish the Dealership’s image, reputation, or goodwill. This includes whatever you write or record using audio and/or video recording methods. Whatever you publish is likely to remain accessible to the public indefinitely. We encourage you to use social media responsibly and exercise sound judgment and common sense when publishing content.
* When using social media you must:
	+ Be truthful;
	+ Ensure that information and claims you make to consumers and the public at large are factual, honest, and accurate;
	+ Never ask someone else to deceive consumers or the public at large by publishing content otherwise prohibited by law or the Dealership’s policies, or use aliases or anonymous accounts to publish same;
	+ Never ask someone to publish something he or she does not believe to be true or have personal knowledge and experience of, including, but not limited to reviews or endorsements of the Dealership or its products;
	+ Be conscious of mixing your business and personal lives. The public is unlikely to understand the separation. We respect your right freedom of speech, but you must recognize that others have access to the content you publish. This includes content you believe is otherwise secure from access by the public. Your personal conduct that otherwise violates the policies of the Dealership may be grounds for discipline;
	+ Safeguard non-public personal information and any proprietary information to which you may have access;
	+ Recognize that publishing positions that are contrary to those of the Dealership may cause conflict;
	+ Use appropriate disclaimers that clearly identify your own opinions from those of the Dealership;
	+ Make appropriate disclosures and opt-out notices, as required by law. Avoid soliciting consumers or members of the public in a manner inconsistent with the Dealership’s policies; and laws like the CAN-SPAM Act;
	+ Refrain from using the Dealership’s credentials, such as your work email address, to access social media;
	+ Refrain from responding to negative content published by others regarding the Dealership. If you happen to discover such content, promptly notify your supervisor or senior management;
	+ Express your opinion in a courteous manner. Only make factual statements, or opinions supported by fact, and avoid disparaging comments. You should also refrain from using slurs, offensive or defamatory comments, personal insults, and obscenities.
	+ Refrain from violating any of the Dealership’s policies, including harassment and anti-discrimination policies, and applicable law;
	+ Refrain from using trademarks that belong to others without express consent;
	+ Refrain from posting audio, or visual imagery, including photography or video recordings, of customers of the Dealership without the express consent of the customer and the Dealership;
	+ Refer any inquiries made by any governmental agency, member of the press or public, for a comment by the Dealership to senior management immediately;
	+ Immediately report any violations, actual or potential, of the Dealership’s policies as outlined in the Employee Handbook.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Social Media Policy:

* I have received and read a copy of the Social Media Policy. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Dealership at any time.
* I further understand that this Social Media Policy is in addition to any policies set forth in the Employee Handbook, and does not supersede any of its terms except to the extent applicable herein.
* I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the president of the company. For purposes herein, this Employee Handbook does not form an employment contract and does not alter or amend my employment status.
* I understand that, should the content be changed in any way, the dealership may require an additional signature from me to indicate that I am aware of and understand any new policies.
* I understand that my signature below indicates that I have read and understand the above statements and have received a copy of our dealership’s Employee Handbook.

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Employee's Printed Name Position Employee's Signature Date

The signed original copy of this agreement must be given to the president. It will be filed in your personnel file.

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